

AGREEMENT

Between

THE CITY OF KALAMAZOO

And

KALAMAZOO PUBLIC SAFETY OFFICERS' ASSOCIATION

January 1, 2022

To

December 31, 2026

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AGREEMENT

THIS AGREEMENT effective the 1st day of January 2022, by and between the CITY OF KALAMAZOO, hereinafter referred to as the “Employer”, and KALAMAZOO PUBLIC SAFETY OFFICERS’ ASSOCIATION, hereinafter referred to as the “Association” or “KPSOA”. This Agreement will remain in place until the end of the 31st day of December 2026

WITNESSETH:

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

ARTICLE I - RECOGNITION

SECTION 1 - 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 agent for all full-time regular and part-time regular employees occupying, or who may, during the life of this agreement, occupy any of the job classifications set forth in Appendix “A”, attached hereto. It is understood and agreed that, except as specified in Item “b” below, the Employer shall not transfer or assign bargaining unit work to personnel outside of the bargaining unit.

- (a) During the life of this Agreement, the Employer may employ up to four regular part-time dispatchers.
- (b) It is understood and agreed that the Employer may, in its sole discretion transfer Dispatch Operations work then being performed by bargaining unit personnel to the Kalamazoo County Central Dispatch organization or its equivalent organization.

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

SECTION 3 - POLICY & PROCEDURE CHANGES: The Employer agrees that, except as specifically provided in this Agreement, all conditions of employment, working conditions and fringe benefits that are set forth in the Civil Service Ordinances, City Personnel Rules, Regulations and Personnel Policies of the City of Kalamazoo, and the Kalamazoo Department of Public Safety Policies and Procedures shall remain and be applied as applied on the effective date of this Agreement. Prior to implementation of any change in the above, the Employer agrees to give the affected employees notice of such change and place a copy of such change in the employee's electronic inbox of the organizations' policy and procedure management program. In the event the Association believes that such amendment or new rule, policy or regulation is unreasonable, it shall have the right to file a grievance, provided such grievance is filed within ten (10) business days after the date of implementation for such change. The grievance shall be processed starting at the Second Step of the Grievance Procedure.

SECTION 4 - ANTI-DISCRIMINATION: The City and the Association agree that for the duration of this Agreement, neither shall discriminate against any employee because of age, ancestry, citizenship, color, disability, ethnicity, gender identity, height, marital status, national origin, race, religion, sex, sexual orientation, veteran status, weight or any other civil infraction as protected by State and Federal laws. Nor shall the City or its agents discriminate against the employee because of their membership or non-membership in the Association or their activities on behalf of the Association.

With respect to the Associations' duty and obligation to represent the rights of its' members as employees of the City of Kalamazoo, the Kalamazoo Public Safety Officers' Association (KPSOA) recognizes the legitimacy of individuals, boards, committees, and organizations representing the interests of all persons in the City of Kalamazoo. The KPSOA is committed to collaborating with the Employer, Public Safety Administration and interested parties to be fair in processes, being transparent in actions, providing an opportunity for voice, and being impartial in all decision that

affect all citizens in the City of Kalamazoo.

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

SECTION 6 - GRIEVANCE CHAIRPERSON: The Employer agrees to recognize as representatives for employees within the bargaining unit the following:

- (a) An Association Executive Committee of six (6) bargaining unit employees to be selected in any manner deemed appropriate by the Association. One member of the Association Executive Committee shall be a CSO.
- (b) The Grievance Committee Chairperson will serve as the primary representative for the Association for the purposes of (1) receiving, investigating, and processing grievances including preparation for arbitration; and (2) representing bargaining unit employees during investigation and administration of discipline. If the Employer calls the Grievance Committee Chairperson to come in for the purpose of representing bargaining unit members, they shall be paid a minimum of two hours at time and one-half their regular hourly rate or if needed for more than two (2) hours shall be permitted to select compensatory time off or be paid actual time spent at time and one-half their regular hourly rate. Under normal circumstances, the Employer will either (1) obtain the Grievance Committee Chairperson's consent to use an alternate Association Committee person or (2) will defer holding meetings and will waive applicable time limits in order to facilitate the presence of the Grievance Committee Chairperson during their regularly scheduled work hours. The Grievance Committee Chairperson shall upon request be allowed necessarily spent time away from their normal assigned duties without loss of pay to perform Association duties and will remain part of minimum staffing.

The Grievance Committee Chairperson shall schedule in advance any time off necessary to perform Association business that will require a significant amount of time away from their normal job duties (e.g. arbitration hearings, negotiations). Grievance

Committee Chairperson will be permitted to discuss Association business with other members during their duty hours. However, such discussions shall not interfere with the performance of the members duties. When the Grievance Committee Chairperson is unavailable for their regular shift duties resulting from the need to perform Association business then they shall not be counted for minimum manning purposes. On such days, the shift commander/supervisor may correspondingly deny a request from an employee for compensatory time if the compensatory time will result in dropping below minimum staffing. The approved hours of leave from the Grievance Committee Chairperson's regular shift duties shall not exceed ten (10) hours per week.

- (c) A Grievance Committee consisting of the Grievance Committee Chairperson and three (3) other non-probationary employees in the bargaining unit selected in any manner determined by the Association.
- (d) The Executive Board of the Association shall not exceed six (6) non-probationary employees in the bargaining unit elected by the Association. The Association Executive Board (also referred to as the Executive Committee) shall be released from duty, without loss of pay, for time necessarily lost from regularly scheduled working hours while preparing for and conducting negotiations.
- (e) The Employer shall provide a private, lockable office at a location to be mutually agreed upon, for the exclusive use of the Association.

Immediately following the selection of the Association's representatives, the Employer shall be furnished with a list of the names of the Association representatives and any alternates and their assignments. The Association shall promptly notify the employer in writing of any change in the names of the assignments of the Association's representatives. Such representatives shall suffer no loss of pay for time necessarily lost from the regularly scheduled working hours while investigating and presenting grievances as provided in the Grievance Procedure. Association representatives, other than grievance chairperson, shall request permission from their immediate supervisor when it is necessary for them to leave their assignment for grievance purposes.

Such permission shall be granted, unless in the judgment of the supervisor, the employee cannot be spared from their work until the urgent aspects of an assignment are completed, in which event, permission shall be granted upon completion of the urgent aspects of the assignment.

SECTION 7 - 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 hired or transferred into the bargaining unit after the effective date thereof, shall become and remain members of the Association in good standing or pay a service fee equivalent to the amount of dues uniformly required of members, within thirty-one (31) days after the date of hire, or transfer into the bargaining unit.

SECTION 8 - UNION DUES:

- (a) Labor Dues: The Financial Secretary for the Association shall annually inform the employer, in writing, the amount of the regular labor dues or fees to be deducted from each member paycheck. The Employer agrees to deduct said amounts from each paycheck as certified by the Financial Secretary, in equal amounts from the first and second paycheck each month, and to forward same to the Financial Secretary during the month in which the deductions occur. The Association shall indemnify and hold the Employer harmless from any liability that may arise out of the Employer's deduction and forwarding of said labor dues and fees to the Association.
- (b) Fraternal Dues: The Financial Secretary for the Association shall annually inform the employer, in writing, the amount of the regular monthly fraternal dues to be deducted from each member paycheck and a listing of those members that said fraternal dues are to be deducted from. Said fraternal dues shall be deducted, in equal amounts, from the first and second paycheck of each month and forwarded to the financial secretary of FOP Lodge #98 monthly. The member shall indemnify and hold the Employer harmless from any liability that may arise out of the Employer's deduction and forwarding of said fraternal dues to FOP Lodge #98.

ARTICLE II - LABOR/MANAGEMENT MEETINGS

SECTION 1 - COMMUNICATION: 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 - REPRESENTATION: The Association shall be represented at labor/ management meetings by its Executive Board. The Employer shall be represented by the Chief or designated representative and any other Employer representatives they so designates.

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

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

ARTICLE III - GRIEVANCE PROCEDURE

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

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

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

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

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

shall contain a general statement of the reasons for the answer, to the Chairperson of the Association's Grievance Committee.

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

- (a) The Appeal Board shall consist of one (1) representative selected by the Employer and one (1) representative selected by the Association. The Appeal Board shall meet within fourteen (14) working days after receipt of the above appeal notice by the Employer and the Employer's representative shall render a decision within seven (7) working days following such meeting.
- (b) In the event the decision by the Employer's Appeal Board representative is not accepted by the Association, and either the Association or the Employer desire to carry the grievance further, it shall submit the grievance to arbitration by the American Arbitration Association in accordance with its voluntary Labor Arbitration Rules, provided such submission is made within thirty (30) calendar days after the decision of the Appeal Board.
- (c) Neither the Appeal Board in (a) above, nor the arbitrator in (b) above, shall have authority to add to, subtract from, change or modify any provisions of this Agreement, Civil Service Ordinances, City Personnel Rules, Regulations and Personnel Rules, Regulations and Personnel Policies of the City of Kalamazoo, and the Kalamazoo Public Safety Department Rules and Regulations and/or Policies and Procedures, but shall be limited solely to the interpretation and application of the specific provision contained therein. However, nothing shall be construed to limit the authority of the Appeal Board or the arbitrator, in their respective judgment, to sustain, reverse or modify an alleged unjust discipline or discharge that may reach this stage of the Grievance Procedure. The decision of the Appeal Board or the arbitrator shall be final and binding upon the parties hereto.

- (d) The expenses and fees, if any, of the members of the Appeal Board shall be borne by the parties by whom they are selected. The expenses and fees of the arbitrator shall be shared equally by the Employer and the Association.

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

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

SECTION 5 - JOINT GRIEVANCE COMMITTEES: Meetings of the Joint Grievance Committees provided for in the Second Step of the Grievance Procedure shall be scheduled at a time that is mutually agreeable. The Association Committee members, not to exceed a total of four (4) in number, shall be paid their straight time hourly rate of pay for all time away from their regularly scheduled work to attend such meetings. The Employer shall be promptly informed in writing as to the membership of the Association's Grievance Committee and any changes therein.

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

SECTION 7 - 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 - DISCIPLINARY CASES

SECTION 1 - CONTESTING DISCIPLINE: In the event an employee in the bargaining unit shall receive a written warning, be suspended from work for disciplinary reasons, or is discharged from their employment after the date hereof, and they believe that the discipline was unjustified, such discipline shall constitute a case arising under the Grievance Procedure, provided a written grievance with respect thereto is presented to the Chief or designated representative within five (5) regularly scheduled working days after receipt of the written warning, notice of discharge, or after the start of an unpaid suspension. Grievances involving suspensions or discharges shall be initially filed at the Second Step (Human Resources Director or designee) within five (5) regularly scheduled work days of the date of imposition of the suspension or discharge.

- (a) The Employer agrees to promptly notify in writing the employee's Grievance Chairperson (or, in their absence, the Grievance Committee person) of any suspension or discharge.
- (b) A suspended or discharged employee, if they so desires, will be allowed to discuss the suspension or discharge with the Grievance Chairperson (or, if they are not readily available, with their Grievance Committee person) before being required to leave the property of the Employer.
- (c) It is understood and agreed that when an employee files a grievance with respect to a disciplinary action, the act of filing such grievance shall require the release of relevant information available to the employer concerning the alleged offense to participants in the grievance procedure, if requested. Such requests by the KPSOA will be made in writing to the employer. The employer will have ten (10) business days to provide the requested information. If the requested information cannot be produced or is denied, the employer will respond in writing to the KPSOA with the reason for the denial. Such filing shall further constitute a release of the Employer from any and all claimed liability by reason of such disclosure.

- (d) Any employee covered by this Agreement may view the contents of their personnel file which is located in the Human Resources Department in the presence of a member of the Human Resources staff at any reasonable time, upon request.

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

ARTICLE V - STRIKES AND LOCKOUTS

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

SECTION 2 - DISCIPLINE FOR VIOLATION OF STRIKE PLEDGE: Individual employees or groups of employees, who instigate aid or engage in a work stoppage, slowdown, strike, or sympathy strike, may be disciplined or discharged at the sole discretion of the Employer. It is understood and agreed that the question as to whether the actions of such employees constitute such prescribed activity may be subject to the Grievance Procedures.

ARTICLE VI - SENIORITY

SECTION 1 - DEFINITIONS: Seniority shall be defined as an employee's length of continuous service with the Employer since their last hiring date.

Departmental seniority shall be defined as an employee's length of continuous service with the Employer's Police, Fire, or Public Safety Department since their last hiring date.

Classification seniority shall commence upon an employee's date of entry into a classification and shall include their seniority in a higher classification in which they have served a satisfactory probationary period.

Public Safety Officer Classification seniority shall include any classification seniority in the classifications of Fire Fighter or above and Police Officer or above, that was accrued prior to the date of entry into the Public Safety Officer Classification.

Classification seniority shall accrue in the Community Service Officer and Police Officer classifications for certified Sworn Officers from their last date of entry into the classification of Police Officer or above while employed by the Employer. "Last hiring date" shall mean the date upon which an employee first reported to work at the instruction of the Employer since which they have not quit, retired or been justifiably discharged.

No time shall be deducted from an employee's seniority due to absence occasioned by authorized leaves of absence, vacations, sick or accident leaves or for layoffs except as hereinafter provided.

- (a) It is understood and agreed that an employee who bids down to a lower rated classification shall not obtain classification seniority in the new classification based upon their service in a higher rated classification unless they had previously established classification seniority in the new classification.

SECTION 2 - PROBATIONARY PERIOD: All new employees shall be probationary employees until they have completed one (1) year of employment. The one (1) year period shall not include time spent in the Police Academy. The purpose of the probationary period is to provide an opportunity for the Employer to determine whether the employee has the ability and other attributes which will qualify them for regular employee status. During the probationary period, the employee shall have no seniority status and may be terminated at the sole discretion of the Employer without regard to their relative length of service, and without recourse to the Grievance Procedure. At the conclusion of their probationary period, the employee's name shall be added to the seniority list as of their last hiring date. Employer acknowledges the value of input from the union officers in making the final probationary evaluation of employees. Management agrees to receive and consider input from the Executive Board in making its determination of permanent status.

SECTION 3 - SENORITY LIST: The Employer shall maintain an up-to-date seniority list. A copy of the seniority list will be posted on the appropriate bulletin boards each six (6) months and placed in the Association's mailbox. The names of all employees who have completed their probationary periods shall be listed on the seniority list in order of their last hiring dates, and the date of entry into each classification, starting with the senior employee at the top of the list. Employees hired who have the same last hiring date, shall have their seniority listing determined by a blind draw to be conducted by a representative of the Human Resources Department and the Association. The same procedure shall apply for determining date of entry into a classification. Fire Marshals shall be listed on Public Safety Officers seniority list.

SECTION 4 - TERMINATION OF SENORITY: An employee's seniority shall terminate:

- (a) If they quit, retires, or is justifiably discharged.
- (b) If following a layoff they fail or refuses to notify the Employer of the intention to return to work within seven (7) calendar days after a written notice by certified mail of such recall is sent to their last address on record with the Employer unless the Chief or designated representative is informed in writing by the employee that they will be on vacation and will not be able to be reached at a specified location, in which event, they shall not be subject to recall until they have notified the Chief or designated representative of an address where they can be reached (during such period of time employees with less seniority may be recalled to work pursuant to Section 5 of this Article, subject to the bumping rights of the vacationing employee) or having notified the Employer of their intent to return fails to do so within fourteen (14) calendar days after such notice is sent.
- (c) If they are absent for two (2) regularly scheduled working days without notifying their 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 they accept employment elsewhere while on a leave of absence unless they have 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, they present evidence satisfactory to the Employer that it was impossible to return to work at the expiration of such leave.

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

SECTION 5 - LAYOFF PROCESS: If it is necessary to reduce the number of employees in the department, departmental probationary employees, shall be laid off first. Thereafter, if it is necessary to further reduce the number of employees in the department, the Employer shall determine the number of employees to be removed from each job classification. Employees in the affected job classifications shall be removed on the basis of their classification seniority provided always that the remaining employees have the skill to perform the available work in the classification. Employees removed from a classification may exercise their classification seniority in any other classification in which they have classification seniority, provided they have the skill to perform the available work in such classification, and accept the salary established for such job classification. Sworn Police Officers may, but shall not be required to, displace employees in the Community Service Officer classification, provided that they have greater classification seniority than the Community Service Officer. Part-time Dispatchers will be laid off first when there is a reduction in the number of classified dispatcher positions before full-time regular dispatchers.

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

SECTION 6 - LAYOFF WITHIN CLASSIFICATION: If it is necessary to reduce the number of employees in a job classification, employees shall be removed on the basis of their classification seniority, provided always that the remaining employees have the skill to perform the available work in the classification. Employees removed from a classification may

exercise their classification seniority in any other classification in which they have classification seniority, provided they have the skill to perform the available work in such classification. Employees shall be recalled in accordance with their classification seniority.

ARTICLE VII - FILLING VACANCIES AND PROMOTIONS

SECTION 1: FILLING VACANT POSITIONS: When it is necessary to fill a new permanent job classification or a permanent vacancy in the existing job classification within the bargaining unit or the Sergeant's job classification, such position shall be filled or if no current eligibility list is in effect, then posted within thirty (30) calendar days from the date the position became vacant. If the Chief determines that it is not necessary to fill the position within such period of time, they shall notify the President of the Association. If the position to be filled is in a classification other than Community Service Officer or Police Officer, the following procedure shall apply:

(a) Posting:

Lab Technician, Crime Lab Specialist I & II, Fire Marshal, Polygraph Examiner, Fleet Manager or Evidence/Quartermaster CSO. When an eligibility list is to be established, notice shall be posted on the appropriate bulletin board for a period of fifteen (15) days, during which time employees who are eligible may indicate their interest in competing for the position by notifying the Chiefs Office in writing. If no currently employed CSO's apply for a vacant CSO position, the City of Kalamazoo will post the positions(s) externally.

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

(b) Eligibility Requirements:

The minimum eligibility requirements for established positions are as follows:

Detective, Crime Lab Technician, Polygraph Examiner: Three (3) years as a KDPS employee in a sworn position (5 years for Polygraph Examiner). NOTE: Polygraph Examiner applicants must be able to satisfy the minimum criteria established by the polygraph training institute selected by the Employer and must be able to satisfy licensing requirements as established by the State of Michigan.

Crime Lab Specialist: Effective 6/2/05, candidate must be a Crime Lab Technician and/or a certified Relief Lab Technician and have 5 years of service with the Kalamazoo Department of Public Safety.

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

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

Investigative Aide: All non-probationary CSO's are eligible; selection shall be made by the Chief.

