

AGREEMENT

THIS AGREEMENT by and between the CITY OF KALAMAZOO, Michigan, hereinafter referred to as the "City", and the KALAMAZOO MUNICIPAL EMPLOYEES ASSOCIATION, a non-profit Michigan corporation, hereinafter referred to as the "Association".

WITNESSETH:

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

ARTICLE I - RECOGNITION

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

- (a) The City agrees that, during the life of this Agreement, it will not negotiate with any organization other than the Association with respect to the rates of pay, wages, hours of employment and other working conditions of employment of the employees covered by this Agreement.
- (b) The City shall, each April 1st and October 1st, prepare a list for the Association containing the names and departments of all employees who for a continuous period of six (6) months have been classified as a "temporary full-time employee".
- (c) The purpose of an intern program is to provide work experience which is an adjunct to the intern's education. Student interns shall not be utilized so as to displace a position otherwise held by a KMEA employee. Student interns shall not be utilized so as to reduce the normal work week of a

KMEA employee. KMEA employees shall be given the opportunity to work overtime pursuant to the overtime provision in Article VIII, Section 5 prior to a student intern or volunteer being given the opportunity to work overtime, if KMEA work is involved.

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

Section 2- Payroll Deduction. During the term of this Agreement, for those employees for whom properly executed payroll deduction authorization cards are delivered to the Accounting Division, the City will deduct from their pay each month the monthly Association dues as designated to the Accounting Division by the Secretary of the Association and shall promptly remit any and all amounts so deducted to the Association. The Association agrees to indemnify and save the City harmless against any and all claims, suits, and other forms of liability that may arise out of or by reason of action taken in reliance upon individual authorization cards or by reason of the City's compliance with the provisions of Section 6.

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

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

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

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

City Hall and Metro Transit	One (1) Steward
Department of Public Safety	One (1) Steward
Stockbridge Facility	One (1) Steward
Harrison Street Facility	One (1) Steward
Development Center	One (1) Steward
All other KMEA employees	Grievance Chairperson

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

Section 6 - Association Security. All employees in positions represented by the Association shall immediately upon completion of ninety (90) days of continuous employment as a condition of continued employment, become and remain members in good standing of the Association to the extent of paying regular monthly dues uniformly required of all association members, or in lieu of joining the Association, shall pay a service fee equivalent to the amount of monthly dues required of all Association members. This paragraph shall not diminish management's rights under Article VI, Section 2.

Section 7 - Scheduling of Special Conferences. Special conferences for the discussion of important matters (not grievances) may be arranged at a mutually satisfactory time between the Association and the City within ten (10) regularly scheduled working days after request of either party, subject to the following conditions:

- (a) Such meetings shall be held not more frequently than once each calendar month.
- (b) Such meetings must be attended by the President of the Association and not to exceed an additional two (2) members of the Association, the Human Resources/Labor Relations Director of the City and/or other designated representatives of the City.
- (c) There must be at least one (1) calendar week's advance written notice of the desire to have such meeting, which notice must be accompanied by an agenda of the subjects the party serving such notice wishes to discuss. If both parties have subjects

they wish to discuss, they shall exchange agenda at least one (1) calendar week prior to such meeting. Discussions at such special conferences shall be limited to the items set forth in the agenda.

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

Section 8 - Quarterly Personnel Update. The City and KMEA agree to meet quarterly to discuss the status of KMEA members and Association work. The purpose of this meeting is to discuss the use of temporaries, seasonal employees and interns. Topics may also include the status of KMEA positions. Quarterly meetings will be attended by no more than three (3) members from each party, unless additional attendees are deemed necessary and agreed upon by both parties. Agenda items raised by either party must be forwarded to both parties at least two (2) working days prior to the quarterly meeting.

ARTICLE II - CITY'S RIGHTS

Section 1 - City's Rights. All rights to manage the City and to direct the work force are vested exclusively in the City, including but not limited to, the right to hire, to establish reasonable rules and procedures, the right to determine the hours, daily schedules and work assignments of employees, the right to determine the acceptable quality standards, the right to establish new jobs and eliminate existing jobs, and the right to determine when a need exists for the layoff or recall of employees. The City shall also have the exclusive right to determine the means, methods, and processes used in operations. The foregoing enumeration of rights is not intended to be all inclusive, but indicates the type of matters arising which belong to and are inherent to the City and shall not be deemed to exclude other rights of the City not specifically set forth. However, the City acknowledges that such management rights have been limited by the provisions of this Agreement and, therefore, agrees to exercise such rights in such a fashion so as not to violate the specific terms and provisions of this Agreement.

ARTICLE III - GRIEVANCE PROCEDURE

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

Section 2 - Steps. In the event a complaint has not been resolved by oral discussion with the supervisor designated for that purpose by the department head, the matter shall be resolved in the following manner:

FIRST STEP: Within five (5) regularly scheduled working days after the employee has knowledge of the occurrence of the event upon which the grievance is based, the grievance must be reduced to writing and signed by the employee and by the employee's steward (or, in his or her absence, the Grievance Chairperson or the Association President) and presented to the employee's division head or the division head's designee. However, no grievance shall be processed hereunder regarding an occurrence which happened more than fifteen (15) regularly scheduled working days prior to the date the written grievance was presented to the proper supervisor, except for clerical errors in the calculation of an employee's paycheck which may be filed at any time but any settlement shall not be retroactive for a period in excess of one (1) year. Grievances shall be made out in triplicate, two (2) copies of which must be presented to the appropriate division head or designee. A written grievance shall state (a) who is affected, (b) what happened, (c) when it happened, (d) where it happened, (e) what section of the contract has allegedly been violated and (f) what adjustment is requested. The division head or designee may elect to meet with the steward and grievant to discuss the grievance prior to giving his or her written answer. Such meetings, if scheduled, shall occur within two (2) regularly scheduled working days. The division head or designee shall give a written answer, which shall include a general statement of the reasons for the answer, to the aggrieved employee within two (2) regularly scheduled working days after the receipt of the written grievance or the meeting, whichever is applicable.