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

- i. For the duration of the contract the promotional process for Sergeant, Detective, Fire Marshal, and Lab Technician will follow the agreed upon Memorandums of Understanding incorporated in this contract. (Refer to appendix J, I, H and K)
- ii. At discretion of the Chief, a member the Citizens Public Safety Review and Appeals Board (CPSRAB) will serve

as a monitor during the Sergeants promotional interview. CPSRAB members will not take any notes or documents from the interview process.

1. Written Examination. Eligible employees who bid for a job in other than the Polygraph Examiner and CSO classifications shall be allowed to take a written examination which shall be practical in character and designed to fairly and fully test the comparative merit and fitness of the person examined to discharge the duties of the position sought by them, including the supervisory skills of applicants to Sergeants' classification. The examination shall be either prepared or selected under the supervision of the Human Resources Department. All employees who participate in the preparation of the examination shall have access to only those portions of the examination upon which they are being consulted and shall keep such information in strict confidence. The examination shall be conducted by an employee of the Human Resources Department, who shall assign a number to each applicant. Following completion of the examination, the test will be scored by an employee in the Human Resources Department. The passing score for all examinations shall be established at seventy (70%) percent. The Human Resources Department may conduct an item analysis of the examination to determine if any of the questions should be excluded before final scores are assigned. If the written examination involves applicants for the Detective or Sergeant classifications, the balance of the promotional procedures shall not be completed until the Chief determines there is a need to fill a permanent vacancy in the classification. However, the score of those applicants successfully passing the written examination shall be posted. Passing the written examination assures the candidate eligibility to move onward in the promotion process to the personnel file examination step of the process.
2. Personnel File Examination. The personnel file of each applicant shall be reviewed by the Oral Examining Board, sitting together as a Board. The members of the Oral Examining Board shall rate each applicant's ability to perform the job for which they have made application based upon the information contained in such file. The personnel file shall be rated using the rating form used for said purpose in the personnel file rating during the promotional process immediately prior to January 1, 1998, and the scoring of

each Board member will be made known to each other Board member as they sit together as a Board. The personnel file shall be graded on a pass/fail basis with a score of fifteen (15) or more out of twenty (20) points being a passing score. Each applicant that passes the written and the personnel file examination shall be eligible to move to the Oral Board Test.

3. Oral Board Test. The Oral Examining Board shall consist of the Public Safety Chief, or designated representative, a Command Officer and one additional member both selected by the Chief. In addition, a Union representative (determined by the KPSOA) and a Human Resources representative shall serve as monitors. The Oral Examining Board shall inquire concerning the employee's experience, training, qualifications, attitude and any other factors deemed relevant by the members of the Board in order to determine the applicant's ability to perform the job for which they have made application. The basic questions for each area of inquiry shall be prepared in advance and asked of each applicant. Members of the Oral Examining Board shall score each applicant at the completion of the interview and shall not thereafter be allowed to change the score. The scores of each Oral Board member will be added and the scores of all Board members will be averaged and made known to all Board members while sitting together immediately upon conclusion of the oral examination. The average oral examination score obtained by an applicant shall be given as a percentage (0%-100%). An average score of 70% must be obtained in order to pass the Oral Board Test and advance in the application process. The passing score shall constitute 40% of the employee's total final score.
4. Seniority. Each applicant shall receive one-half ($\frac{1}{2}$) point for each year of service as a Sworn Police Officer or above with the Department as of the date of the job posting up to a maximum of twenty (20) years. Each Public Safety Officer Sergeant or Fire Marshal applicant shall receive one-half ($\frac{1}{2}$) point for each year of service in the classification of Police Officer or above and in the classification of Fire Fighter or above as of the date of the job posting up to a maximum of twenty (20) years. (No period of employment shall be counted more than once in making the calculation.)

5. Eligibility List. Each applicant who has passed the written examination, oral board and the personnel file examination shall be eligible for placement on the promotional eligibility list. Placement on the promotional eligibility list will be as follows. the score obtained by the employee on the written examination will be divided by two (2) and the resulting number will be added to the employee's Oral Board score and the employee's seniority points. The total of these three scores will determine the placement of each employee on the promotional eligibility list starting with the applicant receiving the highest score and ranking downward in descending order. If two (2) or more applicants have the same total score, then they shall be ranked on the list in order of seniority using the seniority specified in subsection (c) above for the position list being ranked. Each applicant shall be notified of their ranking.

The Public Safety Chief shall fill any permanent vacancy by selecting from among the top five (5) employees on the Sergeant and Detective eligibility lists and the top three (3) employees on the Technician and Polygraph Examiner eligibility lists.

The eligibility lists shall remain in effect until such time as less than three (3) names appear on the list or for a period of one (1) year from the date of posting of the eligibility list for Detective's, Technician's or Polygraph Examiner's positions, and until such time as less than five (5) names appear on the Sergeant eligibility list or the following April 1st, whichever occurs first. Upon the expiration of an eligibility list for a Technician's or Polygraph Examiner's classification, it shall not be reestablished until the Public Safety Chief determines that within a period of three (3) months, it will be necessary to fill a permanent vacancy in the classification. In the Detective's or Sergeant's classification, a list that expires before April 1st shall be reestablished as provided above and remain in effect for one (1) year after the following April 1st. The list of employees eligible to test for the position shall be expanded to include those who would have been eligible in the next year if a test had been given that year. Those expanded eligible individuals will not be eligible to be placed on the eligibility list for promotion until the date they would have been eligible to test.

If the Chief is initially presented with a list consisting of less than

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

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

Notwithstanding the above procedures, the eligibility list for the position of Polygraph Examiner will be established utilizing the following procedure. Any sworn KPSOA member with five (5) or more years of experience as a sworn employee of the Kalamazoo Department of Public Safety may bid on the position. To be eligible to receive the bid, the employee must meet the minimum criteria set by the State of Michigan Licensing Board under the Forensic Polygraph Examiner's Act. Among those criteria is the requirement that the employee possesses an academic degree of at least a Baccalaureate level from an accredited college or university, with such degree including specialized study in one academic major or two minors which the Board determines to be suitable for and related to specializing as a Polygraph Examiner. An oral board will be conducted, consisting of the Captain of the C.I.D. or their designee, three (3) licensed polygraph examiners, one of whom shall be from the Department, if one is available and a KPSOA Board member or designee. A list ranking the individuals, based

on their oral board scores, will be submitted to the Chief, who may select from the top three (3) candidates.

Protocol for selection of a Lab Technician will consist of a file review graded on a pass/fail basis only, an oral board examination constituting 50 percent of the total available score and a written examination constituting 50 percent of the total available score.

Protocol for selection of a Lab Specialist will consist of an oral board examination constituting 50 percent (one half) of the total available score, a personnel file review constituting 40 percent of the total available score, and seniority points given at one (1) point per each completed year of service (completed as of the date of the job posting) to a maximum of 10 points constituting 10 percent of the total available score. In lieu of a written examination, an essay paper, consisting of no more than 500 words written on a topic related to the forensic laboratory discipline will be submitted to the oral board and will be weighted as a portion of the oral board examination.

SECTION 2 - PROMOTIONS: When an employee is promoted to a higher paying job classification within the bargaining unit, they shall be on job probation in the classification to which they are promoted for a period of six (6) months [one (1) year if promoted from the Community Service Officer classification to Public Safety Officer classification]. The purpose of the job probation is to give the Employer an opportunity to observe the employee at work in such classification and to form an opinion as to whether the employee has the ability, knowledge, and skills required to satisfactorily perform the job duties. During the job probation, the employee may be removed therefrom at any time they demonstrate that they are or will be unable to satisfactorily perform the requirements of the job. If so removed, the employee shall be returned to the last previous job classification they had permanently occupied. For new hires and persons promoted to PSO removal from the classification within one (1) year probationary period shall not be grievable.

- (a) When promoting from one pay scale to a higher pay scale the employee will be placed at the lowest step in the new pay scale which provides at least a 5% increase in pay rate up to the maximum rate of the new pay scale.

SECTION 3 - TEMPORARY TRANSFERS: The Employer shall have the right to temporarily transfer employees within the bargaining unit for up to sixty (60) days, irrespective of their seniority status, from one job classification to another to cover the employees who are absent from work due to illness, accident, vacations or leaves of absence for the period of such absence. The Employer shall also have the right to temporarily transfer employees within the bargaining unit, irrespective of their seniority status and shifts, to fill jobs or temporary vacancies and to take care of unusual conditions or situations which may arise for a period of not to exceed twenty (20) working days in any calendar year. It is understood and agreed that any employee within the unit temporarily transferred in accordance with the provisions of this section, shall not acquire any permanent title or right to the job to which they have temporarily transferred but shall retain their seniority in the permanent classification from which they were transferred.

SECTION 4 - PROMOTION OUT OF BARGAINING UNIT: If an employee is promoted to a position in the department not included in the bargaining unit and is thereafter returned to a position within the bargaining unit, they shall have accumulated departmental and classification seniority while working in the position to which they were promoted except as provided in (i) and (ii) below.

- i. An employee who is promoted to a non-bargaining unit position, Sergeant or higher, effective 9/15/11 or later, shall continue to accumulate classification seniority within the KPSOA until their position becomes permanent, at which time their classification seniority shall be frozen.
- ii. If an employee, in a position of Sergeant or higher voluntarily or involuntarily transfers back into the bargaining unit, their classification seniority will re-commence. They shall not accrue seniority for the time spent in any position outside the bargaining unit. The employee's classification seniority shall not include time spent in the non-bargaining unit position(s).

Employees returned to the bargaining unit under the above circumstances shall retain all rights accrued for the purpose of any benefits provided for in this Agreement.

- (a) In the absence of a layoff, an employee cannot return to the bargaining unit without the Public Safety Chief's approval. If an

employee returns with the Public Safety Chief's approval, it will not result in an employee being displaced from the classification to which the employee is returned.

ARTICLE VIII - LEAVES OF ABSENCE

SECTION 1 - PERSONAL LEAVE: The Employer may grant a leave of absence for personal reasons not to exceed thirty (30) calendar days without pay and without loss of seniority to an employee who has completed their department probationary period. Permission for a leave of absence shall not be unreasonably withheld; however, the judgment of the Employer shall be the determining factor concerning the work force requirements of the department.

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

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

SECTION 3 - REGULAR MILITARY LEAVE:

- (a) Leaves of absence shall be granted to employees who are active in the National Guard or a branch of the Armed Forces Reserves for the purposes of fulfilling their annual field training obligations and when called out due to temporary civil disturbances.
- (b) Applications for leaves of absence for such purpose must be made as soon as possible after the employee's receipt of their orders.

- (c) Employees who are ordered to report for annual field training or called out due to temporary civil disturbances hereunder and who present evidence that they reported for and fulfilled such obligation, upon presenting evidence as to the amount of compensation received from the government, shall be paid the difference, if any, between what they received in the form of pay therefore, and what they would have received from the Employer had they worked during such period. The compensation thus paid by the Employer shall not exceed the difference in pay for eighty-four (84) hours in any one (1) calendar year. For purposes of this section only, a “calendar year” will be treated as the fiscal year used by the military, October 1 - September 30th

- (d) Should the United States declare war, it is agreed that the City of Kalamazoo will expand the language under Article VII, Section 3 for the duration of the war. The expanded language shall allow:
 - (1) Supplemental pay of KPSOA members who are called up for military service in the National Guard or a branch of the Armed Forces Reserves during the term of the war. During this time employees will be paid the difference in their gross military pay and their City base pay.

 - (2) Benefits and accruals will continue as provided to active employees. Medical benefits shall continue with the employee’s normal contribution being deducted. Pension contributions and other scheduled payroll deductions will be made as well.

 - (3) Any KPSOA member on a current military deployment as of December 1, 2021, will continue to receive an enhanced military supplement as defined in section (d). No enhanced military supplement will be provided to KPSOA members currently deployed beyond May 31, 2022, unless the United States declares war as defined in section (d).

SECTION 4 - FULL-TIME MILITARY LEAVE: A full-time employee who enters the military service by draft or enlistment shall be granted a leave of absence for that purpose and at the conclusion of such leave of absence shall be reinstated in accordance with all applicable provisions of

the Selective Service and Training Act and any other applicable laws then effective.

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

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

- (b) Paid funeral leaves for the death of a member of an employee's immediate family shall be available in the event of the death of the employee's then current spouse or child, step child, brother, sister, parent, step-parent, grandparent, grandparent-in-law, grandchild, mother-in law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, niece or nephew, provided the employee actually attends the funeral, memorial service, memorial ceremony, or any post funeral functions or arrangements. Relatives other than those herein designated shall not be considered members of the immediate family for the purposes of this subsection. Subject to discretionary approval of the Divisional Commander, an employee may be granted time off with pay (by using sick time, vacation time or comp time) for the purposes listed in this section for relatives who were closely associated with the employee for the purposes of attending a funeral memorial service or memorial ceremony. 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) calendar days beginning with the day of death through two (2) calendar days after the funeral, memorial service or memorial ceremony unless the leave is for the purpose of attending a funeral, memorial service or memorial ceremony 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) calendar days beginning with the day of death through two (2) calendar days after the funeral, memorial service

or memorial ceremony.

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

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

SECTION 7 - JURY DUTY: The Employer agrees that when a full-time regular employee is called for jury duty they 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 they are scheduled for jury duty and will pay to such employee the difference between what the employee received as pay for jury duty and what they would have earned had they been able to work the entire regularly scheduled shift. Such payment will only be made on days when the employee otherwise would have been scheduled to work. An employee shall report promptly to work when they are excused from jury duty, provided they are excused during the regularly scheduled shift. Failure of the employee to so report shall cause them to forfeit all right and claim to jury pay under this Section. This Section does not apply to employees who volunteer for jury duty and the Employer's

obligation to pay an employee for jury duty shall be limited to a maximum of forty-five (45) days in any calendar year.

ARTICLE IX- HOURS OF WORK

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

- (a) The normal work week for Public Safety Officers assigned to a district station as an Equipment Operator or back up Equipment Operator shall average fifty-six (56) hours and the normal workday shall consist of twenty-four (24) hours. The normal duty is from 0700 hrs. until 1600 hrs. each workday. 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. Station assigned personnel will be expected to handle walk in complaints and those Tele-serve complaints transferred to them up to 1900 hrs. Absent such complaints, employees are free to pursue other legitimate interests in the station pending an alarm. All days worked are considered normal duty days with respect to station duties and training which may be scheduled, provided however, that members need not perform any 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.

SECTION 2 - WORK WEEK: The normal work week for all other sworn personnel will consist of an average of forty-two (42) hours. The normal work week for CSO's will be a forty (40) hour week based on either a four (4) day or a five (5) day schedule.

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

First shift: 0700 hrs. to 1900 hrs

Power shift: 1500 hrs. to 0300 hrs.

Second Shift: 1900 hrs. to 0700 hrs.

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

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

- (a) Employees working a four (4) hour shift are entitled to a fifteen (15) minute break period at or near the midpoint of their shift. No backfill will be required for such employees during these break periods. If an employee works two (2) consecutive four (4) hour shifts, these fifteen-minute break periods at or near the midpoint of the four (4) hour shifts are the only break periods to which the employee is entitled. When possible, and when it does not cause

additional overtime, CSO's are permitted to take both fifteen (15) minute breaks back to back, for a 30 minute break.

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

- (a) Shift Bid: The Public Safety Chief shall post for each division by shift the number of employees needed in each of the following assignments:

Yearly on or about December 1st

PSO Zone Officer	Lab Technician
Tele-Serve	Downtown Beat Officer
Traffic Officer	PSO Equipment Operator
Court Officer (PSO)	

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

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

- (b) Once the shift schedule has been posted a seniority list along with the shift schedule shall be furnished to each division and circulated therein and employees regularly assigned to the assignments listed above shall bid on the shift and day off schedule (platoon) they desire based upon their classification seniority. This provision does not alter the Employer's right to temporarily transfer employees per Article VII Section 3 Temporary Transfers. If management determines the need to transfer station assigned personnel on a daily basis to another station, it will identify the station from which an employee can be spared and will first seek volunteers from that station. If no volunteers are secured, the least senior employee at such identified station who has the requisite skills to perform the assignment will be transferred. The twenty (20) day rule set forth in Article VII Section 3 Temporary Transfers will not apply to such transfers.

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

SECTION 5 - SPECIALITY UNITS: Employees assigned to the COPS/Kalamazoo Valley Enforcement Team and Crime Reduction Team shall be excluded from the definite shift and shift bid concepts of this Article so long as the procedure for assignment remains as it was at the effective date of this Agreement.

- (a) Evidence/Quartermaster (CSO), Computer Service (CSO), Fleet Manager, KVET, K-9, Training Officer, School Liaison Officer, Investigative Aide CSO, Evidence Technician and Community Police Officer (CPO) are filled by the Chief requesting memos. The Chief may personally interview employees submitting memos as part of the selection process.
- (b) KPSOA members assigned to KVET, CRT, and CPO may only occupy one of these assignments for a period of five (5) years or two of these assignments for a cumulative seven (7) year assignment. This five (5) or seven (7) year period will be deemed to continue until the time of the first shift bid occurring after the date on which the employee has been in the assignment for the maximum amount of time. When a KPSOA member has occupied one assignment for five (5) years or one or more of these assignments for seven years, they must be assigned to an Operations Division assignment for a period of at least one (1) year before they can be assigned to another assignment in KVET, CRT or CPO. KPSOA members who began their assignment in KVET, CRT, or CPO prior to 1-1-2022, their five (5) or seven (7) year period begin on 1-1-2022. At the discretion of the Chief, KPSOA members assigned to a Federal Task Force may have the five (5) year time limit waived.

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

- (a) Detectives assigned to jail duty must begin work between the hours of 0700 and 0900. Detectives on jail duty that are working the 10-1/2 hour shift must find another Detective to perform jail

duty work on their scheduled day off and this change must be noted on the weekly schedule.

- (b) Detectives and Polygraph Examiners agree not to schedule a day off if they have a subpoena, other scheduled meetings, training sessions, or events that would create overtime or comp time.
- (c) When selecting 10-1/2 hour shifts, Detectives have a designated day off, either Monday or Friday. The Detective may elect to take Tuesday, Wednesday, or Thursday off instead of the designated day off, but may not trade Monday for Friday or vice versa, without the approval of CID Command, unless the Monday or Friday is a holiday.
- (d) One Detective each week is designated on the schedule to attend the City Commission meeting. That Detective must schedule themselves to work up until 2200 hours. If the Detective that is scheduled to cover the City Commission meeting is going to be absent from work, they will notify CID Command prior to the posting of the schedule. The least Senior Detective scheduled to work will then be required to adjust their hours of work and attend the City Commission meeting if no volunteers are found. If no Detective is scheduled to attend the City Commission meeting the least Senior Detective that is working will be required to adjust their hours of work and attend, if no volunteers are found.
- (e) Detectives agree and understand that they may be required to attend neighborhood meetings. Detectives agree that their work schedule will be adjusted to prevent overtime when attending these meetings.