SECOND STEP: If the grievance has not been resolved, then within five (5) regularly scheduled working days after receipt by the employee of the First Step answer, the Association grievance committee chairperson shall present the grievance, in writing, which shall include the reasons that the City's prior answer is deemed unacceptable, to the Human Resources/Labor Relations Director or designated representative. Within ten (10) regularly scheduled working days after the grievance has been presented to the Human Resources/Labor Relations Director or designated representative, a meeting between the Association's grievance committee and the City's committee shall be held. **A maximum number of three (3) people shall make up either grievance committee unless mutually agreed that others may attend.** Within five (5) regularly scheduled working days after such meeting, the Human Resources/Labor Relations Director or designated representative shall give the written answer, which shall include a general statement of the reasons for the answer to the Association grievance committee chairperson.

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

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

The mediation hearing shall be governed by the following rules: (1) The grievant(s) shall have a right to be present at the Mediation Hearing; (2) Each party shall have one principal spokesperson; (3) Outside lawyers or consultants shall not participate in a mediation hearing; (4) Any documents presented to the mediator shall be returned to the respective parties at the conclusion of the hearing; (5) Proceedings shall be informal in nature. The presentation of evidence is not limited to that presented at earlier steps of the grievance procedure. The rules of evidence shall not apply and no formal record of the mediation hearing shall be made; (6) The mediator shall have the authority to meet separately with any person or persons and their chief spokesperson, but shall not have the authority to compel a resolution of a grievance; (7) If no settlement is reached, the mediator may provide the parties with an immediate verbal advisory opinion, stating the grounds for his/her opinion; (8) If the Mediation Hearing results in a mutual resolution, the settlement offer shall be reviewed at the end of the Mediation Hearing with the mediator present. A Mediation Summary shall be reduced to writing by the City's chief spokesperson and presented to the Grievance Chair and President of the Association within five (5) regularly scheduled working days from the date of the mediation; (9) The mediator shall have no power to alter or amend the terms of the Collective Bargaining Agreement; (10) The opinion of the mediator shall not be submitted as evidence if the grievance later is heard by an arbitrator.

- a) In the event the mediation process described above does not reach a mutually acceptable solution to the grievance, and the Association desires to carry the grievance further, it shall submit the grievance to arbitration by the American Arbitration Association in accordance with its Voluntary Labor Rules, then pertaining, provided such submission is made within thirty (30) calendar days following receipt of the written Mediation Summary.
- b) Neither the mediator nor the arbitrator above described shall have any authority to add to, subtract from, change or modify any provisions of this agreement but shall be limited solely to the interpretation and application of the specific provisions contained herein. However, nothing contained herein shall be construed to limit authority of an arbitrator, in his or her own judgment, to sustain, reverse, or modify any alleged unjust discharge that may reach this stage of the grievance procedure.
- c) The expenses and fees of the arbitrator and the American Arbitration Association shall be shared equally by the City and the Association.

- d) Any employee covered by this Agreement may view the contents of his or her personnel file in the presence of a representative of the City at any reasonable time, upon request.

Section 3 - Time Limits. In the event the City fails to reply to a grievance at the First Step of the procedure within the specified time limit, said grievance shall automatically be referred to the Second Step. If the City fails to reply to a grievance at the Second Step of the grievance procedure, the Association shall process the grievance to the Third Step. In the event the Association does not appeal a grievance from one (1) step to another within the time limits specified, the grievance shall be considered as settled on the basis of the City's last answer.

Section 4 - Union-wide Grievances. Grievances on behalf of the entire Association shall be filed no later than fifteen (15) regularly scheduled working days following the occurrence which is being grieved, shall be signed by the Grievance Chairperson, and shall be processed starting at the Second Step of the grievance procedure. Union-wide grievances shall be defined as those that have a specific impact on more than one KMEA member, and those that have no identifiable grievant.

Section 5 - Grievance Meetings. Meetings of the joint grievance committees provided for in the Second Step of the grievance procedure shall be held at a mutually agreeable time on the day for which they are scheduled. The Association's committee members, consisting of the Association President and the Grievance Chairperson, grievant(s) and Association witnesses shall suffer no loss of pay due to time lost from their regularly scheduled work while attending second step meeting(s), mediation meetings or arbitration meetings. The amount of time in such cases shall be limited to two hours for each of the witnesses.

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

Section 7 - Extension of Time Limits. Any of the time limits specified in the grievance procedure may be extended if such extension is mutually agreed to in writing by the City and the Association.

ARTICLE IV - DISCHARGE CASES

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

- (a) The City agrees to immediately verbally notify the employee's steward and promptly in writing notify the Grievance Chairperson (or in his/her absence, the Association's President) of such discharge or suspension and to state in said notice reasons for such discharge or suspension.
- (b) A suspended or discharged employee, if he or she so desires, will be allowed to discuss the suspension or discharge with a steward (or in his or her absence, the chairperson of the Association's grievance committee or the Association President) if either is readily available before being required to leave the property of the City.
- (c) It is understood and agreed that when an employee files a grievance with respect to disciplinary action, suspension or discharge, the act of filing such grievance shall constitute his or her authorization of the City to reveal to the participants in the grievance procedure any and all information available to the City concerning the alleged offense and such filing shall further constitute a release of the City from any and all liability by reason of such disclosure.

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

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

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

ARTICLE V - STRIKES AND LOCKOUTS

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

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

ARTICLE VI - SENIORITY

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

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

Section 2 - Probationary Period. All new employees shall be probationary employees for the first six (6) consecutive calendar months of their employment. The purpose of this probationary period is to provide an opportunity for the City to determine whether the employee has the ability and other attributes which will qualify him or her for regular employee status. During the probationary period, the employee shall have no seniority status and may be laid off or terminated in the sole discretion of the City without regard to his or her relative length of service. At the conclusion of the first six (6) consecutive calendar months of employment, the employee's name shall be added to the seniority list as of his or her last hiring date.

- (a) When calculating the probationary period, absences of more than five (5) calendar days shall serve to allow the City to

extend the probationary period by the total number of work days missed as a result of such absences.

- (b) **New employees must complete six (6) months in their position to be considered for promotion and transfer within their own division or work section.**
- (c) **New employees must complete 12 months of continuous employment before being considered for promotion or transfer outside of their own division or work section unless they are the only qualified candidate and they have completed six (6) months in their position.**

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

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

- (a) If he or she quits, retires or is justifiably discharged.
- (b) If following a layoff for lack of work, he or she fails or refuses to notify the City of the intention to return to work within five (5) regularly scheduled working days after a written notice of such recall is sent by certified mail to the last address on record with the City, or, having notified the City of the intention to return to work, fails to do so within ten (10) regularly scheduled working days after such notice is sent.
- (c) If he or she is absent for two (2) regularly scheduled working days without notifying the immediate supervisor or department head prior to or within such two (2) day period of a justifiable reason for such absence if it was possible for such notice to be given.
- (d) If he or she accepts employment elsewhere while on a leave of absence (without having received prior written permission from the City and the Association) or does not return to work

immediately following the expiration of the leave of absence, unless, in the latter case, he or she presents evidence satisfactory both to the City and the Association that it was impossible to return to work at the expiration of such leave.

- (e) When he or she has been laid off for lack of work for a continuous period of time equal to his or her length of seniority in the collective bargaining unit covered by this Agreement up to a maximum of two (2) years.

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

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

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

- (a) Human Resources shall meet with the Association President and one Association representative to discuss the positions that are being proposed for elimination and the bumping procedure.
- (b) The direct supervisor(s) shall notify the employee(s) within one (1) working day after Association notification. The employee will be afforded the time that day to meet with their Association President to discuss bumping options.
- (c) The employee shall be allowed to review his/her personnel file to

- develop an updated resume. The employee shall meet with Human Resources and, if desired, the Association President within three (3) working days after he/she is notified.
- (d) The displaced employee(s) will inform Human Resources in writing of his/her bumping choice within five (5) working days after being initially notified. This information should remain confidential until Human Resources notifies the potentially affected employee and his/her direct supervisor.
 - (e) Human Resources will notify the direct supervisor of the potentially bumped employee and the Association President of the displaced employee's first bumping choice within one (1) working day after the employee has submitted his/her choice in writing. The potentially bumped employee's supervisor will then notify the employee in this position that same day of the potential bumping.
 - (f) The originally displaced employee will meet with Human Resources, the supervisor, and, if so desired, the Association President within two (2) working days after Human Resources' contact with the potentially new supervisor to discuss the principal duties and the essential qualifications necessary for the position and to be successful in the 35-day training period.
 - (g) If the originally displaced employee appears to possess the qualifications as determined by the potentially new supervisor and Human Resources, the supervisor will schedule testing for the position no more than five (5) working days after this meeting if an established test exists. If the employee is determined by Human Resources and the supervisor to not be qualified, Human Resources will notify the employee within one (1) working day of this meeting as to the reasons why the employee is not qualified.
 - (h) If applicable, Human Resources and the supervisor will administer the established test.
 - (i) If the employee passes the test and/or is determined to be qualified to bump into the position, the supervisor, employee, Human Resources and, if so desired, the Association President, will meet to discuss the 35-day training plan.
 - (j) If the potentially affected Association member is displaced as a result of this bumping process, Human Resources shall notify the Association President and commence the bumping process for this employee beginning at Step (b).
 - (k) Displaced employees shall be given first opportunity, regardless of seniority, to return to their original job if the job becomes available again within one hundred eighty (180) calendar days, or if it is reinstated in the following budget year.

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

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

- (a) If it is necessary to eliminate a job classification or reduce the number of occupants of a job classification in a department in other than a general City-wide layoff situation, probationary employees in the affected classification shall first be returned to their former job classification and thereafter, employees will be displaced from the job classification in the department in accordance with the procedures outlined above. The Association shall be promptly notified in writing of any such proposed reduction or eliminations.
- (b) In the case of a layoff as provided in this section, the Association's grievance chairperson and the Association's President shall have top seniority in the collective bargaining unit covered by this Agreement. It is understood and agreed that this provision shall not apply until such time as the affected employee's regular seniority in the collective bargaining unit covered by this Agreement shall subject him or her to layoff and then only if the employee has the ability after a break-in or training period of not to exceed thirty-five (35) regularly scheduled working days, to satisfactorily perform the principal duties and responsibilities of the available job.

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

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

Section 7 - Filling Vacancies. When it is necessary to fill a new, regular (full-time or part time) vacancy, notice of such vacancy along with a statement of any special qualifications required for the performance of the job, shall be posted on the appropriate bulletin boards referred to in Section 2 of Article XVII of this Agreement for a period of five (5) regularly scheduled working days, during which time employees may bid for such job or vacancy by presenting to the Human Resources Office a written, signed notification of their desire to so bid. From among those employees who bid therefore, the job or vacancy shall be filled on the basis of ability, and seniority. If an employee, upon returning from vacation, discovers a vacancy has been posted during the previous **fourteen (14) calendar** days, said employee may, on the day of his or her return to work, send a bid letter to the Human Resources/Labor Relations Director who will ensure that the interviewing supervisor receives said bid for employee selection consideration.