SECTION 7: EXCHANGE OF TIME: KPSOA Members may exchange regularly scheduled work hours with another KPSOA member known as an Exchange of Time (EOT). EOT's are an exclusive agreement between KPSOA members. The employer is not responsible for maintaining records of EOT's or the assurance that EOT's hours are made whole between the KPSOA members. EOT's greater than one hour require notification to their supervisor. Additional hours worked during an EOT are not FLSA eligible.

SECTION 8: REPORTING TO DUTY: KPSOA members are required to report to their assigned work area in the required work uniform at the

time and location determined by their supervisor or as outlined in the CBA. The time spent donning and doffing the required work uniform and protective equipment will not be compensated by the employer and will not be FLSA eligible.

KPSOA members may utilize an EOT with another KPSOA member up to an hour before the start or stop of their shift without notification to their supervisor.

SECTION 9: TRAINING / PROFESSIONAL DEVELOPMENT:

Procedures to attend additional training, seminars, conferences, or schools for professional development will follow KDPS Procedure 600. The employer can modify duty hours / scheduled workdays for KPSOA members to attend additional training, seminars, conferences, or schools for voluntary professional development. Time spent by the KPSOA member for voluntary professional development that is not covered by the employer will not be FLSA eligible.

SECTION 10: USE OF LEAVE TIME TO ACCRUE OVERTIME:

KPSOA members will not be permitted to use leave time from their regularly scheduled workdays to fill a vacant position resulting in the accrual of overtime or compensation time.

ARTICLE X - WAGES

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

- (a) Any employee assigned to a Public Safety Officer classification from the equivalent Police classification shall receive the rate applicable to the same time in grade step that they occupied in the previous Police classification.
- (b) Wage rates in effect December 31, 2021, shall be carried forward into this new Agreement for 2022;
- (c) Effective January 1, 2022, wages shall be increased by two and eight tenths’ percent (2.8%);
- (d) Effective January 1, 2023, wages shall be increased by two and

one quarter percent (2.25%);

- (e) Effective January 1, 2024, wages shall be increased by two percent (2%);
- (f) Effective January 1, 2025, wages shall be increased by two percent (2%)
- (g) Effective January 1, 2026, wages shall be increased by two percent (2%)

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

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

SECTION 3 - TRAINING RATE / LATERAL TRANSFERS: Employees shall be placed in the following rates and wage schedules according to the certifications {MCOLES, Fire Fighter I and II and MFR} they possess;

- (a) New Hire Pay Rate without Lateral Transfer

PO I Wage: PSO's who enter employment and are in the process

of obtaining their MCOLES or Fire Fighter I and II certifications during employment shall be placed in the PO I wage scale;

PSO I Wage: PSO's who have obtained their MCOLES and Fire Fighter I and II certifications during employment will be placed in the PSO I wage scale;

PSO II Wage: PSO's who have obtained their MCOLES, Fire Fighter I and II and MFR certifications and who have successfully completed probation and FTO training will be placed in the PSO II wage scale.

(b) New Hire Pay Rate with Lateral Transfer

(1) Law Enforcement Certification

- Candidates must be Michigan Commission of Law Enforcement Standards (MCOLES) licensed by date of hire (first day worked).
- Candidates who have separated service from a Michigan law enforcement agency or allowed their MCOLES license to expire will be subject to successful re-licensure by MCOLES.
- Candidates who are certified law enforcement officers outside of the State of Michigan will be required to successfully obtain their MCOLES certification as defined by the MCOLES Recognition of Prior Training and Experience program (RPTE). MCOLES requires out of state applicants to have at least one year of full-time law enforcement employment to qualify for the RPTE program. Out of state part time officers will not qualify.

(2) Lateral Transfers - Law Enforcement:

- (a) Candidates who are currently employed or have been employed as a full- or part-time law enforcement officer within the preceding year from date of hire. KDPS will credit up to three (3) years of service (Step 4) on the PO II wage scale in accordance with the collective bargaining

agreement (CBA)

- Candidates must be MCOLES licensed by the date of hire to qualify for the Lateral Transfer – Law Enforcement.
- Candidates that are hired and are currently employed or have been employed as a full- or part-time law enforcement officer with another agency in the state of Michigan or currently employed or have been employed as a full-time law enforcement officer with at least one year of experience at an agency outside the State of Michigan within the preceding year from date of hire will be placed into the PO II wage scale in accordance with the number of years of credited service up to a maximum of 3 years (Step 4).
- Candidates that are hired and have been previously employed as a full- or part-time law enforcement officer with another agency within the State of Michigan or full-time officer with at least one year of experience outside of the State of Michigan, and separation has been more than one year from date of hire, the candidate will be placed into Step 1 on the PO II wage scale.
- Candidates will remain within the PO II wage scale at their appropriate step for the duration of their required training (Firefighter I and II, MFR, Advanced Academy, and FTO) and successful completion of their probationary period as defined in the CBA.
- Upon completion of training and probation (as noted above), the candidates will be placed into the PSO II wage scale at the same starting step as their date of hire. Once a PSO is placed into the PSO II wage scale, they will begin their normal progression through the step raises as provided in the CBA. Candidates hired as part of the Lateral Transfer program retain all rights to annual raises as stipulated by the CBA within their current step and classification level.

(b) MCOLES Licensure Eligible

Candidates who have completed a state recognized training academy and are eligible for MCOLES licensure at the date of hire will be placed into Step 1 on the PO II wage scale.

(3) Lateral Transfers - Fire:

(a) Candidates who are Currently employed or have been employed as a full-time firefighter and possess State of Michigan Firefighter I and II and Medical First Responder certification within the preceding year from date of hire. KDPS will credit up to three (3) years of service (Step 4) on the PO II wage scale in accordance with the collective bargaining agreement (CBA).

- Candidates must be State of Michigan Firefighter I and II and Medical First Responder or higher by the date of hire to qualify for the Lateral Transfer - Fire.
- Candidates that are hired and are currently employed or have been employed as a full-time firefighter with another agency in state of Michigan within the preceding year from date of hire will be placed into the PO II wage scale in accordance with the number of years of credited service up to a maximum of 3 years (Step 4).
- Candidates will remain within the PO II wage scale at their appropriate step for the duration of their required training (Police academy, Advanced Academy, and FTO) and successful completion of their probationary period as defined in the CBA.
- Upon completion of training and probation (as noted above), the candidates will be placed into the PSO II wage scale at the same starting step as their date of hire. Once a PSO is placed into the PSO II wage scale, they will begin their normal progression through the step raises as provided in the CBA. Candidates hired as part of the Lateral Transfer program retain all rights

to annual raises as stipulated by the CBA within their current step and classification level.

(4) Lateral Transfer placement on the Step Schedule:

1 year experience or less:	PO II, Step 1
1 year to less than 2 years' experience:	PO II, Step 2
2 years to less than 3 years' experience:	PO II, Step 3
3 years completed service or greater:	PO II, Step 4

SECTION 4 - 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 their regularly scheduled work day, or in excess of the regular work schedule which will not exceed 160 hours per two, two-week work schedule period for the 40 hour schedule, 168 hours during a 28 day work schedule period for the 42 hour schedule, and 224 hours during a 28 day work schedule period for the 56 hour schedule, whichever results in the greater amount of overtime pay.

- (a) The current practice concerning qualification for overtime payment shall continue to apply.
- (b) All premium payments shall be computed to the nearest tenth of an hour. All premium pay shall be paid as soon as reasonably possible after it is earned, but in no event later than the second pay period thereafter.
- (c) The KPSOA shall designate one or more of its members to assume the responsibility of obtaining replacements for shift vacancies caused by scheduled employees being absent due to sickness or the scheduled employee being given emergency leave or personal leave.
- (d) 56-hour employees will be compensated at time and one-half of the employee's regular pay rate as defined in the CBA when assigned to a fire apparatus outside of their regularly scheduled working hours in the following situations:
 - Fulfilling a minimum staffing position.
 - Fulfilling additional staffing needs determined by management.
 - Ordered to duty / Staffing recall for fire suppression,

rescue operations or other duties related to the operation of a fire apparatus due to a large event, natural disaster or other public emergency within the City of Kalamazoo or as a mutual aid assist to another governmental entity in the state of Michigan.

- The COK agrees to make reasonable accommodations (to the extent possible) for personnel operating in the field for an extended period of time, to include; breaks with relief, restrooms, and access to food.
- (e) 56-hour employees will be compensated at time and one-half at the 42-hour employee rate (PSO I or II) as defined in the CBA outside of their regularly scheduled working hours in the following situations:
- Assigned to a fire apparatus to provide any pre-scheduled service for a non governmental entity where the City receives compensation for the services provided.
 - Fulfilling a minimum staffing position whereby the primary role is law enforcement.
 - Fulfilling additional staffing needs as determined by management whereby the role is primary law enforcement.
 - Ordered to duty / staffing recall when the position is primary law enforcement related due to a large event, natural disaster or other public emergency need within the City of Kalamazoo or as a mutual aid assist to another governmental entity.
 - Any schedule training where compensation is approved by management.
 - Any Court appearances where appearance is required
 - Any Specialty assignment call in.

SECTION 5 - SUBPOENAED TO COURT: When, as a result of performing their duties as a Police Officer, an employee is subpoenaed to make a court appearance or appearance before an administrative agency during off duty hours, the employee shall be paid for a minimum of two (2) hours at time and one-half their 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 their regular hourly rate of pay, whichever is greater. The two (2) hours guaranteed minimum provisions shall not apply if the court appearance or appearance before an administrative agency occurs during the two (2) hour period immediately prior to the time an officer

was scheduled to report for duty or the two (2) hour period following their scheduled duty hours, provided the officer is compensated at time and one-half their regular hourly rate for the time between the commencement or ending of the shift, whichever is applicable and the appearance. The payment for time necessarily spent shall include any lunch recess taken by the court or administrative agency, provided that the officer is required by the court or administrative agency to be present following the recess. As a condition of receiving such payment, the employee shall assign their court or administrative agency appearance fee to the Employer.

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

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

SECTION 8 - TEMPORARY TRANSFER: When an employee is temporarily transferred for the convenience of the Employer from one job classification to another, as provided in Article VII Section 3 Temporary Transfers they shall continue to be paid the salary to which they are entitled in their permanent job classification unless they are transferred to a higher job classification for which the maximum of the rate range is higher than their permanent job classification in which event, after performing the responsibilities of the position for a period of one (1) hour, their salary shall be increased for the remainder of such transfer to the level they would have received had they been awarded the job through the bidding procedure. Police Officers who perform work at an accident or crime scene that is normally performed by an employee in the Laboratory Technician classification shall not receive additional compensation for performing such work unless the work is performed for a period of more than four (4) hours during a duty day.

SECTION 9 - NIGHT SHIFT PREMIUM: Shift differential premium will be paid at an hourly rate (based on the scheduled start time of the shift in the table below) concurrently with the time worked. Shift differential premium will only be eligible to assignments that fall under the 40 or 42-hour classification. Officers assigned to Bronson Hospital 1800-0600 shift will be paid at the 1900-2359 rate.

Shift Differential Premium

Scheduled Start Time	Hourly Premium
1200-1459	\$0.55 / hr
1500-1859	\$0.75 / hr
1900-2359	\$1.00 / hr

SECTION 10-SPECIALITYPAY/ASSIGNMENT BONUS:
 Effective in 1991, cross trained employees holding the positions listed below shall receive a PSO 10% premium as part of their base pay:

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

Effective 1991, non-cross trained employees in the above listed positions shall receive an assignment bonus of \$1,000 which is not rolled into the base pay. Such bonus shall be paid April 1st of each year.

Effective in 1991, employees in the assignment of K-9 and KVET, will receive an assignment bonus of \$500 which is not rolled into base. Such bonus shall be paid on April 1st of each year.

Effective in 2018, employees in the assignment of PSO/EO, Fire Marshal or Deputy Fire Marshal who are certified by the applicable State of Michigan fire inspection/prevention course (Fire Inspector I) will receive an assignment bonus of \$500 which is not rolled into base. Such bonus shall be paid on April 1st of each year.

Community Police Officers (CPO's) will receive an assignment bonus of \$750 which is not rolled into base.

Zone Assignment Bonus: KPSOA members who bid and work a Zone Street officer or Traffic officer assignment in the Operations Division will receive an annual assignment bonus (non-FAC eligible) based on cumulative years of service working in this capacity. The first year of employment and any position that is bid and worked outside of a zone street officer assignment will not count towards the cumulative years of service.

5 Years	\$500	15 Years	\$1500
6 Years	\$600	16 Years	\$1600
7 Years	\$700	17 Years	\$1700
8 Years	\$800	18 Years	\$1800
9 Years	\$900	19 Years	\$1900
10 Years	\$1000	20 Years	\$2000
11 Years	\$1100	21 Years	\$2100
12 Years	\$1200	22 Years	\$2200
13 Years	\$1300	23 Years	\$2300
14 Years	\$1400	24 + Years	\$2400

SECTION 11 - COMP TIME ACCRUAL: KPSOA members in the below listed specialty units may accrue comp time up to a maximum

of four hundred eighty (480) hours. Any hours accrued above the four hundred and eighty (480) hour limit will be automatically paid out to the member:

Bomb Squad	KVET
Community Policing Unit (CPO)	SWAT
Explorer Advisor	Detective
Field Training Officers	Crime Lab II
HazMat	Polygraph Examiner
Lab Tech I	Technical Rescue Team
Fire Marshal	Aviation Unit
Honor Guard	Crowd Management Team
K9Team	Crime Reduction Team
KPSOA Union President	
KPSOA Personnel regularly assigned to the Training Division	

All other KPSOA members may accrue comp time up to a maximum of two hundred forty (240) hours. Any hours accrued above the two hundred forty (240) limit will be automatically paid out to the member.

KPSOA personnel will be required to cash out all accrued comp time when leaving the bargaining unit.

The Fair Labor Standards Act (FLSA) allows employees to cash out comp time at any time, but comp time will not count towards the members Final Average Compensation (FAC).

SECTION 12 - PAYROLL DEDUCTIONS: Employees may elect to make voluntary deductions for the following organizations from their paychecks:

United Way (charitable contributions)
FOP Fraternal Dues

SECTION 13 - PAYCHECK ERRORS: When the City makes an error in the amount of base pay of an employee; the error will be corrected within twenty-four (24) hours (excluding weekends) of the time at which the employee notified the City of the error. Paycheck errors relating to pay other than the employee's base pay will be corrected in the following paycheck. If the error is not corrected in the "following paycheck," a special check will be issued within one business day (Monday - Friday) of

the employee notifying the City that the “next paycheck” correction was not made.

When the Employer and the Association agree that an employee is overpaid wages, or special lump sum payments, in error, the employee will be required to repay the City such overpayment for the time period from the date of notice up to ninety (90) calendar days prior to the date of notice of overpayment. The repayment will be made within one year of the notice of overpayment. Such payment increments shall be at least 4% of the base pay for the normal pay period.

SECTION 14-PAYDAY AND DIRECT DEPOSIT: Effective January 1, 2014, all current and future employees shall use the Employer’s direct deposit program, or a payroll card provided by the Employer.

SECTION 15 – TRAINING DIVISION: KPSOA members promoted to the rank of Training Officer and are assigned to the Training Division will receive the same base hourly rate as a Detective (not including the \$.75/hr clothing increase). Currently KPSOA members assigned to the training Division will be promoted in place upon ratification of the contract

SECTION 16 - CANINE HANDLER(S):

1. Canine Handlers will receive fifteen (15) minutes of comp time, at time and one-half of their regular hourly rate, for the care and maintenance of their department assigned canine, for each calendar day of their 28-day work period, heretofore established by the Department pursuant to the provisions of Section 7(k) of the Fair Labor Standards Act (FLSA). Care and maintenance consist of but not limited to time expended necessarily and primarily for the benefit of the employer for feeding, grooming, and exercising, with the canine. Additional time spent by Canine Handlers for personal deviation, love and affection of their canine partners will not be considered as care and maintenance and are not eligible for FLSA.
2. Canine Handlers shall record, on their Canine Training Log, all time spent on canine care and maintenance outside their regular scheduled work hours. In no case shall a Handler’s average time spent in a given 28-day work period for canine care and maintenance exceed the allotted time provided for in paragraph

1, fifteen (15) minutes per calendar day, without prior supervisor approval.

ARTICLE XI - VACATIONS

SECTION 1 - 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. Part-time employees are not eligible to accumulate vacation, however employees who transfer from full time to part-time may use vacation hours earned while a full-time employee. 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:

Completed Years of Service	40 Hour Employee	42 Hour Employee	56 Hour Employee
1 less than 5	88	96	144
5 less than 11	128	138	240
11 less than 12	136	144	240
12 less than 13	144	156	264
13 less than 14	152	162	264
14 less than 15	160	168	264
15 or more	180	180	288

SECTION 2 – 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

Years of Service	42 hr to 56 hr Conversion	56 hr to 42 hr Conversion
1 less than 5	1.50	0.6666
5 less than 11	1.74	0.5749
11 less than 12	1.67	0.6000
12 less than 13	1.69	0.5909
13 less than 14	1.63	0.6136
14 less than 15	1.57	0.6363
15 or more	1.60	0.6250

For Example:

42 hr to 56 hr Conversion	
PSO with 6 years of seniority and 138 hours of vacation	138
Times conversion percentage for 6 years	1.74
Vacation hours available on the 56 hr schedule	240

56 hr to 42 hr Conversion	
PSO with 6 years of seniority and 240 hours of vacation	240
Times conversion percentage for 6 years	0.5749
Vacation hours available on the 42 hr schedule	137.976 =138

SECTION 3 - VACATION PAY RATE: One (1) hour of vacation pay as provided for in Section 1 above shall equal the employee’s regular hourly rate of pay at the time the employee takes their 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 their regular hourly rate of pay, in addition to their vacation pay. An approved vacation is defined as the employee’s full shift prior to the start of their regularly scheduled days off. 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 their accrued vacation leave time for the year.