- (a) The bidding employee within the bargaining unit who is able to perform the job, who has the required qualifications as listed in the current job description and has had the most appropriate experience or training, who has satisfactory work habits and who appears to have the ability to satisfactorily perform the work involved shall be awarded the job. In determining whether an employee appears to have the prerequisite requirements, reference will be made to such employee's Human Resources personnel file and documented work history and experience in the area of the posted job requirements and whether the job applicant is capable of satisfactorily passing a test **if applicable, designed to reveal the essential knowledge and ability necessary to perform the job duties involved.**
- (b) Disciplinary action will not be considered for the purposes of promotion and bidding unless it was issued within the past two (2) years or if it was a violation of any item under Section I of the Guidelines for Acceptable Personal Conduct (Appendix B).
- (c) When all of the requirements specified in subsection (a) are satisfied on a relatively equal basis among the top applicants, preference shall first be given based upon seniority. Exception shall be made when a downward or lateral bid is from an employee whose job is being eliminated or who is being displaced from his or her job classification. Bids from such individuals will be given preference over other bidders if they satisfy the minimum requirements for the position.
- (d) If there are no bidding employees who possess the requirements specified in subsection (a) above, then the vacancy may be filled by hiring new employees, provided that the new employee passes the same test referenced in paragraph (a) above.

- (e) It is the policy of the City of Kalamazoo that in the workplace no City employee shall directly or indirectly supervise a spouse, parent, child, brother, or sister. Any employee who is directly or indirectly supervised by a spouse, parent, child, brother, or sister as of the effective date of this policy (May 16, 1994) may remain in his or her current position.
- (f) In the event that a relationship as defined in subsection (e) above is created within the same department, then one (1) of said employees shall, within thirty (30) calendar days, move to a position outside of said department or an exception shall be granted by the City Manager. Failure to fully comply with this provision shall result in the immediate termination of one or both employees at the sole discretion of the City. The provisions of this subsection and subsection (e) above shall be construed as being amended to automatically adopt any less stringent requirements which may be contained in an ordinance or policy adopted by the City.
- (g) If a vacancy occurs and the City determines that the position need not be posted or filled immediately, it will so advise the Association in writing within forty-five (45) **calendar** days of the date the position became vacant and schedule a special meeting with the Association to discuss the position **and provide in writing reason(s) for not filling the position and how the duties will be distributed.**
- (h) Employees who failed a test for a posted position shall be allowed to re-take the test if the position is re-posted or remains unfilled for one hundred and twenty (120) days. Tests that measure speed and accuracy for word processing or data entry can be re-taken after thirty (30) days. This paragraph only applies to positions vacated after December 31, 2001.
- (i) If a position has been posted and remains vacant for one hundred and twenty (120) **calendar** days, **the City will update the Association in writing on the status of the position by the 130th calendar day. If the City determines that the position need not be posted or filled immediately, the City will provide the Association, in writing, the reason(s) for not filling the position and how the duties will be distributed. When the City determines that the position shall be filled, the position shall be reposted.**

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

- (a) Any employee awarded a job under Section 7 above shall not be awarded another job under said Section during the next succeeding six (6) months, unless the job is a higher level position within the employee's own (current) department, or this prohibition is waived by the employee's current and prospective Department Heads. However, if an employee is the only qualified applicant, he or she shall be considered for award of a promotion before hiring from the outside.
- (b) Any employee who is removed from a job classification which he or she bid into or which he or she has transferred into because of the inability to perform the requirements thereof, as above provided, shall be ineligible to bid or transfer to another job during the six (6) month period following the date of the setback.
- (c) **When an employee is awarded a job under the provisions set forth in Section 7 of this Article, he or she shall be provided a training plan within the first five (5) working days of the start of their position specifying the topics to be covered, the estimated length of time for the training plan and the proposed trainer(s).**

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

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

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

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

ARTICLE VII - LEAVES OF ABSENCE

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

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

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

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

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

Section 4 - Regular Military Leave. A full time employee who enters the military service by draft, enlistment, or as described in Section 3 above shall be granted a leave of absence for that purpose and at the conclusion of such leave of absence shall be reinstated in accordance with all applicable provisions of the Uniformed Services Employment and Re-employment Rights Act and any other applicable laws and amendments then effective.

Section 5 - Jury Duty. An employee who has completed six (6) months of continuous service since his or her last hiring date and who is summoned and reports for jury duty, as prescribed by applicable law, for each day on which he or she performs jury duty and on which he or she otherwise would have been scheduled to work for the City shall be paid the difference between what he or she receives from the Court as daily jury duty fees and what he or she would have earned from employment with the City on that day. The City's obligation to pay an employee for jury duty as provided herein is limited to a maximum of sixty (60) days in any calendar year. In order to receive the payment referred to above, an employee must give the department head prior notice that he or she claims such payment. The provisions of this section are not applicable to an employee who, without being summoned, volunteers for jury duty.