SECTION 4 - VACATION SCHEDULE: Employees may take their vacations at any time between December 31 in the calendar year in which the vacation have been earned and December 31 of the following year, provided they have made advance arrangements with the Chief or designated representative and in the judgment of the Chief or designated representative can be spared from their work at the time of their regularly scheduled vacation. The Chief or designated representative shall by department policy and procedure establish the number of employees who can be excused from the department for vacation purposes at any one time. It is understood and agreed that Procedure 103 (formerly known as General Order (G-2)) shall remain in effect and be considered reasonable under the circumstances that existed in February 2013. If circumstances occur after February 2013, which the Employer believes necessitates a change in vacation sign up procedure, the Employer may make such change and the Association shall have the right to file a grievance pursuant to Article I, Section 3. Fire Marshal vacation selection does not impact on the allocation for the Uniformed Division nor the Criminal Investigation Division.

- (a) If the Chief determines that an employee cannot be spared from work at the time of their regularly scheduled vacation due to an emergency, unusual conditions or court appearance, preference shall be given to such employee's request to use the vacation time off at another time during the then current calendar year. If such vacation time off cannot reasonably be used during the remainder of the then current calendar year, such vacation time off shall be carried over and used in the following year.

In all other circumstances, employees shall be allowed to accumulate and carry over from year to year a total of one hundred thirty-two (132), one hundred thirty-eight (138), and one hundred-eighty (180) hours (depending on normal work week schedule assigned) of vacation time and holiday leave. All employees must use at least one (1) week of vacation time off each calendar year. By October 15 of each year, the City will post a list of each employee's remaining available vacation time as of October 1 of that year. At the end of the year, each employee with vacation time remaining for that year will have their remaining vacation time automatically carried over to the following year, subject to

the maximum hour limits of this subsection. Vacation carryovers in excess of such maximums may only be granted in the sole discretion of and with prior authorization by the Chief.

Employees may cash out unused vacation subject to the following;

- i. Cash out applies only to unused vacation time as December 1 of the vacation year;
 - ii. The employee must have taken eighty (80) hours of vacation time off during the vacation year;
 - iii. Payment will be based upon 100% of the straight time base rate (excluding shift differential) of the employee as of December 1 of the vacation year; the money paid to the employee is excluded from FAC calculation.
- (b) If an employee is subpoenaed to appear in court during their scheduled vacation, the Chief or representative and the employee shall jointly work with the prosecutor to have the trial or subpoena date altered or changed so that the employee may take their vacation at the scheduled date.

SECTION 5 – REPAYMENT OF VACATION PAY: If an employee uses vacation time during a calendar year prior to the December 31 upon which it is earned and then quits, is discharged, retires under the pension plan, or dies, that portion of vacation time used but not earned shall be withheld from any money due the employee or beneficiary from the Employer including pension funds.

SECTION 6 - FINAL VACATION: If an employee who is otherwise eligible for vacation with pay quits or is discharged on or after December 31 of any calendar year upon which they qualified for such vacation with pay and without having received the same, such employee will receive, along with their final paycheck, the vacation pay for which they qualified as of December 31. If an employee quits or is discharged prior to the December 31 upon which they would have qualified for a vacation with pay, they will be entitled to a pro rata payment of the vacation pay for which they would have qualified on such December 31.

ARTICLE XII - HOLIDAYS

SECTION 1 - HOLIDAYS: The following days are recognized as holidays under this Agreement: New Year's Day, Martin Luther King Jr. Day, Good Friday, Memorial Day, Juneteenth, Independence Day, Labor Day, the day celebrated as Veterans' Day (November 11th), Thanksgiving Day, the day after Thanksgiving Day, Christmas Eve Day, Christmas Day and New Year's Eve Day.

- (a) Effective January 1, 2007, Holidays shall be considered as starting at the beginning of each regularly scheduled shift on which the actual holiday falls.

SECTION 2 - HOLIDAY PAY: Effective 9-15-11, employees who are regularly scheduled to work on a day celebrated as a holiday, and who are required to work, shall receive pay at their regular hourly rate plus time and one-half their regular hourly rate of pay for all hours actually worked on the holiday. If an employee is held over on a holiday, the City will pay the employee's regular rate plus time and one-half for all hours worked continuously on a holiday. This shall not apply to employees volunteering for work on a holiday. Employees other than those assigned to the PSO/EO classification not regularly scheduled to work on a day celebrated as a holiday shall receive holiday pay at their regular scheduled rate for that day. Nonessential employees (i.e. those requiring no back-fill or back-fill overtime payment) shall 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.

CSO's who are regularly scheduled to work their four (4) hour slot on a day celebrated as a holiday, and who are required to work, shall receive pay at their regular hourly rate plus time and one-half their regular hourly rate of pay. In addition, they will receive eight (8) hours of holiday pay at their regular rate for the day for the balance of their shift that they are not scheduled to work.

- (a) The Employer agrees to continue its current practice of paying holiday pay. The Employer agrees to pay each regular, full-time fifty-six (56) hour employee a lump sum payment, in lieu of additional payment for hours actually worked on a holiday, equal to one hundred and fifty-six (156) 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, they 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

- (b) Members who move from a 42 hr position to a 56 hr position will either use any remaining Holiday leave or be paid for same prior to assuming the 56 hr position.
- (c) Part-time employees who are not regularly scheduled to work on a day celebrated as a holiday shall receive holiday pay at their regular scheduled rate for that day if all hours before and after the holiday are worked.

SECTION 3 - USE OF HOLIDAY LEAVE:

Holiday Leave is available to employees other than those assigned to the PSO/EO classification. Such employees not regularly scheduled to work on a holiday may defer their holiday pay into a holiday leave bank for future use subject to the following conditions;

1. Holiday Leave must be earned before it is used.
2. Holiday Leave cannot be earned and used within the same pay period.
3. Holiday Leave earned within the twelve (12) month period prior to October 1st of the year must be used by October 1st. If not used by this date it will be paid out to the employee on a straight time basis no later than November 10th.
4. Holiday Leave requests made in connection with other requests for time off shall be administered as separate requests even if used for a continuous period of time.
5. Holiday Leave requests will not be backfilled on an overtime basis.

ARTICLE XIII- LONGEVITY PAY

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

Effective January 1, 2004:

- 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.

Only full time employees are eligible for longevity payment.

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

ARTICLE XIV - 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 Three Hundred Thousand Dollars (\$300,000.00) per person and Five Hundred Thousand Dollars (\$500,000.00) 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. Part-time employees (Community Service Officers) will receive negligence protection 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.

Part-time employees: Months worked in a part-time position will be counted towards the nine-month waiting period for life insurance, but it will not be available until the person is in a full-time permanent position.

SECTION 3 - HEALTH CARE COVERAGE: The City agrees to provide the Community Blue PPO Plan, or an equivalent PPO Plan through another insurance carrier authorized to conduct business in the State of Michigan. Such insurance will be available to active, regular, full-time employees and their dependents under age twenty-six (26) if the employee authorizes the payroll deduction for their portion of the premium. Part time CSO's receive single coverage only.

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 PPO plan, details and modifiers of the coverage are in the plan document which is available from the Human Resources Department.

Preferred Provider Plan		
Effective Date 1/1/2022 - 12/21/2026		
	In-Network	Out of Network
Deductible		
Single	\$950	\$3,250
Family	\$1,900	\$6,500
Preventive Care	100%	None
Office Visit	\$25	60% after Deductible
E.R. Co-Pay	\$100	
Tele-Medicine	\$10	None
Other Coverage		
Effective January 1 each year (after Deductible)	80% / 20%	60% / 40%
Maximum Out of Pocket		
Single	\$4,500	\$13,000
Family	\$9,000	\$26,000
Prescription Co-Pay		
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	
Pharmacy Initiatives	Yes	Yes

- (b) Employee Contribution: 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 employees 20% cost sharing for a coverage year will be calculated annually using the base period beginning May 1st and ending April 30th immediately prior to the applicable coverage year. Costs will include the premium or illustrative rate of the medical benefit plan and all employer payments for reimbursement of co-pays, deductibles, and payments into health saving 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 KPSOA with the calculation of the employee contribution.

The monthly contribution will be deducted in equal installments from 24 pay periods per year (the first two pays of each month).

- (c) Transitional Reinsurance Fee: Employees will pay 20% of the Transitional Reinsurance Fee established by the Patient Protection and Affordable Care Act pro-rated to the KPSOA. Payment will be included in the employee contribution calculation referenced in Item (b) above.
- (d) Opt-Out Provision: Employees who, on the date of execution of this agreement, have either two-party or family medical coverage and, who have other certified medical coverage may, by execution of the waiver of health insurance coverage form, elect an annual payment of \$2000 in lieu of their coverage.

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) Retiree Benefits: 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.

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.

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.

Employees who retire on or after December 1, 2017, 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.

Employees who retire on or after the effective dates below 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 the corresponding indicated amount above the contribution rate at time of retirement.

- i. Retirement effective December 1, 2018; 80% maximum;
- ii. Retirement effective December 1, 2019; 85% maximum;
- iii. Retirement effective December 1, 2020; 90% maximum;
- iv. Retirement effective December 1, 2021; 95% maximum.

Any current employee or employee who retired January 1, 2010, or later and their dependents who are eligible for Medicare will be required to enroll in Medicare Part A and 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 Part A and B benefits.) The City agrees to pay the monthly premium for the retiree.

As an alternative to enrollment in Medicare and the City of Kalamazoo health care plan, for employees who retire on or after February 19, 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 XIV Section 3 (e) of “Retiree Benefits”.

(f) Retiree Health Care Savings Plan: Employees hired prior to September 7, 2011, will continue to be eligible for Retiree Medical Benefits as defined in the Labor Agreement. Employees hired September 7, 2011, or later will not be eligible for Retiree Medical Benefits described in paragraph (d) above. Employees hired September 7, 2011, and later will be enrolled in a Retiree Health Care Savings Plan (RHSCP). The RHSCP will have the following features:

1. The Employer will choose the Plan Administrator;
2. The Plan will provide various investment choices in which the employee can direct investment of account funds;
3. 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;
4. 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;

- i. Less than 10 years of service with the Employer; 0% vested in their account value;
 - ii. 10 years of service with the Employer; 50% vested in their account value;
 - iii. 11 years of service with the Employer; 55% vested in their account value;
 - iv. 12 years of service with the Employer; 60% vested in their account value;
 - v. Each additional year of service with the Employer gains 5% vesting in their account value;
 - vi. 20 years of service with the Employer; 100% vested in their account value;
5. Employees hired prior to September 7, 2011 may opt to waive Retiree Medical Benefits referenced in item {e} Retiree Benefits above in favor of participation in the Retiree Health Care Savings Plan (RHCSP) Benefits described paragraph in item {f} above. 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;
 - ii. 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.

- iii. Will have their past employment service credited towards vesting in the Employer's contribution.
6. **Duty Disability:** 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.
- i. 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 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.
7. 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).
- (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 their employment status

and the name, address, and phone number of any employer.

SECTION 4 - DENTAL COVERAGE: The Employer shall continue the existing Delta Dental Insurance Plan for each employee and their dependents.

Effective 1/1/2007, 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 will pay \$6.00/mo. towards the cost of their dental plan coverage.

ARTICLE XV - SICK LEAVE

SECTION 1- 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. Part time employees may use sick leave hours accrued while on 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.

Final Sick leave Conversation at Retirement

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 using the following two options:

A = Hours of sick leave accumulated on 56-hour schedule (1,000 used for example below)

B = Converted sick leave hours from 56-hour schedule to 42-hour schedule

C = .5 (Article XIV Section 6 (half payment of sick leave hours upon retirement))

D = Final Sick Leave Hours

E = Day PSO pay rate at retirement (\$35.94 - 2021 pay rate)

F = PSO/EO pay rate at retirement (\$26.98 - 2021 pay rate)

G = Final Sick Leave Payout

R =Rate of monthly accumulation (11.16) to arrive at the total hours available.

Option 1 (Employee has been in the permanent classification of a 56 Hour employee for less than three (3) full years out of the last five (5) years:

$$(A/R) * 8 = B$$

$$B * C = D$$

$$D * E = G$$

$$(1,000/11.16) * 8 = 716.85$$

$$716.85 * .5 = 358.43$$

$$358.43 * \$35.94 = \$12,881.97$$

Example Option 2 - (Employee has been in the permanent classification of a 56 Hour employee for at least three (3) full years out of the last five (5) years:

$$(A * C) = D$$

$$D * F = G$$

(Example)

$$(1,000 * .5) = 500$$

$$500 * \$26.98 = \$13,490$$

SECTION 2- SICK TIME CALL IN: Employees who will be absent from work due to illness must call in at least thirty (30) minutes prior to their scheduled starting time. In order to qualify for sick leave payments, the employee must report to their shift lieutenant or in their absence the (Information Center) at least thirty (30) minutes before they are scheduled to report for duty on each day of such absence regardless of duration unless the circumstances surrounding the absence made such reporting impossible, in which event, such report must be made as soon thereafter as is possible. The Employer may make exceptions in specific cases to the requirements of reporting in each day of continuing absence. All absences for which sick leave pay is desired, regardless of length of duration-of such absence, the employee must follow KDPS Procedure 105 “Procedure for the Use of Sick Leave, Dependent Care, Critical Illness and Funeral Leave.

- (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, a physician’s statement releasing the employee to full duty will be required.
- (b) The Chief or designated representative may waive the requirements of the physician’s signature in subsection (a) above, provided the chief 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.
- (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 - ELIGIBILITY: Qualified employees, subject to the provisions set forth in this Article, shall be eligible for paid sick leave from (and to the extent of) their unused accumulated paid sick leave credits in the following manner:

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

- (b) **Work Related:** There shall be no deduction from sick leave credits from the first (1st) day of 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 their employment by the Employer and which is compensable under the Michigan Worker's Compensation Act, as determined by the Worker's Compensation Commission. The decision of the Workers Compensation Commission shall not be grievable under the Labor Agreement. Any dispute concerning the decision may be pursued through Workers Compensation Appeals process. During such period, the Employer will make up the difference between the amount of daily benefit to which they are entitled under the Act and the amount of daily pay they would have received in their own job classification had they worked, but not to exceed the daily pay for the regularly scheduled hours lost from work. Thereafter, in accordance with past practice, an employee's unused accumulated paid sick leave credits shall be reduced by the difference between the amount of daily benefit they are entitled to under the Act and the amount of daily pay they actually receive. 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, they shall report for such duty, unless the employee's medical doctor certifies that the employee should not return to work in which event, if the Employer continues to desire the employee to return to light duty, the employee shall then be sent to a medical doctor jointly selected by the Employer and the Association. The Employer shall pay the fee for this examination. The decision of such medical doctor shall be final and binding upon the Employer and the Association.

SECTION 4 - 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 their sick leave deducted on an hour-for-hour basis up to a maximum of ten (10) hours from their accumulated unused bank of paid sick leave even though they are paid for ten and one-half (10½) or twelve (12) hours. Employees regularly scheduled for eight and a half (8 ½) hour shifts shall have sick leave deducted on an hour-for-hour basis up to a maximum of eight (8) hours. Employees using ten hours of sick leave or less per shift will have the actual number of hours used deducted from their accrued balance.

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

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

ARTICLE XVI - PENSION

SECTION 1 - PENSION PLAN: The Employer agrees to maintain the City of Kalamazoo Pension Plan to provide benefits under the same eligibility conditions as were in effect on the date of execution of this Agreement, the Plan shall continue as follows:

(a) **General Provisions:**

- (1) **Military Buy-Back:** Effective January 1, 1982, the Plan shall be amended to include the Military Buy-Back

provision.

Effective January 1, 2007, the City shall designate a thirty (30) day period of time during which employees who failed to buy back military time 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 of military time.

- (2) Credited Service: Employees on a paid leave of absence, including workers compensation, will continue to make pension contributions based on their normal scheduled hours prior to leave withheld as a payroll deduction. Employees on a non-paid leave of absence, shall have 1 year from the end of the absence to elect and inform the City's Human Resources department that they want to make contributions to receive credited service for the months of service missed on unpaid leave. This purchase of service will be made the same as military service buy back and be based on the employee's normal work schedule prior to the leave.
- (3) Worker's Compensation: 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. Once an employee is off work receiving workers' compensation for 15 days, Human Resources will mail an Application for Worker's Compensation Disability Pension Credit Form to the employee's home. The employee will be instructed to complete the form and return it to Human Resources. If the form is not returned within two weeks, the Benefits Specialist or designee will contact the employee and inquire why the form was not returned.
- (4) Split Service Pensions: Current bargaining unit employees

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

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

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

(b) Retirement Benefits - Sworn KPSOA Members: Effective January 1, 1999, the Plan shall be amended to provide:

(1) Normal Retirement Benefit: Normal Retirement Benefit after 25 years of credited service or age 50 with 10 years of credited service, whichever occurs first. Effective for employees retiring after January 1, 2003, the Normal Retirement Benefit shall be calculated on the basis of 2.7% times Final Average Compensation times the years of credited service with a maximum benefit equal to 70.2% of Final Average Compensation.

- (2) Early Retirement Benefit: 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) Vested Benefit: 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 they remained employed.
- (4) Duty Disability Retirement: 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 their disability is the natural and proximate result of causes arising out of and in the course of their employment as a Police Officer, Fire Fighter or Public Safety Officer with the Employer and that the employee will likely be permanently so incapacitated, the member shall be entitled to a duty disability retirement allowance calculated in the same manner as a Normal Retirement Benefit

If a member disagrees with the finding of the medical director, they shall have the right to submit reports from their 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, 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 they are entitled to and accept such re-training, rehabilitation and/or other employment as the Employer may choose to offer. The Police Officer member or Firefighter member shall retain any benefits they have earned in the Police/Fire portion of the retirement system.

- (5) Overtime and Final Average Compensation (FAC): Effective 1-1-95, the addition of REGULAR OVERTIME to base pay for purposes of calculating final average compensation for pension amount shall be eliminated. The employees and the Employer will not contribute to the pension fund on regular overtime earned. The following items are included for purposes of calculating final average compensation: night shift premium, longevity, comp time lump sum payment (requested on or before December 31, 1998), holiday premium pay, and any other payments where employee/employer pension contributions are required. All comp time lump sum payments will be eliminated from the calculation of final average compensation for 1999 and later years except for the lump sum payments of 2014, 2015, and 2016.
- (6) Employee Contribution: Effective January 1, 2000, employees' contribution to the pension plan shall decrease from 7.25% to 6.50%. Effective upon ratification of the 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.
- (7) Post Retirement Adjustment (PRA): Effective 1-1-95, a post retirement adjustment of 2% in January of each year, compounded annually, for those who retire after 1-1-95 shall be provided. Said adjustment will be implemented for the first January following the actual retirement date.