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

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

- (a) Paid critical illness leave shall be available when a critical illness threatens the life of the employee’s then current spouse, the employee’s child or parent, or a person for whom the employee is the legal guardian. Such paid emergency leave shall be granted for the amount of time reasonably necessary up to a maximum of three (3) regularly scheduled working days at any one (1) time.
- (b) Paid bereavement leave for the death of a member of an employee's immediate family shall be available for hours necessarily lost from scheduled work in the event of the death of the employee's then current spouse, the employee's child or a person for whom the employee is a legal guardian, parent, brother, sister, grandchild, grandparent, grandparents-in-law, mother-in-law, father-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, stepparent and step-child (provided they resided in a parental relationship for at least six (6) months). Relatives other than those herein designated shall not be considered members of the immediate family for the purpose of this subsection. Paid bereavement leaves under this subsection may be allowed for up to three (3) consecutive regularly scheduled working days if the service subsequent to such death occurs within a radius of three hundred (300) miles of Kalamazoo, or up to five (5) consecutively regularly scheduled working days if the service subsequent to such death occurs beyond three hundred (300) miles from Kalamazoo. The employee will not be required to attend a formal funeral service to be eligible for bereavement leave pay, but management may request verification in cases where the employee must travel over 300 miles. Time off under this section must be used within 30 calendar days of the death unless otherwise approved by the department director.
- (c) In order to be eligible for such paid leave, an employee must notify his or her immediate supervisor as soon as practicable after becoming aware of the need for the leave.

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

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

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

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

ARTICLE VIII - HOURS OF WORK

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

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

Section 2 - Work Week. For the purpose of this Agreement, the week shall begin at midnight Sunday night and the day shall be a calendar day. However, any shift that starts work prior to midnight and continues until after midnight shall be considered as having been worked in its entirety on the day on which the shift started.

Section 3 - Shifts. For those operations scheduled for day shift operations only, the normal starting hours shall be at 7:30 a.m., 8:00 a.m., or as specified by the Department Head or designee and shall continue for the employee's regularly scheduled workday, excluding a one (1) hour or one-half (1/2) hour unpaid lunch period at or near the midpoint of the shift, at the discretion of the supervisor.

- (a) It is understood and agreed that of necessity the working hours for some positions will vary from the normal schedule. Prior to a work schedule being permanently (more than thirty (30) days) changed, the City shall give written notice to the Association and, if requested within fourteen (14) calendar days, meet with the Association to discuss the necessity for the shift change.
- (b) From Memorial Day up to Labor Day each department may schedule all or a portion of its employees to work a "Summer Hours Schedule" with the written approval of the Human Resources Department, provided that such schedule does not alter the current level of service being rendered by the department and that the normal office hours of the department acceptable to the City are maintained.

Section 4 - Break Periods. Employees shall be entitled to a fifteen (15) minute break period at or near the midpoint of the first half of their shift and a fifteen (15) minute break period at or near the midpoint of the second half of their shift. It is understood and agreed that the timing of the break period may vary depending upon the nature of the work being

performed by the employee at the time, it being recognized that under certain conditions it will be impossible for employees to take a break period until the urgent aspect of the job then being performed has been completed. The break period may not be used to cover an employee's late arrival to work.

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

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

In lieu of monetary overtime compensation, an employee may elect to take compensatory time off (comp time) at a rate of 1 and one-half hours for each hour of overtime worked. The election for Comp Time by the employee must be approved by the employee's supervisor and declared when the overtime is assigned. Comp time hours may not exceed 40 regular hours (60 at time and one-half) for any employee at any given time. Use of comp time must be approved by the supervisor. Comp time banks shall be paid out at the employee's current rate of pay upon termination of employment or when an employee transfers or promotes to another position.

- (a) After agreeing to work overtime, or after being required to work overtime as provided in subsection (c), an employee who fails to work such overtime hours without permission of the City shall be subject to disciplinary action. In addition, the City may replace such employee with any other bargaining unit or non-bargaining unit employee for such overtime period.
- (b) The City will endeavor to equalize the opportunity to work overtime among the employees within the job classification where the work occurs who are capable of satisfactorily performing the required work. Such endeavor shall include the posting and maintaining of a list in each department showing the number of overtime hours worked and the dates on which they were worked for each employee in that department. For the sole purpose of maintaining this list, overtime refused by an employee and overtime an employee fails to work after agreeing or being required to work, shall be considered as time worked.

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

ARTICLE IX - WAGES

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

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

- (a) The City agrees to provide the Association with a copy of all such current position descriptions upon request and all such new and revised position descriptions immediately upon their issuance.
- (b) Within thirty (30) calendar days following the Association's receipt of a new or revised position description, the City agrees, if so requested by the Association President in writing, to meet and confer with appropriate Association representatives, not to exceed three (3) in number, for the purpose of discussing any alleged inaccuracies in such descriptions.
- (c) The final judgment as to the content of the position descriptions shall rest solely with the City.

Section 3 - Request for Reclassification Study. Employees shall have the right to request a study of the pay group classification of their then current position; provided that such request is filed in writing with the Human Resources/Labor Relations Director or designated representative, and provided further that the City shall, in its sole judgment, decide whether such study will be conducted based upon the desirability and necessity therefor.

- (a) Should such study not be undertaken, the Association and the employee who filed the request will be informed **in writing** as to the reasons by the Human Resources/Labor Relations Director or designated representative.
- (b) Should such study be undertaken and result in no change or a downward change in pay group classification, the Association and the employee who filed the request will be informed **in writing** as to reasons by the Human

Resources/Labor Relations Director or designated representative.

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

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

Section 6 - Overtime Computations. For those employees who have been specifically authorized by their department head or his or her designee to work overtime, time and one-half their regular rate of pay shall be paid for all work performed in excess of eight (8) hours per day or forty (40) hours per week, whichever results in the greater amount of pay.

- (a) In order for an employee to be entitled to pay for time worked in excess of eight (8) hours per day or forty (40) hours per week, such employee must be authorized to work such overtime by the department head or his/her designee prior to each instance in which such work is performed.
- (b) For the purpose of determining the point at which time and one-half shall be paid for work performed in excess of forty (40) hours in a work week, any day occurring prior to forty (40) hours in the work week for which the employee received pay (namely, paid vacation, paid holiday or paid sick leave) although unworked shall be counted as time worked to the extent of the number of hours of pay received by the employee for such day.
- (c) If special training is required by State or federal law and/or when an outside trainer is hired by the City to conduct scheduled training, and it is necessary to have certain off duty employees attend the training, for those employees the overtime shall be mandatory when the City gives said employees five (5) days notice of such scheduled training.

Section 7 - Minimum Increase on Promotions. When, through the bidding procedure, an employee is promoted to a job for which the maximum of the rate range is greater than the maximum of the rate range for the regular job classification from which he or she bid, such employee, upon being awarded such job, shall be advanced to the nearest pay range step in the job classification for which he or she bid which will result in an increase in his or her salary of not less than **Six Hundred Dollars (\$600.00)** per year, and thereafter shall be governed by the pay range increments set forth for such job in Appendix "A" attached hereto.

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

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

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

Section 10 - Premium Pay for Overtime. An employee who is called in to perform work at a time other than that for which he or she had previously been scheduled shall receive a minimum of three (3) straight time hours of pay or premium pay for the hours

actually worked, whichever is greater. This provision does not apply to employees who were previously scheduled to start work prior to their regular starting time or who may be retained after their regular quitting time nor shall it apply to employees who are called in for periods of less than three (3) hours prior to the start of their shift but who continue to work their regular shift thereafter. However, the City agrees not to shorten the employee's regularly scheduled shift to avoid paying premium pay.

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

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

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

Section 14 - Group Leader. For the period of time during which an employee is designated by the City as being a group leader, he or she shall receive a premium of **one dollar thirty-five cents (\$1.35)** per hour, which shall be added to his or her base hourly rate. It is understood and agreed that an employee will not be designated as a group leader unless he or she regularly directs the routine assignment of work among other employees or provides training as described in Section 15. The designation of group leader may be withdrawn at any time by the City when, in its judgment, the employee is no longer performing the responsibilities of a group leader.

Section 15 - Trainer. When Association members are **asked to perform** training duties, **he/she must accept the assignment and** the City shall define the training plan, an estimated length of time and subjects to be covered. Each trainer shall receive a premium of **one dollar thirty-five cents (\$1.35)** per hour, which shall be added to his/her base hourly rate. The designation of trainer may be withdrawn at any time by

the City when in its judgment, the employee is no longer performing the responsibilities of a trainer.

Section 16 - Higher Paid Classification. Employees who are assigned to work in a higher paid classification shall be paid the appropriate rate in that classification beginning immediately.

Section 17 - Translating. Employees who are assigned a temporary task of translating or interpreting a foreign language for the City shall be paid an additional \$2.00 per hour while performing that task. The assignment of translating or interpreting shall be at the discretion of the Division Head and any Association member employed in a position that is classified at a higher rate of pay due to the requirement of translating and interpreting as part of the job description shall not qualify for the \$2.00 premium.

Section 18 - Employee Pay. The City pays employees by direct deposit to a financial institution of the employee's choice, but an employee without an account in a financial institution that accepts direct deposits or an employee who does not want to utilize direct deposit will be paid by check. Employees utilizing direct deposit will be required to provide the City with a written authorization specifying the financial institution and account to which their pay is to be deposited. This direct deposit authorization will remain in effect until withdrawn or modified in accordance with the City's direct deposit enrollment procedures as the same may be changed from time to time. Employees without a direct deposit authorization in effect will be paid by check. Employees are not normally permitted to change the selected method of payment more than one time each calendar year.

ARTICLE X - PENSION

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

- (a) Effective January 1, 2001, the employee's pension contribution is 1%.
- (b) The employee's mandatory contribution of 1% shall be made to a deferred compensation program chosen by the employer. The employee may contribute additional monies to deferred compensation with the City contributing .5% for every 1% contributed by the employee up to a maximum contribution by the City of 1%. The employer match only applies after the full employee contribution has been made.
- (c) The "multiplier" factor for KMEA employees shall be 2.1%

effective January 1, 2008.

- (d) If the City's actuary determines that City contributions on behalf of the KMEA bargaining unit are again needed, employees will be required to increase their 1% contribution to cover half of the total increase, up to a maximum employee contribution of 2%, the first .5% coming from the employee's deferred compensation contribution. This would decrease the employee's deferred compensation contribution from 1.0% to .5%.
- (e) Employees retiring from the City during the term of this Agreement will qualify for a 1.5% post retirement adjustment (PRA), compounded annually and will be implemented January 1 each year commencing one (1) year after employee retires at any time after age 63, or upon the retiree's 64th birthday if he/she retires prior to age 63. The first year of eligibility will be prorated. The PRA applies to all forms of retirement (as defined per the City of Kalamazoo pension ordinance) except deferred retirements (as defined in the pension ordinance 2-239).
- (f) Effective January 1, 2002 the PRA described above shall increase from 1.5% to 2.0 % when the retiree reaches age 75.
- (g) Effective upon ratification, pension credit for part time employees will be prorated; any current part time employees will be grand parented.
- (h) Effective January 1, 2002 employee's years required for vesting is reduced from 9 years to 8 years. **Employees hired after January 1, 2009 will require 10 years of service for vesting.**

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

- (a) Each employee shall be provided with an annual report setting forth the total amount of the employee's contributions to the pension program including interest.
- (b) KMEA employees have been qualified for eligibility under Section 414H-2 of the Internal Revenue Code.
- (c) Effective upon Association ratification of this agreement and City Commission approval, the City will provide the same medical coverage as active employees including the prescription drug benefit for the retiree and the retiree's spouse when an Association member retires at age 57 with 25 years of service or between the ages of 60 and 65 to the date of Medicare eligibility. At Medicare eligibility both the retiree and spouse shall be provided the health care coverage as a supplemental plan to Medicare parts A and B, including the prescription drug benefit. At the time of the retiree's

(d) death, the retiree's surviving spouse will have continuing coverage for a period of twelve (12) months. Beyond that time period, the spouse may continue group insurance totally at his or her expense. When an employee retires before age 57 the City will provide the same medical insurance outlined above for the retiree only (not for the retiree's spouse). All persons (retirees and spouses) eligible for insurance under this section will pay the same amounts and increases as the active employees, with a maximum monthly payment of 50% over the amount paid in the last month of active employment.