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

(c) Retirement Benefits - Non-Sworn KPSOA Members:

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

Effective January 1, 2005, non-sworn KPSOA members will contribute four percent (4%) and will receive a multiplier of 2% of FAC at the time of retirement

Effective January 1, 2006, non-sworn KPSOA members will contribute four percent (4%) and will receive a multiplier of 2.1% of FAC at the time of retirement.

Effective January 1, 2007, non-sworn KPSOA members will contribute one percent (1%) and will receive a multiplier of 2.1% of FAC at the time of retirement.

- (2) Deferred Compensation: Effective January 1, 1998, non-sworn KPSOA members shall participate in the City's existing deferred compensation plan in which a minimum 1% employee contribution is required, with the City matching the 1% employee contribution.
- (3) Part-time Employees: Part-time employees (Dispatchers and Community Service Officers) participate in the general member retirement system.
- (4) Post Retirement Adjustment (PRA): A KPSOA Non-Sworn member retiring after January 1, 2022, shall receive a post-retirement adjustment of 1.5% in January of each year, compounded annually. The post-retirement adjustment described above shall increase from 1.5% to 2.0% when the retiree reaches the age of 75. Said adjustment will be implemented for the first January following the actual retirement date. The post-retirement

adjustment shall not apply to those who retire pursuant to a deferred and/or a reduced retirement.

ARTICLE XVII – INTERNAL INVESTIGATIONS

SECTION 1 - INVESTIGATORY PROCEDURES: In the event of an internal investigation, the following procedure shall apply:

- (a) The questioning of a KPSOA member shall be conducted at a reasonable hour preferably, but not necessarily limited to, when the employee is on duty, unless exigencies of the investigation dictate otherwise. If such questioning occurs during non-duty hours of the employee involved, the employee shall be considered to be on duty for the purposes of compensation. Unless otherwise designated by the investigating officer, the questioning of a KPSOA member shall take place at the Public Safety Headquarters. If the KPSOA member has reasonable belief that discipline or discharge may result from what they say during the interview, the KPSOA member will be entitled to the presence of an Association member representative during questioning.
- (b) The KPSOA member being interviewed shall be informed of the nature of the investigation and the dates (or time frame) before any questioning commences. The complainant and/or witnesses need not be disclosed. If the KPSOA member is being questioned for the purpose of being a witness only, they shall be so informed before the questioning commences. If, during an interview of a KPSOA member as a witness only, the investigator forms a belief that the KPSOA member is no longer only a witness and that a reasonable basis for discipline exists against the witness, the investigator shall immediately stop the interview. The investigator shall inform the KPSOA member of the charge and the nature of the investigation and permit the KPSOA member an opportunity to request the presence of an Association representative before questioning commences on another occasion. However, it is understood and agreed that the informing of a KPSOA member that they are 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 questioning or investigation.

- (c) If a KPSOA member is placed under arrest or is a suspect or target of a criminal investigation, they shall have the right to consult with and have legal counsel available during questioning.
- (d) If at any time during such investigatory procedure, the Chief or designee decides to place a KPSOA member on administrative leave, the KPSOA member shall be fairly apprised in writing of the nature of the investigation, dates (or time frame) of the alleged misconduct, and whether or not the investigation entails criminal charges. While on administrative leave, the KPSOA member will be paid at their regular pay rate until the Chief makes a final determination as to the disposition of the matter.
- (e) Upon completion of an internal investigation, the Chief will have thirty (30) calendar days to make final determination on the disposition of the internal investigation. If an unusual circumstance exists that will extend past the thirty (30) days, the Chief will notify the KPSOA in writing.

ARTICLE XVIII - SAFETY

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

- (a) The Safety Committee shall meet as often as necessary to complete its work. However, unless the working conditions and/or equipment that the Association wishes to discuss constitute

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

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

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

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

- (a) Each sworn officer shall qualify at the minimum score on each course of fire on or before September 30, and shall do so with their issued departmental firearm. In order to assist officers so that they are able to meet the qualification, the Employer agrees to provide a classroom instruction in April or May and reasonable amount of firearm instruction during "open range days", conducted by one of the qualified firearms instructors of the department, for officers without pay during off duty hours. An Officer desirous

of such firearms instruction shall notify the Chief or designated representative. The term “qualified” means instructors who have attended a Commission on Law Enforcement Standards (COLES) approved course of instruction. Management agrees to grandfather existing firearms instructors’ qualifications.

- (b) The Employer agrees to conduct an open range day between 9:00 a.m. and 6:00 p.m. on the last weekday preceding September 30th to give officers who have not qualified a final opportunity to qualify. Officers who as of September 30 of each year are unable to qualify, except for a temporary or permanent physical disability, shall be subject to suspension until they actually qualify. Upon qualification, the officer shall be immediately returned to duty if they qualified during their regularly scheduled shift or if not, then the employee shall be returned to duty at the beginning of their next regularly scheduled shift. A suspended employee shall, upon request, be given firearm instruction at the range by one of the certified firearm instructors designated for such purpose by the Employer. Prior to shooting each round, the employee shall designate whether they are shooting for practice and therefore desires instruction from the firearm instructor, or whether they are shooting for qualification. The purpose of such suspension is to allow the officer a concentrated period of time in which to practice and receive additional instruction, if they so desire, or to shoot repeatedly for qualification. Accordingly, it is agreed that officers during the period of the suspension shall not accept employment with any other employer and shall devote their full time and attention toward the goal of meeting the qualification. If an officer is unable to qualify due to a temporary physical disability, such qualification requirements shall be waived until the temporary physical disability no longer exists. If an officer is unable to qualify due to a permanent or long-term physical disability, a meeting shall be called between such employee’s firearm instructor and the Chief or designated representative. All facts shall be reviewed, and thereafter the Chief or designated representative shall decide whether the officer in question shall be allowed to continue their normal duties or be reassigned to a position where the duties would not require the use of a firearm.
- (c) The Employer will continue its current practice of having the pistol range open at least one (1) day each week. The range shall be open

a minimum of four (4) hours on the day of the week termed the “open range day.” During such “open range days,” the Employer shall provide an adequate amount of ammunition for practice for employees shooting their issued duty weapon. The ammunition shall be of the same type and manufacture that is currently issued for practice.

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

SECTION 4 - PRECISION DRIVING COURSE: Employees who are required to drive an automobile in the ordinary course of their employment with the Employer, who have successfully completed the Employer’s Precision Driving Training Course, may be required to successfully complete the Precision Driving Training Test once per calendar year.

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

SECTION 5 - TRAINING: Both the Employer and the Association recognize the value of on-the-job training. The Employer shall plan training programs and may require the attendance of employees at training sessions.

SECTION 6 - DRUG & ALCOHOL POLICY: The attached Drug and Alcohol Policy (Appendix B) is hereby incorporated into this Agreement.

ARTICLE XIX- FITNESS FOR DUTY

SECTION 1-FITNESS FOR DUTY: The City may require an examination by a physician, psychiatrist or psychologist chosen by the City, at the City's expense, in situations where the City believes that the employee's physical or mental condition raises a question as to the employee's capacity to perform their job. If the City requires an examination, the employee will be placed on paid Administrative Leave at the employee's regular pay rate. The City will notify the employee and the KPSOA in writing when the Administrative Leave begins, whether the evaluation is physical or psychological, and the final determination of the employee's fitness for duty limited to either the employee is fit for duty or is not fit for duty. Due to the potential of sensitive protected health information, any specific information about the examination will be handled by Human Resources. Nothing in this section precludes the employee from seeking discussion or guidance from the KPSOA reference the examination. If the examination determines that the employee to be fit for duty, the employee will be returned to duty as soon as practicable. If the physician, psychiatrist, or psychologist deems it necessary for the employee to remain off duty, the employee will be required to take a leave of absence unless there is a claim that the injury or illness is covered by the Worker's Compensation Act. If the employee disagrees with the City's evaluation, the City will agree to a second evaluation by a physician, psychiatrist or psychologist

chosen by mutual agreement between the City and KPSOA. The City and KPSOA will equally share the expense of this evaluation. The decision of this evaluation will be binding on the Parties and disputes regarding fitness for duty shall not be subject to arbitration. All fitness for duty evaluations involving mental conditions will be performed in accordance with the Fitness for Duty Evaluation Guidelines adopted by the International Associations of Police Chiefs Police Psychological Services Sections.

ARTICLE XX - SEVERABILITY

SECTION 1 - SEVERABILITY: If any section of the Agreement of 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.

ARTICLE XXI - 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 own expense clean the clothing provided and replace items worn out or damaged through the non-negligent actions of the uniformed officer to which the item has been assigned.

- (a) The wearing of protective vests during duty hours shall be governed by the applicable Public Safety Policies and Procedures unless otherwise directed by the Chief due to abnormally hazardous conditions. Abnormal hazardous conditions may include but are not limited to civil disturbances, raids and riots.

SECTION 2 - CLOTHING ALLOWANCE: Officers assigned to KVET shall receive a clothing allowance of six-hundred (\$600.00) dollars per year. Such payment shall be made no later than the first pay day in July and be in the form of a voucher check. Employees serving in plainclothes 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.

The Investigative Aide for CID shall receive a seven hundred and fifty (\$750) dollar per year clothing allowance. Upon ratification of the 2022 contract Detectives and Lab Specialists will receive an additional \$.75/hr one-time permanent increase of the base hourly wage and paid concurrently with all hours worked. This compensation will be FAC eligible.

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

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

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

SECTION 6 - 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.

SECTION 7- REJECTION, MODIFICATION OR TERMINATION OF AGREEMENT AFTER APPOINTMENT OF A FINANCIAL MANAGER: The terms of this Agreement are subject to the provisions of the Local Government and School District Fiscal Accountability Act, PA 4 of 2011.

SECTION 8 - ADDENDUMS TO THE 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 KPSOA.

SECTION 9 - PEER FITNESS: The Employer and the KPSOA recognized and support the necessity of officer wellness. It is understood and agreed that KDPS Policy 109 will incorporate all aspects of the Peer Fitness MOU signed in 2019. While it is recognized that the employer

can alter the Peer Fitness Program at any time with notice to the union, any change to wages or compensation of KPSOA members involved in the program will have to be mutually agreed upon with the KPSOA and is subject of collective bargaining.

SECTION 10 – TAKE HOME VEHICLES: KPSOA members assigned as canine handlers and investigators assigned to KVET or CRT may, at management discretion, be assigned take home vehicles. The use of such vehicles shall be limited to commute to and from employment related activities and may not otherwise be used for personal use. KPSOA members assigned take home vehicles must follow conditions set in Policy 703: Patrol-Unmarked Vehicle Use.

SECTION 11 - RESIDENCY BONUS: KPSOA members whose primary residence is within the City of Kalamazoo will receive a \$5,000 yearly bonus. This yearly bonus will be paid out on a bi-weekly basis. KPSOA members must provide documentation to the employer verifying their primary residence to be eligible. If the KPSOA member moves their primary residence outside of the City of Kalamazoo, they will have 24 hours to notify the employer in writing of the change. This bonus will not be FAC eligible. Current KPSOA members shall be eligible for the bonus if they meet the requirements above.


ARTICLE XXII - DURATION


SECTION 1 - DURATION: This Agreement shall become effective January 1, 2022 The Agreement shall remain in full force and effect through the 31st day of December, 2026, and from year-to-year thereafter unless either party hereto serves a written notice upon the other of at least sixty (60) calendar days prior to the 31st day of December, 2026, or sixty (60) days prior to the execution of any subsequent automatic renewal period of its intention to amend, modify or terminate this Agreement.

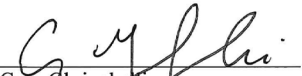
IN WITNESS WHEREOF, the Agreement is executed on the 7th day of February 2022

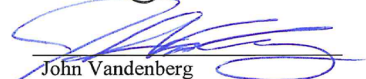
Kalamazoo Public Safety
Officers Association



Rebecca Vanbrocklin
President, KPSOA


Tom Maher
Vice President, KPSOA

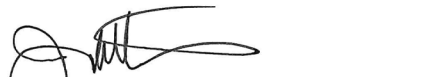

Jeff Crouse
Board Member

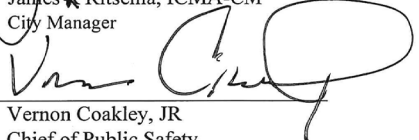

Cory Ghiringhelli
Board Member



John Vandenberg
Board Member



Stacy Littell
Board Member


City of Kalamazoo


James Ritsema, ICMA-CM
City Manager


Vernon Coakley, JR
Chief of Public Safety


Shelly Dusek
Director, Human Resources/LR


Steve Vicenzi
CFO


Matthew Huber
Assistant Chief


Ryan Tibbets
Assistant Chief

Appendix A CSO Wage Scale 40 Hour Schedule

Code	Classification	Effective Date	Increase								
				01 Start	02 06 Months	03 1 Yr.	04 2 Yr.	5 3 Yr.	6 4 Yr.	7 5 Yr.	8 6 Yr.
PO-08	Investigative Aide	1/1/2022	2.80%	\$23.18	\$23.74	\$25.87	\$26.57	\$27.09	\$27.66	\$28.18	\$30.73
PO-08	Evidence/Quartermaster	1/1/2023	2.25%	\$23.70	\$24.27	\$26.45	\$27.17	\$27.70	\$28.28	\$28.81	\$31.42
PO-08	Fleet Manager	1/1/2024	2%	\$24.17	\$24.76	\$26.98	\$27.71	\$28.25	\$28.85	\$29.39	\$32.05
		1/1/2025	2%	\$24.65	\$25.26	\$27.52	\$28.26	\$28.82	\$29.43	\$29.98	\$32.69
		1/1/2026	2%	\$25.14	\$25.77	\$28.07	\$28.83	\$29.40	\$30.02	\$30.58	\$33.34
1200-1459 Start											
PO-08n	Investigative Aide	1/1/2022	\$0.55	\$23.73	\$24.29	\$26.42	\$27.12	\$27.64	\$28.21	\$28.73	\$31.28
PO-08n	Evidence/Quartermaster	1/1/2023	\$0.55	\$24.25	\$24.82	\$27.00	\$27.72	\$28.25	\$28.83	\$29.36	\$31.97
PO-08n	Fleet Manager	1/1/2024	\$0.55	\$24.72	\$25.31	\$27.53	\$28.26	\$28.80	\$29.40	\$29.94	\$32.60
		1/1/2025	\$0.55	\$25.20	\$25.81	\$28.07	\$28.81	\$29.37	\$29.98	\$30.53	\$33.24
		1/1/2026	\$0.55	\$25.69	\$26.32	\$28.62	\$29.38	\$29.95	\$30.57	\$31.13	\$33.89
1500-1859 Start											
PO-08n15	Investigative Aide	1/1/2022	\$0.75	\$23.93	\$24.49	\$26.62	\$27.32	\$27.84	\$28.41	\$28.93	\$31.48
PO-08n15	Evidence/Quartermaster	1/1/2023	\$0.75	\$24.45	\$25.02	\$27.20	\$27.92	\$28.45	\$29.03	\$29.56	\$32.17
PO-08n15	Fleet Manager	1/1/2024	\$0.75	\$24.92	\$25.51	\$27.73	\$28.46	\$29.00	\$29.60	\$30.14	\$32.80
		1/1/2025	\$0.75	\$25.40	\$26.01	\$28.27	\$29.01	\$29.57	\$30.18	\$30.73	\$33.44
		1/1/2026	\$0.75	\$25.89	\$26.52	\$28.82	\$29.58	\$30.15	\$30.77	\$31.33	\$34.09
1900-2359 Start											
PO-08n19	Investigative Aide	1/1/2022	\$1.00	\$24.18	\$24.74	\$26.87	\$27.57	\$28.09	\$28.66	\$29.18	\$31.73
PO-08n19	Evidence/Quartermaster	1/1/2023	\$1.00	\$24.70	\$25.27	\$27.45	\$28.17	\$28.70	\$29.28	\$29.81	\$32.42
PO-08n19	Fleet Manager	1/1/2024	\$1.00	\$25.17	\$25.76	\$27.98	\$28.71	\$29.25	\$29.85	\$30.39	\$33.05
		1/1/2025	\$1.00	\$25.65	\$26.26	\$28.52	\$29.26	\$29.82	\$30.43	\$30.98	\$33.69
		1/1/2026	\$1.00	\$26.14	\$26.77	\$29.07	\$29.83	\$30.40	\$31.02	\$31.58	\$34.34

To calculate Yearly Salary
40 hour workweek = hourly rate x 2080 hours

Appendix A

PO I AND PO II Wage Scale

42 Hour Schedule

Code	Classification	Effective Date	Increase	01	02	03	04	5	6	7	
				Start	06 Months	1 Yr.	2 Yr.	3 Yr.	4 Yr.	5 Yr.	
PO-03	Police Officer I	1/1/2022	2.80%	\$22.19							
		1/1/2023	2.25%	\$22.69							
		1/1/2024	2%	\$23.14							
		1/1/2025	2%	\$23.60							
		1/1/2026	2%	\$24.07							
1200-1459 Start											
PO-03n	Police Officer I	1/1/2022		\$0.55	\$22.74						
		1/1/2023		\$0.55	\$23.24						
		1/1/2024		\$0.55	\$23.69						
		1/1/2025		\$0.55	\$24.15						
		1/1/2026		\$0.55	\$24.62						
1500-1859 Start											
PO-03n15	Police Officer I	1/1/2022		\$0.75	\$22.94						
		1/1/2023		\$0.75	\$23.44						
		1/1/2024		\$0.75	\$23.89						
		1/1/2025		\$0.75	\$24.35						
		1/1/2026		\$0.75	\$24.82						
1900-2359 Start											
PO03n19	Police Officer I	1/1/2022		\$1.00	\$23.19						
		1/1/2023		\$1.00	\$23.69						
		1/1/2024		\$1.00	\$24.14						
		1/1/2025		\$1.00	\$24.60						
		1/1/2026		\$1.00	\$25.07						
Base Wage											
PO-04	Police Officer II	1/1/2022	2.80%	\$24.83	\$26.27	\$27.49	\$28.70	\$29.98	\$31.78	\$33.60	
		1/1/2023	2.25%	\$25.39	\$26.86	\$28.11	\$29.35	\$30.65	\$32.50	\$34.36	
		1/1/2024	2%	\$25.90	\$27.40	\$28.67	\$29.94	\$31.26	\$33.15	\$35.05	
		1/1/2025	2%	\$26.42	\$27.95	\$29.24	\$30.54	\$31.89	\$33.81	\$35.75	
		1/1/2026	2%	\$26.95	\$28.51	\$29.82	\$31.15	\$32.53	\$34.49	\$36.47	
1200-1459 Start											
PO-04n	Police Officer II	1/1/2022		\$0.55	\$25.38	\$26.82	\$28.04	\$29.25	\$30.53	\$32.33	\$34.15
		1/1/2023		\$0.55	\$25.94	\$27.41	\$28.66	\$29.90	\$31.20	\$33.05	\$34.91
		1/1/2024		\$0.55	\$26.45	\$27.95	\$29.22	\$30.49	\$31.81	\$33.70	\$35.60
		1/1/2025		\$0.55	\$26.97	\$28.50	\$29.79	\$31.09	\$32.44	\$34.36	\$36.30
		1/1/2026		\$0.55	\$27.50	\$29.06	\$30.37	\$31.70	\$33.08	\$35.04	\$37.02
1500-1859 Start											
PO-04n15	Police Officer II	1/1/2022		\$0.75	\$25.58	\$27.02	\$28.24	\$29.45	\$30.73	\$32.53	\$34.35
		1/1/2023		\$0.75	\$26.14	\$27.61	\$28.86	\$30.10	\$31.40	\$33.25	\$35.11
		1/1/2024		\$0.75	\$26.65	\$28.15	\$29.42	\$30.69	\$32.01	\$33.90	\$35.80
		1/1/2025		\$0.75	\$27.17	\$28.70	\$29.99	\$31.29	\$32.64	\$34.56	\$36.50
		1/1/2026		\$0.75	\$27.70	\$29.26	\$30.57	\$31.90	\$33.28	\$35.24	\$37.22
1900-2359 Start											
PO-04n19	Police Officer II	1/1/2022		\$1.00	\$25.83	\$27.27	\$28.49	\$29.70	\$30.98	\$32.78	\$34.60
		1/1/2023		\$1.00	\$26.39	\$27.86	\$29.11	\$30.35	\$31.65	\$33.50	\$35.36
		1/1/2024		\$1.00	\$26.90	\$28.40	\$29.67	\$30.94	\$32.26	\$34.15	\$36.05
		1/1/2025		\$1.00	\$27.42	\$28.95	\$30.24	\$31.54	\$32.89	\$34.81	\$36.75
		1/1/2026		\$1.00	\$27.95	\$29.51	\$30.82	\$32.15	\$33.53	\$35.49	\$37.47
To calculate Yearly Salary											
42 hour workweek = hourly rate x 2184 hours											

Appendix A PO I AND PO II Wage Scale 42 Hour Schedule

Code	Classification	Effective Date	Increase	01	02	03	04	05	06	07
				Start	1 Yr.	2 Yr.	3 Yr.	4 Yr.	5 Yr.	6 Yr.
PO-31	Public Safety Officer I	1/1/2022	2.80%	\$24.39						
		1/1/2023	2.25%	\$24.94						
		1/1/2024	2%	\$25.44						
		1/1/2025	2%	\$25.95						
		1/1/2026	2%	\$26.47						
1200-1459 Start										
PO-31n	Public Safety Officer I	1/1/2022	\$0.55	\$24.94						
		1/1/2023	\$0.55	\$25.49						
		1/1/2024	\$0.55	\$25.99						
		1/1/2025	\$0.55	\$26.50						
		1/1/2026	\$0.55	\$27.02						
1500-1859 Start										
PO-31n15	Public Safety Officer I	1/1/2022	\$0.75	\$25.14						
		1/1/2023	\$0.75	\$25.69						
		1/1/2024	\$0.75	\$26.19						
		1/1/2025	\$0.75	\$26.70						
		1/1/2026	\$0.75	\$27.22						
1900-2359 Start										
P2-42	Public Safety Officer I	1/1/2022	\$1.00	\$25.39						
		1/1/2023	\$1.00	\$25.94						
		1/1/2024	\$1.00	\$26.44						
		1/1/2025	\$1.00	\$26.95						
		1/1/2026	\$1.00	\$27.47						
Base Wage										
P2-42n	Public Safety Officer II	1/1/2022	2.80%	\$27.30	\$28.97	\$30.26	\$31.63	\$32.95	\$34.93	\$36.95
		1/1/2023	2.25%	\$27.91	\$29.62	\$30.94	\$32.34	\$33.69	\$35.72	\$37.78
		1/1/2024	2%	\$28.47	\$30.21	\$31.57	\$32.99	\$34.36	\$36.43	\$38.54
		1/1/2025	2%	\$29.04	\$30.81	\$32.19	\$33.65	\$35.05	\$37.16	\$39.31
		1/1/2026	2%	\$29.62	\$31.43	\$32.83	\$34.32	\$35.75	\$37.90	\$40.10
1200-1459 Start										
P2-42n15	Public Safety Officer II	1/1/2022	\$0.55	\$27.85	\$29.52	\$30.81	\$32.18	\$33.50	\$35.48	\$37.50
		1/1/2023	\$0.55	\$28.46	\$30.17	\$31.49	\$32.89	\$34.24	\$36.27	\$38.33
		1/1/2024	\$0.55	\$29.02	\$30.76	\$32.12	\$33.54	\$34.91	\$36.98	\$39.09
		1/1/2025	\$0.55	\$29.59	\$31.36	\$32.74	\$34.20	\$35.60	\$37.71	\$39.86
		1/1/2026	\$0.55	\$30.17	\$31.98	\$33.38	\$34.87	\$36.30	\$38.45	\$40.65
1500-1859 Start										
P2-42n15	Public Safety Officer II	1/1/2022	\$0.75	\$28.05	\$29.72	\$31.01	\$32.38	\$33.70	\$35.68	\$37.70
		1/1/2023	\$0.75	\$28.66	\$30.37	\$31.69	\$33.09	\$34.44	\$36.47	\$38.53
		1/1/2024	\$0.75	\$29.22	\$30.96	\$32.32	\$33.74	\$35.11	\$37.18	\$39.29
		1/1/2025	\$0.75	\$29.79	\$31.56	\$32.94	\$34.40	\$35.80	\$37.91	\$40.06
		1/1/2026	\$0.75	\$30.37	\$32.18	\$33.58	\$35.07	\$36.50	\$38.65	\$40.85
1900-2359 Start										
P2-42n19	Public Safety Officer II	1/1/2022	\$1.00	\$28.30	\$29.97	\$31.26	\$32.63	\$33.95	\$35.93	\$37.95
		1/1/2023	\$1.00	\$28.91	\$30.62	\$31.94	\$33.34	\$34.69	\$36.72	\$38.78
		1/1/2024	\$1.00	\$29.47	\$31.21	\$32.57	\$33.99	\$35.36	\$37.43	\$39.54
		1/1/2025	\$1.00	\$30.04	\$31.81	\$33.19	\$34.65	\$36.05	\$38.16	\$40.31
		1/1/2026	\$1.00	\$30.62	\$32.43	\$33.83	\$35.32	\$36.75	\$38.90	\$41.10
To calculate Yearly Salary										
42 hour workweek = hourly rate x 2184 hours										

Appendix A

PSO - EO / EO - Tech / Deputy Fire Marshal Wage Scale 56 Hour Schedule

Code	Classification	Effective Date	Increase	01	02	03	04	5	6	7
				Start	1 Yr.	2 Yr.	3 Yr.	4 Yr.	5 Yr.	6 Yr.
PO-02	PSO/EO 56 hour	1/1/2022	2.80%	\$20.46	\$21.72	\$22.68	\$23.73	\$24.70	\$26.20	\$27.74
		1/1/2023	2.25%	\$20.92	\$22.21	\$23.19	\$24.26	\$25.26	\$26.79	\$28.36
		1/1/2024	2%	\$21.34	\$22.65	\$23.65	\$24.75	\$25.77	\$27.33	\$28.93
		1/1/2025	2%	\$21.77	\$23.10	\$24.12	\$25.25	\$26.29	\$27.88	\$29.51
		1/1/2026	2%	\$22.21	\$23.56	\$24.60	\$25.76	\$26.82	\$28.44	\$30.10
PO218	PSO/EO-Tech 56 hour	1/1/2022	2.80%						\$27.51	\$29.13
		1/1/2023	2.25%						\$28.13	\$29.79
		1/1/2024	2%						\$28.69	\$30.38
		1/1/2025	2%						\$29.27	\$30.99
		1/1/2026	2%						\$29.85	\$31.61
PO219	Deputy Fire Marshal 56 hour	1/1/2022	2.80%						\$27.51	\$29.66
		1/1/2023	2.25%						\$28.13	\$30.33
		1/1/2024	2%						\$28.69	\$30.93
		1/1/2025	2%						\$29.27	\$31.55
		1/1/2026	2%						\$29.85	\$32.18
To calculate Yearly Salary										
56 hour workweek = hourly rate x 2912 hours										

Appendix A

Training Divison / Fire Inspector / Lab Technician / Detective

Wage Scale

42 Hour Schedule

Code	Classification	Effective Date	Increase	01	02	03
P5-06	Training	1/1/2022	2.80%	Start	1 Yr.	2 Yr.
				\$34.60	\$36.68	\$38.80
P5-06	Fire Inspector	1/1/2023	2.25%	\$35.38	\$37.51	\$39.67
P5-06	Lab Tech I	1/1/2024	2%	\$36.09	\$38.26	\$40.47
		1/1/2025	2%	\$36.81	\$39.02	\$41.28
		1/1/2026	2%	\$37.54	\$39.80	\$42.10
1200-1459 Start						
P5-06n	Training	1/1/2022	\$0.55	\$35.15	\$37.23	\$39.35
P5-06n	Fire Inspector	1/1/2023	\$0.55	\$35.93	\$38.06	\$40.22
P5-06n	Lab Tech I	1/1/2024	\$0.55	\$36.64	\$38.81	\$41.02
		1/1/2025	\$0.55	\$37.36	\$39.57	\$41.83
		1/1/2026	\$0.55	\$38.09	\$40.35	\$42.65
1500-1859 Start						
P5-06n15	Training	1/1/2022	\$0.75	\$35.35	\$37.43	\$39.55
P5-06n15	Fire Inspector	1/1/2023	\$0.75	\$36.13	\$38.26	\$40.42
P5-06n15	Lab Tech I	1/1/2024	\$0.75	\$36.84	\$39.01	\$41.22
		1/1/2025	\$0.75	\$37.56	\$39.77	\$42.03
		1/1/2026	\$0.75	\$38.29	\$40.55	\$42.85
1900-2359 Start						
P5-06n19	Training	1/1/2022	\$1.00	\$35.60	\$37.68	\$39.80
P5-06n19	Fire Inspector	1/1/2023	\$1.00	\$36.38	\$38.51	\$40.67
P5-06n19	Lab Tech I	1/1/2024	\$1.00	\$37.09	\$39.26	\$41.47
		1/1/2025	\$1.00	\$37.81	\$40.02	\$42.28
		1/1/2026	\$1.00	\$38.54	\$40.80	\$43.10
Base Wage						
P5-61	Detective	1/1/2022	2.80%	\$35.35	\$37.43	\$39.55
		1/1/2023	2.25%	\$36.15	\$38.27	\$40.44
		1/1/2024	2%	\$36.87	\$39.04	\$41.25
		1/1/2025	2%	\$37.61	\$39.82	\$42.07
		1/1/2026	2%	\$38.36	\$40.61	\$42.92
1200-1459 Start						
P5-61n	Detective	1/1/2022	\$0.55	\$35.90	\$37.98	\$40.10
		1/1/2023	\$0.55	\$36.70	\$38.82	\$40.99
		1/1/2024	\$0.55	\$37.42	\$39.59	\$41.80
		1/1/2025	\$0.55	\$38.16	\$40.37	\$42.62
		1/1/2026	\$0.55	\$38.91	\$41.16	\$43.47
1500-1859 Start						
P5-61n15	Detective	1/1/2022	\$0.75	\$36.10	\$38.18	\$40.30
		1/1/2023	\$0.75	\$36.90	\$39.02	\$41.19
		1/1/2024	\$0.75	\$37.62	\$39.79	\$42.00
		1/1/2025	\$0.75	\$38.36	\$40.57	\$42.82
		1/1/2026	\$0.75	\$39.11	\$41.36	\$43.67
1900-2359 Start						
P5-61n19	Detective	1/1/2022	\$1.00	\$36.35	\$38.43	\$40.55
		1/1/2023	\$1.00	\$37.15	\$39.27	\$41.44
		1/1/2024	\$1.00	\$37.87	\$40.04	\$42.25
		1/1/2025	\$1.00	\$38.61	\$40.82	\$43.07
		1/1/2026	\$1.00	\$39.36	\$41.61	\$43.92
To calculate Yearly Salary						
42 hour workweek = hourly rate x 2184 hours						

Appendix A

Fire Marshal / Crime Lab / Polygraph Wage Scale

42 Hour Schedule

Code	Classification	Effective Date	Increase	01	02	03
				Start	1 Yr.	2 Yr.
P5-73	Fire Marshal	1/1/2022	2.80%	\$35.84	\$37.13	\$40.23
		1/1/2023	2.25%	\$36.65	\$37.97	\$41.14
		1/1/2024	2%	\$37.38	\$38.73	\$41.96
		1/1/2025	2%	\$38.13	\$39.50	\$42.80
		1/1/2026	2%	\$38.89	\$40.29	\$43.66
1200-1459 Start						
P5-73n	Fire Marshal	1/1/2022	\$0.55	\$36.39	\$37.68	\$40.78
		1/1/2023	\$0.55	\$37.20	\$38.52	\$41.69
		1/1/2024	\$0.55	\$37.93	\$39.28	\$42.51
		1/1/2025	\$0.55	\$38.68	\$40.05	\$43.35
		1/1/2026	\$0.55	\$39.44	\$40.84	\$44.21
1500-1859 Start						
P5-73n15	Fire Marshal	1/1/2022	\$0.75	\$36.59	\$37.88	\$40.98
		1/1/2023	\$0.75	\$37.40	\$38.72	\$41.89
		1/1/2024	\$0.75	\$38.13	\$39.48	\$42.71
		1/1/2025	\$0.75	\$38.88	\$40.25	\$43.55
		1/1/2026	\$0.75	\$39.64	\$41.04	\$44.41
1900-2359 Start						
P5-73n19	Fire Marshal	1/1/2022	\$1.00	\$36.84	\$38.13	\$41.23
		1/1/2023	\$1.00	\$37.65	\$38.97	\$42.14
		1/1/2024	\$1.00	\$38.38	\$39.73	\$42.96
		1/1/2025	\$1.00	\$39.13	\$40.50	\$43.80
		1/1/2026	\$1.00	\$39.89	\$41.29	\$44.66
Base Wage						
P5-72	Polygraph Examiner	1/1/2022	2.80%	\$36.61	\$37.90	\$41.00
P5-72	Crime Lab II	1/1/2023	2.25%	\$37.43	\$38.75	\$41.92
		1/1/2024	2%	\$38.18	\$39.53	\$42.76
		1/1/2025	2%	\$38.94	\$40.32	\$43.62
		1/1/2026	2%	\$39.72	\$41.12	\$44.49
1200-1459 Start						
P5-72n	Polygraph Examiner	1/1/2022	\$0.55	\$37.16	\$38.45	\$41.55
P5-72n	Crime Lab II	1/1/2023	\$0.55	\$37.98	\$39.30	\$42.47
		1/1/2024	\$0.55	\$38.73	\$40.08	\$43.31
		1/1/2025	\$0.55	\$39.49	\$40.87	\$44.17
		1/1/2026	\$0.55	\$40.27	\$41.67	\$45.04
1500-1859 Start						
P5-72n15	Polygraph Examiner	1/1/2022	\$0.75	\$37.36	\$38.65	\$41.75
P5-72n15	Crime Lab II	1/1/2023	\$0.75	\$38.18	\$39.50	\$42.67
		1/1/2024	\$0.75	\$38.93	\$40.28	\$43.51
		1/1/2025	\$0.75	\$39.69	\$41.07	\$44.37
		1/1/2026	\$0.75	\$40.47	\$41.87	\$45.24
1900-2359 Start						
P5-72n19	Polygraph Examiner	1/1/2022	\$1.00	\$37.61	\$38.90	\$42.00
P5-72n19	Crime Lab II	1/1/2023	\$1.00	\$38.43	\$39.75	\$42.92
		1/1/2024	\$1.00	\$39.18	\$40.53	\$43.76
		1/1/2025	\$1.00	\$39.94	\$41.32	\$44.62
		1/1/2026	\$1.00	\$40.72	\$42.12	\$45.49
To calculate Yearly Salary						
42 hour workweek = hourly rate x 2184 hours						

Appendix B

Drug and Alcohol Policy

I. PURPOSE:

The City of Kalamazoo Department of Public Safety (“KPS”) is committed to the establishment and maintenance of a drug and alcohol free work environment. The Department of Public Safety is charged with the responsibility of enforcing and administering various drug and alcohol laws and regulations and therefore, must obtain and retain the respect of the community and at all times maintain and protect the integrity of the Department. This policy prohibits reporting to duty or being on duty with a prohibited level of drugs or alcohol and the possession of unprescribed controlled substances or alcohol.

II. POLICY COVERAGE:

This policy shall be applicable to all employees of the City of Kalamazoo employed in the KPSOA bargaining unit.

III. POLICY CONTENT:

A. Transfers/New Hires:

All applicants¹ for employment with KPS or any City employee requesting transfer to KPS shall be subject to an in-depth background investigation of a degree and nature that previous illegal use, manufacture, or sale of illegal drugs/substances should be discovered. If the background investigation reveals that the individual has engaged in the sale, manufacture or distribution of any illegal or controlled drugs or substances, said individual shall be permanently rejected for employment with KPS.

Upon passing the background investigation, all qualified applicants for employment or transfer into the KPS must, prior to being hired/transferred/assigned, submit to an appropriate body fluid test administered by a medical doctor, or medical clinic, selected by the City. The City shall pay the cost of said testing and the individual must sign the appropriate release forms allowing the doctor or medical clinic to release the results of said testing to the City. Should the testing procedure reveal the presence of any illegal drug/substance, in levels in excess of those specified in this policy, the applicant shall be rejected for employment/transfer into KPS.

B. Current Employees of Kalamazoo Public Safety

Employees of KPS are strictly prohibited from any statutorily defined illegal use, sale, manufacture or distribution of drugs, whether at work, or not at work, *Note: Inclusion of applicants in this Policy does not waive the circumstances that employment conditions of applicants are not a mandatory subject of bargaining, and the City reserves its right to change the policy regarding applicants.* and during the entire course of their employment. Drinking, possessing or ingesting alcohol, drugs, or other controlled substances without a current valid prescription, on city property or reporting to work with a blood alcohol level of 0.02 of alcohol or higher is strictly prohibited.