(e) Employees hired after 6/1/09 will not be eligible for the City's health insurance plan in retirement. Employees hired after 6/1/09 will be enrolled in a Retirement Health Care Savings Program. The City will contribute \$75 per bi-weekly pay period (\$1,950 per year) to the account pre-tax. The vesting schedule shall occur as follows:

Minimum 15 years service with the City of Kalamazoo

15 years = 60% of employer portion

16 years = 64% of employer portion

17 years = 68% of employer portion

Each additional year worked the employee will be eligible to access an additional 4%.

25 years = 100% of employer portion

KMEA employees must be able to eligible to draw a pension benefit to qualify for the employer's portion. Employees hired after 6/1/09 may contribute pre-tax and post-tax to the account with 100% immediate vesting. Active KMEA employees hired prior to 6/1/09 may participate in the plan on a post-tax basis, but contributions shall not be made by the City. KMEA employees may also contribute to the plan all or a part of their 50% sick leave payout upon retirement.

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

ARTICLE XI - LONGEVITY PAY

Section 1 - Payment Computation. Employees who, during the calendar year, complete six (6) or more years of continuous service with the City, and who, as of the date of payment thereof in such year are still employed by the City, shall qualify for a lump sum longevity payment in December of that year which shall be computed on the basis of Thirty Dollars and no/100 (\$30.00) for each full year of continuous service completed during the year in which the payment is made, up to a maximum payment of Seven Hundred Eighty Dollars and no/100 (\$780.00).

- (a) Employees who have qualified for longevity pay shall upon retirement, receive a pro rata share of their annual longevity pay as of the effective date of retirement for the year in which they retire. The pro rata share shall be equal to the fraction of the year during which they were employed prior to retirement.
- (b) Payment to the beneficiary of a deceased qualified employee of a pro rata share of his or her longevity pay for the year in which the death occurred shall be made on the same basis as payment to a retired employee.

ARTICLE XII - HOLIDAYS

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

(a) To qualify for holiday pay as specified in Section 1 above, an employee must have worked all of the scheduled hours on his or her last regularly scheduled work day before and his or her next regularly scheduled work day following such holiday, or on the day the holiday is celebrated if scheduled to work on that day: [1] unless such day or days occur during regularly scheduled vacation, [2] unless the absence on such day or days is due to an illness or injury paid under the sick leave program, the start of which absence occurred within the fourteen (14) calendar days immediately preceding such holiday, or [3] unless the absence on such day or days is due to the death of his or her current spouse, his or her parent or child, which death occurred within the seven (7) calendar days immediately preceding such holiday.

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

ARTICLE XIII - VACATIONS

Section 1 - Accrual.

- (a) Employees who, as of December 31, 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 and vacation pay calculated on the basis of eighty (80) hours of paid vacation for a full year's service.
- (b) Employees who, as of December 31, have completed one (1) or more years of continuous employment since their last hiring date shall be credited with paid vacation according to the schedule listed below:

<u>Years of Continuous Employment</u> (as of December 31)	<u>Vacation</u> <u>Accrual</u>
At least One (1) and less than Five (5)	80 Hours
At least Five (5) and less than Eleven (11)	120 Hours
At least Eleven (11) and less than Twelve (12)	128 Hours
At least Twelve (12) and less than Thirteen (13)	136 Hours
At least Thirteen (13) and less than Fourteen (14)	144 Hours
At least Fourteen (14) and less than Fifteen (15)	152 Hours
At least Fifteen (15) and less than Sixteen (16)	160 Hours
At least Sixteen (16) and less than Seventeen (17)	168 Hours
At least Seventeen (17) and less than Eighteen (18)	176 Hours
At least Eighteen (18) and less than Nineteen (19)	184 Hours
At least Nineteen (19) and less than Twenty (20)	192 Hours
Twenty (20) years or more	200 Hours

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

Section 3 - Approval. Employees may take their vacations at any time between December 31 in the calendar year in which the vacation has been earned and December

31 of the following year provided they have made advance arrangements with their department heads and in the judgment of the department heads can be spared from their work at the time requested. Vacation paychecks shall be delivered to eligible employees on their last day worked prior to the start of their vacation provided they make written request therefore to the Accounting Division at least fifteen (15) calendar days in advance of the start of such vacation.

- (a) The department heads shall determine the number of employees who can be excused from their departments for vacation purposes at any one time.
- (b) **Employees may carry over up to sixteen (16) hours of vacation time from year to year. Any additional hours must be by the consent of the employee's department head and the Human Resources/Labor Relations Director, but will normally only be approved in cases where business necessity prohibited the use of vacation time, or when an employee has been off work due to an injury compensable under the Worker's Compensation Act.**

Section 4 - Accrued Vacation Leave. If an employee who is otherwise eligible for vacation with pay quits, is discharged, retires, or dies on or after December 31 of any calendar year upon which he or she qualifies for such vacation with pay without having received the same, such employee or beneficiary will receive, along with the final paycheck, the vacation pay for which he or she qualified as of such December 31. Additionally, if an employee quits, is discharged, retires, or dies prior to the December 31 upon which he or she would have qualified for paid vacation time off, he or she or the beneficiary will be entitled to a pro rata share (as of the date of termination or death) of the vacation pay for which he or she would have qualified on such following December 31.