Exception is the authorized use of alcohol per the Public Safety Policies and Procedures, Policy 310.6.13.

C. Policy Enforcement

If KPS management has reasonable suspicion to believe, based upon observation and or information, that an employee, while on or off duty, is under the influence of illegal or controlled drugs or substances; or alcohol, while on duty or on City property the following procedure will be followed:

1. The facts forming the basis for the reasonable suspicion shall be disclosed to the employee and the employee shall, at the same time, be given the opportunity to explain their actions.
2. If the Chief or designee determines that reasonable suspicion exists, the employee shall submit to testing procedures as outlined in this policy.
3. The employee shall be required to submit to an immediate blood/urine/hair/breathalyzer and/or appropriate test.
4. The employee may have a Union Representative present. The test may not be unduly delayed in order to wait for the Union Representative. The absence of the Union Representative shall not be grounds for the employee to refuse to submit to such test; however KPS management shall make a reasonable effort to allow for the presence of Union representation, if requested.
5. The employee shall submit to such test and release test results to the

City. Failure to do so shall be a presumption that the employee has violated this policy. The employee shall not interfere with the testing process by failing to provide an adequate sample or ingest any test altering products. Violation of this provision shall subject the employee to disciplinary action, up to and including discharge.

6. After the test has been administered:

- a. If test results are negative: The employee will be put back to work with full pay for time lost.
- b. If the test results are positive:
 1. The physician shall consult with the employee and determine if the result may be related to a current, valid prescription. If the prescription is a possibility the employee shall provide proof to the department physician.
 2. Absent a valid prescription, the employee will participate in a pre-determination hearing and be subject to discipline, up to and including discharge if test results are in excess of the confirmation levels as indicated in Section IV(E).
- c. If test results are not immediately known, the employee will be immediately placed on administrative leave with pay until the results of the test are known.

D. Random Testing

KPS will maintain a random drug-testing program that shall apply to all employees in the KPSOA bargaining unit (“covered employees”). The random drug testing procedure is as follows:

1. KPS shall assign a number code or code name to each covered employee. KPS shall then furnish the City’s physician with these numbers or codes and the City’s physician shall enter these into their computer program for random testing selection. At unannounced times spread throughout the year (once or more per month), the City’s physician shall have their computer randomly select covered employees for testing.
2. The number of annual computer selections shall be up to the number of

employees in the bargaining unit as of January 1 of each calendar year. Thus, each covered employee has an equal chance of being randomly selected each time computer selections are made.

3. Once computer selections are made; the City's physician shall furnish the Chief of the KPS or designee with the code number(s) or code name(s) randomly selected. The Chief or designee shall thereafter match the code number(s) or code name(s) with the appropriate employee(s) and either the Chief, or designee, shall privately, on a one-on-one basis, notify the employee(s) that they have been selected for random testing and instruct said employee(s) to report for testing.
4. Once notified the employee shall immediately proceed to the testing site.
5. If the randomly selected employee is on a leave of absence, they will be passed over. If the randomly selected employee is not on duty, the notification of selection will be made on the first day when the employee is next scheduled for duty.
6. Once selected, the testing procedures shall be in accordance with the testing procedures contained in this policy.

E. Mandatory Testing: In addition to random testing, members assigned to a specialty unit, to include but not limited to K-9, KVET, SCAR, Evidence CSO, Lab Tech, Crime Lab and a promotion to a KPSA position are subject to testing entering and exiting those positions. K-9 and KVET officers may be tested at any time.

IV. TESTING PROCEDURES FOR ILLEGAL OR CONTROLLED DRUGS OR SUBSTANCES

A. Laboratory Selection

The laboratory selected to conduct the analysis shall be certified by the National Institute on Drug Abuse and any State of Michigan Agency that determines certification for police employment. In addition, the laboratory selected shall use Smith-Kline Laboratories security procedures or equivalent. The City shall pay any and all costs associated with testing.

B. Obtaining Urine and Hair Samples

1. All sample collection shall occur at the medical clinic, doctor's office, or laboratory designated by the City as its testing facility. When the employee reports to the testing facility they must provide department identification prior to providing a sample.
2. The room where the sample is obtained must be private and secure with documentation maintained that the area has been searched and is free of any foreign substance. For urine tests, an observer of the same sex shall be present for direct observation to ensure the sample is from the employee and was actually passed at the time noted on the record.
3. Samples shall be sealed prior to leaving the employees presence. Specimen collection will occur in a medical setting and the procedures should not demean, embarrass, or cause physical discomfort to the employee.
4. The medical facility shall keep confidential all employee's medication unless disclosure is required subsequent to a positive test and such disclosure shall only be made to the testing facility's medical doctor and shall not be released to the City or its agents.
5. Urine and hair samples shall be sealed, labeled and checked against the identity of the employee to ensure the results match the test. Urine samples shall be stored in a secured and refrigerated atmosphere until tested or delivered to the testing lab representative.

C. Processing Samples

1. The testing processing phase shall consist of a two-step procedure:
 - a. Initial Screening step
 - b. Confirmation step
2. The sample is first tested using a screening procedure. A specimen testing positive will undergo an additional confirmatory test. An initial positive report should not be considered positive; rather, it should be classified as confirmation pending.

3. Any confirmatory testing shall be done by chromatograph/mass spectrometer. In those cases where the second test confirms the presence of drug(s) in the sample in excess of the confirmation levels listed below, the sample will be retained for twelve (12) months to allow further testing in case of dispute. After a confirmed positive test, the employee has the right to receive a sample from the specimen by directing the City's designated laboratory (in a signed writing), to send the sample directly to another certified laboratory.
4. If the initial screening test is positive, the confirming test shall be run. Employees testing negative shall receive a letter notifying them of it. A copy of the letter will be placed in the employee's medical file.
5. The Physician will examine all positive confirmed test results to determine if there is an alternative medical explanation for the positive test result. Before making a final decision as to whether a positive test is valid, the physician will provide the employee an opportunity to discuss the test result.
6. The employee shall provide requested information pertaining to current medications to the medical facility.
7. A diluted test result will qualify the employee for a retest within the same draw period.

D. Chain of Evidence/Storage:

1. When a confirmed positive report is received, urine and hair samples shall be maintained under secured storage for a period of not less than sixty (60) days; twelve (12) months in contested cases.
2. Each step in the collecting and process of urine/hair/blood samples shall be documented to establish procedural integrity and the chain of evidence/custody.

E. Drug and Alcohol Cut-Off Levels

1. The initial and confirmatory drug test “cut-off” levels on urine specimens shall be as follows:

<u>Drug/Metabolite</u>	<u>Decision Level</u>	<u>GC/MS Confirmation</u>
Amphetamines	1000 ng/ml	500 ng/ml
Barbiturates	300 ng/ml	200 ng/ml
Cocaine metabolites	300ng/ml	150 ng/ml
Marijuana metabolite	50 ng/ml	15 ng/ml
Opiates-Codeine	300 ng/ml	300 ng/ml
-Morphine	300 ng/ml	300 ng/ml
Phencyclidine (PCP)	25 ng/ml	25 ng/ml

2. The initial and confirmatory drug test “cut-off” levels on hair specimens shall be as follows:
3. Tests for alcohol levels shall be considered to verify impairment when the blood alcohol level is .02 percent or higher. A PBT may be used as the testing instrument.

F. Self-Recognized Substance Dependence

Should an employee recognize themselves to be substance dependent (including alcohol), and if they ask the Chief or designee for a leave of absence (the request cannot be made at the time the employee is directed to submit to an appropriate test), they will be granted a leave of absence (the employee must first exhaust their accrued sick leave, and may use vacation leave as part of the approved leave time) consistent with the City’s FMLA policy and Article VIII, Section 2 of the contract, while under the care of a City recognized rehabilitation program (the cost, if not covered by insurance, to be borne by the employee). If the employee fails to successfully complete, withdraws from, and/or otherwise fails to fulfill the conditions of the rehabilitation program, they shall be discharged. Upon successfully completing the rehabilitation program, and upon passing an appropriate return-to-duty test, the employee will be returned to duty from said leave. After returning to duty, the employee will remain on probation for one (1) year during which time they must remain substance free, and will be subject to random unannounced testing at any time in accordance with the testing procedures set forth in Section IV of this policy. Should the employee test positive during the one (1) year probation period they

shall be discharged.

G. Prescription Drug Use

An employee may possess and use a drug or controlled substance, providing such drug or controlled substance is dispensed to the employee pursuant to a current valid medical prescription in the employee's name. The medication shall be maintained in the proper prescription bottle.

Should the employee's prescribing physician or pharmacist indicate that the known side effects of the drug make it dangerous for the employee to safely work, the employee shall notify the employer or supervisor.

H. Effect of a Confirmed Positive Drug or Alcohol Test

1. An employee who has a confirmed positive test for illegal or controlled drugs or substances shall be subject to discipline up to and including discharge.
2. An employee with a test result of a blood alcohol concentration of 0.02 or greater will be immediately removed from their assignment and will not be permitted to return to their assignment for at least twenty-four (24) hours. Absent available sick time, comp time, holiday leave or vacation the time will be unpaid. The employee shall also be subject to progressive discipline.
3. After returning to work the employee is thereafter subject to unannounced follow-up testing for up to twelve (12) months.

Appendix C

Letter of Understanding Administration of SP-1

December, 2013

Dear Mr. Hancox,

This Letter will confirm our understanding considering the administration of SP-1 and staffing within the Operations Division. The Parties have met and discussed issues surrounding the administration of SP-I. They have agreed to the following;

1. The Chief of Public Safety will periodically review and decide staffing levels within the Operations Division. If it is necessary to adjust these staffing levels, the KPSOA will be given 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 month period.
3. The annual shift bid, which is effective in February of the year, will be counted as one of the reviews.

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

Ronald Markan
Labor Relations Specialist

Chris Hancox
President, KPSOA

Appendix D

Memorandum of Agreement SAFER Grant Staffing

SAFER Grant Staffing MOU

Selection of KPSOA Members at Station 6

The Kalamazoo Public Safety Officers Association (KPSOA) and the City of Kalamazoo (COK) agree that the fifteen (15) KPSOA members at Station 6 (five (5) on each of the three (3) shifts) will be selected through an assessment center. The classification will be Public Safety Officer-Equipment Operator Technician (EO-Tech). Specific requirements are listed below:

Selection Process

The selection process shall consist of an in-house Assessment Center developed by the COK that is agreed upon by the KPSOA and the COK. The Assessment Center will replace the written examination as defined in Article VII, Section (c) -1. The remainder of the selection process as defined in Article VII shall be followed. The KPSOA members selected can choose to work on any of the three (3) shifts at station 6 based on classification seniority at the annual shift bid as defined in Article IX, Section 4.

Eligibility

Five years as a Sworn Public Safety Officer at the time of posting

Responsibilities

- All duties and responsibilities currently outlined for a Public Safety Officer-Equipment Operator
- Technical Rescue Training as defined in National Fire Protection Association (NFPA) 1670, current edition
- Must a member in good standing with the Kalamazoo Department of Public Safety Technical Rescue Team
- Must be a member in good standing of the 5th District Technical Rescue Team

- Hazardous Materials-Technician Level Training
- Must be a member of the Kalamazoo County Hazardous Materials Team
- Performs other relevant duties as needed

General

The backfill of vacancies at station 6 will be in accordance with the current practice. If the COK constructs a station 1 (downtown), the staffing configuration will be discussed with the KPSOA.

Compensation

Detective day rate (without clothing allowance conversion) converted to 56-hour schedule.

Timeline for Filling the Position(s)

The COK has the right to determine when the position(s) of EO-Technician are filled. The decision will be based on desired programming and available funding.

Appendix E

Letter of Agreement Regarding Lump Sum Payments

The following lump sum payments shall be paid as soon as administratively possible following the ratification of the Agreement to the indicated employees. The lump sum will not be rolled into the base rate but will be included in any applicable Final Average Compensation for pension benefit.

For employees hired 12/31/11 and earlier, pay a lump sum payment equal to 5.00% of their straight time base wages. Base wages are defined as the employee's rate per hour specified in their applicable Classification and Step as of January 1, 2018 multiplied by the number of straight time hours normally in their schedule {i.e. 2080 hours, 2184 hours or 2192 hours). Base wages exclude monies received for various allowances, specialty pays and assignment bonuses such as shift differential, clothing allowance, food allowance, longevity, K-9, KVET, and Community Police Officers etc.

Any part-time employee will have their Lump Sum amount pro-rated on the basis of their regular work schedule compared to a full-time employees work schedule in the applicable classification.

Ronald Markan
Labor Relations Specialist

Chris Hancox
President, KPSOA

Appendix F

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 Public Safety Officers Association agreed to an Early Retirement Incentive Plan (ERIP) which was made available to certain KPSOA 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 KPSOA President Laura Misner and Human Resources Director Jerome Post October 26, 2011;
2. Authorization to Implement Early Retirement Incentive Program signed by KPSOA and City of Kalamazoo representatives October 26, 2011;
3. Early Retirement Incentive Plan;
4. Exhibit A Early Retirement Incentive Plan; Early Retirement Election and Waiver of Claims Agreement;
5. KPSOA 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 December 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.

Ronald Markan
Labor Relations Specialist

Chris Hancox
President, KPSOA

Appendix G

Memorandum of Agreement Dispatch Operation Closure Benefits

During the negotiations for the 2018 - 2021 Labor Agreement, the Parties discussed the closure of the Kalamazoo Department of Public Safety Dispatch Operation. As the result of those discussions, the following agreement was reached;

I. Purpose

- a. The MOA is meant to provide continuity of Dispatch Services and economic assistance to the KDPS Dispatch Operations personnel employed by the City of Kalamazoo as the City transitions its Dispatch work to the Kalamazoo County Central Dispatch Authority (KCCDA).

II. Application

- a. This Agreement applies only to the situation wherein the City of Kalamazoo Public Safety Department closes its Dispatch Operation and moves the work to the Kalamazoo County Central Dispatch Authority. This move is currently anticipated to take place in 2018.

III. Employee Performance

- a. Employees agree to continue to provide professional dispatch services as defined by KDPS Management, including acceptable attendance through and including their Release Date.

IV. Release Date

- a. The City of Kalamazoo will establish a Release Date for each employee. The date will be established at the Employers sole discretion without regard to seniority.
- b. The individual's employment with the City of Kalamazoo will end as of their Release Date or the end of their Severance Pay Period, whichever is later.
- c. Employees will not earn or accrue any additional benefits from their Release Date forward including any applicable Severance Pay Period.

V. Bumping, Recall and/or Reemployment

- a. The Employee will not have any bumping rights under the collective bargaining agreement.
- b. The Employee will not have any recall or re-employment rights under the collective bargaining agreement.

VI. Severance Pay

a. Formula

- i. Forty hours of straight-time pay (excluding shift differential) for each completed year of service as of the Employee's Release Date;
 1. Employees with less than 2.0 years of service as of their Release Date will receive 80 hours of pay;
- ii. Employees may elect to receive their Severance Pay Benefit in a single Lump Sum Option;
 1. See "Health Insurance" below;
- iii. Taxes and other applicable deductions will be deducted at the applicable rate;

b. Eligibility

- i. The Employee must apply for a KCCDA vacancy
- ii. The Employee must interview for a KCCDA vacancy if offered an interview
- iii. Employees whether or not they are hired into a KCCDA vacancy must be in "good employment standing" with the City of Kalamazoo as of their Release Date.
- iv. In order to maintain "good employment standing" the employee must conform to the policies, rules and regulations of the Kalamazoo Department of Public Safety. This includes fully meeting the attendance requirements of the Department. Regardless of the past administration of the Department's attendance requirements, employees will not be excused from work unless they are physically unable to work or have prior approval to be off work.

VII. Waiver and Release

- a. Employees will be required to sign a General Waiver and a Release of Liability form in order to receive the benefits of this Agreement;

VIII. Sick Pay

1. Employees will receive 50% of their Sick Leave hours banked and/or accrued through their Release Date provided that they released from the Dispatch Operation on their Release date in “good employment standing”.

IX. Longevity Pay

- a. Employees will receive a full year’s amount of Longevity Pay provided they are released from the Dispatch Operation on their Release Date in “good employment standing”.

X. Continued Health Insurance (medical, dental and vision)

- a. Employees may continue their coverage for length of the severance pay period
 - i. Employees must make normal periodic contributions (deducted from severance pay)
 - ii. Coverage will end the end of the month that severance pay ends
- b. COBRA coverage will be offered when COK group insurance coverage otherwise ends

XI. Pension

- a. Employees who are vested as of their Release Date retain their vested lights under the terms of the pension ordinance
- b. Non-vested employees who as of their Release Date are within six (6) months of vesting will receive additional credited service to bring them up to the vesting requirement (ten years credited service)

XII. Other Benefits

- a. All other provisions of the CBA, concerning negotiated and voluntary benefits will be administered as if the employee voluntarily resigned their employment effective as of their Release Date. This would include the following benefits;
 - i. Vacation;
 1. employees will be paid earned vacation that is unused as of their Release Date
 2. employees will be paid vacation accrued through their Release Date

ii. Compensatory Time; employees will be paid their unused compensatory time (comp time) hours remaining as of their Release Date

XIII. Employees will not receive any preferential consideration for any other City of Kalamazoo vacancies. However, employees who transfer to or are hired into another City of Kalamazoo vacancy will not receive the benefits of this Agreement. Their transfer or hire will be handled per the normal procedures applicable to the transfer or hire.

XIV. Employees who transfer to other City of Kalamazoo employment are not eligible for the benefits of this Agreement.

XV. The City and KPSOA will co-operatively offer job search assistance through Michigan Works.

XVI. Unemployment Compensation Benefits

- a. The City of Kalamazoo will not oppose or contest any unemployment benefit application filed by the employee after they leave City employment provided the employee is released by the City in “good employment standing” as of their Release Date.
- b. The City otherwise reserves its rights concerning unemployment benefit applications if the employee’s employment ends prior to their Release Date or the employee is no longer in “good employment standing” as of their Release Date.

XVII. This Program applies only to the closure of the KDPS Dispatch Operation and is without precedent concerning any future actions or events.

- a. The Agreement sunsets as of the end of the 2018 Labor Agreement

Ronald Markan
Labor Relations Specialist

Chris Hancox
President, KPSOA

Appendix H

Memorandum of Understanding Between the City of Kalamazoo and the KPSOA (Sergeant Promotional Process)

This Memorandum of Understanding (MOU) between the City of Kalamazoo (COK) and the Kalamazoo Public Safety Officers Association (KPSOA) is agreed to as it relates to the sergeant promotional process as outlined by the contractual bargaining agreement (CBA). This MOU will remain in effect until December 31st, 2026 at 2359 hours or ratification of the next contract, whichever occurs first. To that end, both parties agree to replace Article VII, Section 1 of the CBA with the below language that pertains to the promotion of officers to the rank of sergeant only:

Posting:

In February of each year, notice will be sent (via email) to all KPSOA members of the upcoming annual Sergeant's promotional process. Only Public Safety Officers who have successfully completed five (5) years as a Public Safety Officer (as defined by the date of hire on the KPSOA seniority list) by April 1 of the current year of the promotional process will be eligible to compete for promotion to Public Safety Sergeant for the current posted process. If an established eligibility list has expired and an additional promotional process(s) will be conducted outside of the annual promotional process, the list of officers who would be eligible to test for the position of sergeant will expand to include those who would be eligible for the annual promotional process the following year as defined above. Those expanded eligible individuals will not be eligible to be placed on the eligibility list for promotion until the date they would have been eligible to test. Those eligible who intend on competing for promotion to Public Safety Sergeant will notify the Chief's Office in writing (via email) within 15 days of the date the process is posted. The promotional process will be conducted approximately 30 days from the posting date with consideration given the availability of the contracted assessment center company. The promotional process will consist of the following:

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 a Public Safety Sergeant.

The Assessment Center will consist of the following three (3) exercises:

- i. In-Basket Exercise: This exercise will comprise 30% of the total Assessment Center score and will consist of an exercise dealing with day-to-day operations that a Public Safety Sergeant may be confronted with during the course of their shift.
- ii. Tactical Police Scenario: This exercise will comprise 35% of the total Assessment Center score and is intended to evaluate the candidate's effectiveness at managing a major police incident.
- iii. Tactical Fire Scenario: This exercise will comprise 35% of the total Assessment Center score and is intended to evaluate the candidate's effectiveness at managing a major Fire/Rescue or EMS incident.

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 50% of applicant's total final score. The content of the Assessment Center and its scoring shall be determined by the Chief of Public Safety or designee after consultation with the Human Resources Department.

Competency-based Oral Examination:

The oral examination board shall consist of the 1) Chief of Public Safety or designated representative (must be of rank of Police Sergeant or Fire Lieutenant or higher), 2) a command officer selected by the Chief of Public Safety (must be of rank of Police Sergeant or Fire Lieutenant or higher), 3) Two (2) - Representatives selected/hired by the City's promotional assessment vendor (must be of rank of Police Sergeant or Fire Lieutenant or higher). In addition, the Human Resource Director or representative and a KPSOA Representative (selected by the KPSOA) will serve as monitors.

The oral interview shall examine the core competencies as identified by the City's assessment process vendor in collaboration with the Chief of Public Safety and/or designees. Members of the Oral Examination Board shall score each applicant at the completion of his or her interview. The Oral Examination score obtained by an applicant shall be given a percentage

(0-100) which shall constitute 50% of his or her total final score.

Seniority:

Seniority points shall be added **after** the employee's scores from the Assessment Center exercises and Oral Examination are computed. Each applicant shall receive one-half (1/2) point for each year of service as a sworn Kalamazoo Public Safety Officer as of the date of the job posting up to a maximum of twenty (20) years. (No period of employment shall be counted more than once in making the calculation).

Total Final Score:

Upon completion of the Oral Examination, the total final scores shall then be computed as follows by the Human Resources representative. The Oral Examination score will be combined with an applicant's Assessment Center score then divided by two (2). Seniority points shall then be added to determine the applicant's total final score. (Note: This could result in an applicant scoring greater than 100 points overall).

Eligibility List and Selection:

Each candidate shall be notified in writing of his or her total final score and placement on the list no later than one (1) week after the completion of the promotional process. Only those candidates who achieve a total final score of 70% or greater will be placed upon the eligibility list. Candidates qualifying for inclusion on the eligibility list will be listed in numerical order (highest to lowest), as determined by their final scores. If two (2) or more applicants have the same total score, then they will be ranked on the list in order of KPSOA seniority. The Chief shall make the selection from the five (5) candidates having the highest total score on the eligibility list.

If the Chief is initially presented with a list consisting of less than five (5) employees on the Sergeants eligibility list, the chief will fill the then vacant positions(s) from that list. Upon the filling of the then vacant positions(s), the list will become void.

The eligibility list shall be in effect until such a time that less than five (5) names remain on the eligibility list or the following April 1, whichever occurs first. If an additional eligibility list is established outside of the annual assessment center, the eligibility list will remain valid until such a time that less than five (5) names remain on the eligibility list or one (1) year after the following April 1, whichever occurs first.

Should the list expire as defined above, the City of Kalamazoo will not be required to start a promotional process until a vacancy is projected within the rank of Public Safety Sergeant. Whenever a projected vacancy is identified within the Public Safety Sergeant classification, the City of Kalamazoo agrees to start the promotional process within 90 days of the projected vacancy unless in the determination of the Chief of Public Safety, the position will not be filled on the projected vacancy date. Such determination shall be served to the KPSOA in writing (via email).

Rebecca VanBrocklin
KPSOA President

Date

Vernon Coakley, Jr.
Kalamazoo Public Safety - Chief

Date

Shelly Dusek
COK - Human Resources Director

Date

Appendix I

Memorandum of Understanding Between the City of Kalamazoo and the KPSOA (Detective Promotional Process)

This Memorandum of Understanding (MOU) between the City of Kalamazoo (COK) and the Kalamazoo Public Safety Officers Association (KPSOA) is agreed to as it relates to the Detective promotional process as outlined by the contractual bargaining agreement (CBA). This MOU will remain in effect until December 31st, 2022 at 2359 hours or ratification of the next contract, whichever occurs first. To that end, both parties agree to replace Article VII, Section 1 of the CBA with the below language that pertains to the promotion of officers to the rank of Detective only:

Posting:

In February of each year, notice will be sent (via email) to all KPSOA members of the upcoming annual Detective's promotional process. Only Public Safety Officers who have successfully completed three (3) years as a Public Safety Officer (as defined by the date of hire on the KPSOA seniority list) by April 1 of the current year of the promotional process will be eligible to compete for promotion to Public Safety Detective for the current posted process. If an established eligibility list has expired and an additional promotional process(s) will be conducted outside of the annual promotional process, the list of officers who would be eligible to test for the position of Detective will expand to include those who would be eligible for the annual promotional process the following year as defined above. Those expanded eligible individuals will not be eligible to be placed on the eligibility list for promotion until the date they would have been eligible to test. Those eligible who intend on competing for promotion to Public Safety Detective will notify the Chief's Office in writing (via email) within 15 days of the date the process is posted. The promotional process will be conducted approximately 30 days from the posting date with consideration given the availability of the contracted assessment center company.

The promotional process will consist of the following:

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 a Public Safety Detective.

The Assessment Center will consist of the following three (3) exercises:

- (1) In-Basket Exercise: This exercise will comprise 30% of the total Assessment Center score and will consist of an exercise dealing with day-to-day operations that a Public Safety Detective may be confronted with during the course of their shift.
- (2) Tactical Police Scenario: This exercise will comprise 35% of the total Assessment Center score and is intended to evaluate the candidate's performance in the areas of investigating crime scenes, arrest, search and seizure, interrogations, case investigation, report writing, public relations, and cooperation.
- (3) Oral Presentation: This exercise will comprise 35% of the total Assessment Center score and is intended to evaluate the candidate as they present on a topic to an audience, that will be assigned during the candidate orientation session.

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 50% of applicant's total final score. The content of the Assessment Center and its scoring shall be determined by the Chief of Public Safety or designee after consultation with the Human Resources Department.

Competency-based Oral Examination:

The oral examination board shall consist of the 1) Chief of Public Safety or designated representative (must be of rank of Police Sergeant or higher), 2) a command officer selected by the Chief of Public Safety (must be of rank of Police Sergeant or higher), 3) Two (2) - Representatives selected/hired by the City's promotional assessment vendor (must be of rank of Police Sergeant or higher). In addition, the Human Resource Director or representative and a KPSOA Representative (selected by the KPSOA) will serve as monitors.

The oral interview shall examine the core competencies as identified by the City's assessment process vendor in collaboration with the Chief of Public Safety and/or designees. Members of the Oral Examination Board shall score each applicant at the completion of his or her interview. The Oral Examination score obtained by an applicant shall be given a percentage

(0-100) which shall constitute 50% of his or her total final score.

Seniority:

Seniority points shall be added **after** the employee's scores from the Assessment Center exercises and Oral Examination are computed. Each applicant shall receive one-half (1/2) point for each year of service as a sworn Kalamazoo Public Safety Officer as of the date of the job posting up to a maximum of twenty (20) years. (No period of employment shall be counted more than once in making the calculation).

Total Final Score:

Upon completion of the Oral Examination, the total final scores shall then be computed as follows by the Human Resources representative. The Oral Examination score will be combined with an applicant's Assessment Center score then divided by two (2). Seniority points shall then be added to determine the applicant's total final score. (Note: This could result in an applicant scoring greater than 100 points overall).

Eligibility List and Selection:

Each candidate shall be notified in writing of his or her total final score and placement on the list no later than one (1) week after the completion of the promotional process. Only those candidates who achieve a total final score of 70% or greater will be placed upon the eligibility list. Candidates qualifying for inclusion on the eligibility list will be listed in numerical order (highest to lowest), as determined by their final scores. If two (2) or more applicants have the same total score, then they will be ranked on the list in order of KPSOA seniority. The Chief shall make the selection from the five (5) candidates having the highest total score on the eligibility list.

The eligibility list shall be in effect until such a time that less than three (3) names remain on the eligibility list or the following April 1, whichever occurs first. If an additional eligibility list is established outside of the annual assessment center, the eligibility list will remain valid until such a time that less than three (3) names remain on the eligibility list or one (1) year after the following April 1, whichever occurs first.

Should the list expire as defined above, the City of Kalamazoo will not be required to start a promotional process until a vacancy is projected within the rank of Public Safety Detective.

Whenever a projected vacancy is identified within the Public Safety Detective classification, the City of Kalamazoo agrees to start the promotional process within 90 days of the projected vacancy unless in the determination of the Chief of Public Safety, the position will not be filled on the projected vacancy date. Such determination shall be served to the KPSOA in writing (via email).

Rebecca VanBrocklin
KPSOA President

Date

Vernon Coakley, Jr.
Kalamazoo Public Safety - Chief

Date

Shelly Dusek
COK - Human Resources Director

Date

Appendix J

Memorandum of Understanding Between the City of Kalamazoo and the KPSOA (Lab Tech Promotional Process)

This Memorandum of Understanding (MOU) between the City of Kalamazoo (COK) and the Kalamazoo Public Safety Officer's Association (KPSOA) is agreed to as it relates to the Laboratory Technician promotional process as outlined by the contractual bargaining agreement (CBA). To that end, both parties agree to replace Article VII, Section 1 of the CBA with the below language:

Section 1 (b) Eligibility Requirements:

Crime Lab Technician: To be eligible, applicants must have 30 months as a KDPS employee as of the date of the posting on August 12, 2020.

Section 1 (c) Promotional Process:

The promotional process shall consist of the following:

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 Crime Lab Technician.

The Assessment Center will consist of the following two (2) exercises:

1. **Crime Scene Scenario:** This exercise is intended to evaluate the candidate's effectiveness at managing and processing a crime scene. This exercise will have 20 possible points.
2. **Written Report:** This exercise is intended to evaluate the candidate's effectiveness at documenting their observations and activities at a crime scene. This exercise will have 10 possible points.

The Assessment Center will be graded on a pass/fail basis. The applicant must achieve a total score of 15 points to pass the Assessment Center. The 15 points, required for a passing score, can come in any combination from the two exercises. Each applicant that passes the Assessment Center and the personnel file examination shall be eligible to move to the Oral Board Test.

The content of the Assessment Center and its scoring shall be determined by the Chief of Public Safety or designee and the KPSOA president; with consultation with the Human Resources Department.

The Assessment Center will be graded on a pass/fail basis. Each applicant that passes the Assessment Center will be eligible to move to the Oral Board Test (section c3). The oral board test will require a 70% average to pass.

There will be no change to Seniority (section c4) calculations.

Eligibility List (section c5) will be computed as follows: (c3 + c4=for a maximum total of 50). If two (2) or more applicants have the same total score, then they shall be ranked on the list in order of seniority using the seniority specified in subsection (c4) for the position list being ranked. Each applicant shall be notified of their ranking.

The Public Safety Chief shall fill any permanent vacancy by selecting from among the top three (3) employees on the Technician eligibility test.

All additional requirements listed under Article VII Sec. C of the CBA shall remain in effect. This MOU is only encompassing of the Lab Technician job description and is non-precedent setting. The MOU will remain in effect until a valid 2020 Lab Technician promotional list is established.

Total Final Score:

Upon completion of the Oral Board Test, the total final scores shall then be computed as follows by the Human Resources representative. The Oral Examination score will be combined with an applicant's seniority points to determine the applicants total final score.

Rebecca VanBroeklin
KPSOA President

Date

Karianne Thomas
Kalamazoo Public Safety - Chief

Date

Shelly Dusek
COK - Human Resources Director

Date

Appendix K

Memorandum of Understanding Between the City of Kalamazoo and the KPSOA (Fire Marshal Selection Process)

The Kalamazoo Public Safety Officers' Association (KPSOA) and the City of Kalamazoo (COK) agree to deviate from the selection process for the position of Fire Marshal that is defined in Article VII, Section 1, Subsection 1 (Filling Vacancies and Promotions-Written Examination) of the Collective Bargaining Agreement (CBA) between the KPSOA and the COK. It is hereby understood that the written examination will be replaced with the following assessment center for the position of Fire Marshal:

Fire Safety Presentation 10 Minutes - (10% of average score)

- The exercise shall be worth 100 points (score will be based on 100, 50, or 0 points)
- The candidate will be provided three (3) fire safety topics that could be chosen to be presented to the evaluators seven (7) days in advance
- The candidate will have a maximum of 10 minutes to complete the presentation
- No visual aids/videos will be allowed
- The score for this exercise will be multiplied by .1 and added to the In-Basket exercise and the Mock Fire Investigation

In-Basket Exercise - (45% of average score)

- The exercise shall be worth 100 points.
- The score for this exercise will be multiplied by .45 and added to the Fire Safety presentation and the Mock Fire Investigation

Mock Fire Investigation - (45% of average score)

- The exercise shall be worth 100 points
- The score for this exercise will be multiplied by .45 and added to the Fire Safety presentation and the In-Basket Exercise

In order to move on to the interview the aggregate score for the three (3) exercises shall be 70% or greater.

The score shall then be multiplied by 50% and added to the interview score.

All other components of the selection process (as defined in the CBA) for the position of Fire Marshal shall be followed.

The Board for the assessment center will consist of the Chief of Public Safety or his designee, the Fire Lieutenant, and a Fire Marshal/Fire Inspector mutually agreed upon from an outside agency.

The agreed upon alternative (as outlined above) is non-precedence setting and will expire on December 31, 2026.

Rebecca VanBrocklin
KPSOA President

Date

Karianne Thomas
Kalamazoo Public Safety - Chief

Date

Shelly Dusek
COK - Human Resources Director

Date

Appendix L

Memorandum of Understanding Between the City of Kalamazoo and the KPSOA (Fit Testing)

All fire suppression personnel are required to complete annual respirator (Self-Contained Breathing Apparatus) Fit Testing as outlined in Policy 1505. The COK and the KPSOA agree that the Training Division Commander will:

- Schedule and provide quantitative Fit Testing refresher training in December for KPSOA members expected to perform Fit Testing
- Provide a schedule for all divisions to complete Fit Testing during the month of January on the following days/times:
 - Monday 1400-1600
 - Tuesday – Friday 0800-1100 and 1800-2200

Fit Testing will not be performed on Holidays (as recognized by the KPSOA Collective Bargaining Agreement with the COK) or the Rig Day (at the station that the Fit Testing is to be performed (1st Wednesday of the month for Station 45)).

If for unforeseen circumstances Fit Testing cannot be completed in January, the COK will work with the KPSOA to revise the Fit Testing schedule. KPSOA members are not responsible to coordinate the arrival of personnel for Fit Testing.

Rebecca VanBrocklin
KPSOA President

Date

Karianne Thomas
Kalamazoo Public Safety - Chief

Date

Shelly Dusek
COK - Human Resources Director

Date

Appendix L

Memorandum of Understanding Between the City of Kalamazoo and the KPSOA (NIBIN Analyst)

This Memorandum of Understanding (MOU} between the City of Kalamazoo (COK} and the Kalamazoo Public Safety Officer's Association (KPSOA} establishes and defines a partnership between the Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF} and Kalamazoo Public Safety (KDPS} that will result in an ATF Analyst working in conjunction with the KDPS trained personnel to operate the ATF National Integrated Ballistic Information Network (NIBIN}.

BACKGROUND:

On November 18, 2020, KOPS entered into an agreement with ATF to be a site for an ATF NIBIN system. The ATF NIBIN uses sophisticated technology to compare images of ballistic evidence. It is part of an integrated investigative approach to reduce firearms violence and improve crime gun intelligence.

Timely analysis, and dissemination of crime gun data is critical to enhance the efforts of law enforcement to reduce firearms violence, identify shooters, and refer them for prosecution.

PERSONNEL AND TRAINING:

As a host location and NIBIN partner, the COK has agreed to maintain sufficient personnel to operate the NIBIN system and has also agreed to allow the use of the equipment by ATF personnel to support the program. To ensure the consistency, integrity, and success of NIBIN, ATF has enacted Minimum Required Operating Standards (MROS}. All personnel accessing NIBIN must be a qualified NIBIN user as required by the MROS. All users of the NIBIN equipment must be properly trained, qualified, and approved in advance by the ATF.

The ATF has provided basic NIBIN entry training that meets the MROS requirements for three KPSOA members to conduct NIBIN testing and one KPSA member who has been designated as the NIBIN supervisor. KDPS personnel will work in conjunction with the ATF analyst who will work out of the KDPS NIBIN host site.

The COK agrees to maintain a minimum of three (3) KPSOA members who are properly trained, and ATF certified to operate the NIBIN system at all times.

Rebecca VanBrocklin
KPSOA President

Date

David Boysen
Kalamazoo Public Safety - Chief

Date

Shelly Dusek
COK - Human Resources Director

Date