ARTICLE XIV - INSURANCE

Section 1 - Life and Health Benefits.

The City agrees, for the life of this Agreement, to provide group insurance benefits for regular full time employees as follows:

- (a) The City will provide the Community Blue PPO Plan, or an equivalent PPO plan through another insurance carrier authorized to conduct business in the State of Michigan. Such insurance shall be available to active regular, full time employees and their dependents under age nineteen (19) after completion of their probationary period if the employee authorizes the payroll deduction for their portion of the premium, beginning with the month following the employee's probation period. The following table represents highlights of the plan, but details and modifiers of

the coverage are in the plan document, which is available from the Human Resources Department.

	In Network	Out of Network
Rx co-pay	\$10/\$15/\$20	25% of the approved amount for the drug minus applicable co-pay of \$10/\$15/\$20
Office Visit	\$25.00	60% after deductible
Preventive Care	100%	None
Other Coverage* (after deductible)	2009 - 80%/ 20% 2010 - 80%/ 20% 2011 - 80%/ 20%	60% / 40%
*Effective Jan. 1 each year		
Deductible	\$100 Single \$200 Family	\$1,000 Single \$2,000 Family
Maximum out of pocket	\$1,000 Single \$2,000 Family	\$3,000 Single \$6,000 Family

(b) Effective January 1, 2009 the employees in the bargaining unit who are eligible for health insurance will pay:

	Single	Double	Family
Effective 6/1/09	\$46.00	\$103.00	\$123.00
Effective 1/1/10	\$50.00	\$113.00	\$135.00
Effective 1/1/11	\$55.00	\$124.00	\$148.00

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

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

(d) The City will pay the entire premium for a Delta Dental Insurance Plan for each employee or employees and their dependents, including an orthodontic rider effective August 1, 1986, providing for fifty percent (50%) coverage for children of employees, with a lifetime maximum of One Thousand Dollars (\$1,000.00) per child effective January 1, 1996.

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

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

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

Section 3 - Waiver. Employees who at the date of execution of this Agreement have either two party or family BCBS, KHP, or BCN coverage and who are covered under their spouses' medical insurance may, by execution of the waiver of health insurance coverage form, elect an annual payment of \$1,250.00 in lieu of health insurance, in accordance with the terms on the waiver form. **Effective January 1, 2009, the annual payment shall increase from \$1250.00 to \$1750.00.**

ARTICLE XV - PAID SICK LEAVE

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

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

Section 2 - Accumulation. Starting with the month in which this agreement is ratified, regular full-time employees shall accumulate paid sick leave credits on the basis of eight (8) hours of paid sick leave for each month of continuous service. Regular part-time employees shall accumulate paid sick leave credits on a pro-rata basis by determining the relationship between the normal hours they work per week and the normal forty (40) hour workweek. Notwithstanding the above, employees hired on or after January 1, 1978, shall not accumulate paid sick leave credits until they have completed three (3) months of continuous service.

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

(b) Unused paid sick leave credits may be accumulated from year to year.

Section 3 - Qualification. In order to qualify for sick leave payments, the employee must report to the department head or immediate supervisor not later than such employee's normal starting time on each day of such absence regardless of duration, unless the circumstances surrounding the absence made such reporting impossible, in which event such reporting must be made as soon thereafter as is possible. The City may make exceptions in specific cases to the requirement of reporting on each day of a continuing absence referred to above. All absences for which sick leave pay is desired, regardless of the length of the duration of such absences, require the submission and approval of a "Report of Absence from Duty" form which shall state the reason for such absence, be signed by the employee involved and approved by the employee's department head before payment is made.

(a) In the event:

- (i) of an absence of more than three (3) consecutive regularly scheduled working days, or
- (ii) an employee has more than three (3) occasions of sick leave in the preceding six (6) month period not documented by a Physician's Statement form as described, or
- (iii) an employee has used forty (40) or more hours of sick leave during the preceding six months not documented by a Physician's Statement form as described below, or
- (iv) the City has reason to believe an employee is misusing paid sick leave,

the Physician's Statement form, must also be signed by the physician who attended the employee unless under subsection (b) such signature is not required. If the Physician's Statement form is required, it must state the cause for such absence, confirm the necessity therefor and, before the employee resumes normal duties, must state that the employee is physically able to return to and perform the job duties. The Physician's Statement form will be required for each occasion of absence due to illness for a period of six (6) months following the warning letter issued to employees who have more than three (3) occasions of such leave in the preceding six (6) month period.

- (b) The department head may waive the requirements of the physician's signature in subsection (a) above provided the department head or the employee's immediate supervisor has knowledge that the employee was ill to the degree that absence was required and that the attendance of a physician was not necessary. In such event, the department head shall sign the Physician's Statement form in the space provided for the physician's signature.
- (c) An employee who makes a false claim for paid sick leave or who falsely calls in sick or in some other manner indicates or causes to have indicated a false illness or inability to work shall be subject to disciplinary action or dismissal, depending upon the circumstances involved.

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

- (a) When an employee's absence from work is due to a non-industrially incurred illness, injury or pregnancy, provided such disability was not attributable to causes stemming from employment or work in the service of another employer or while acting in the capacity of a private contractor.
- (b) For the first twenty-six (26) weeks that an employee receives disability benefits pursuant to the Workers' Disability Compensation Act, he or she shall receive the difference between the amount of daily benefit to which he or she is entitled under such Act and the amount of daily net pay the employee would have received in his or her own job classification, had the employee worked, but not to exceed the total equivalent of what would have been received in daily net pay on an eight (8) hour per day basis.
- (c) When the twenty-six (26) week period in paragraph (b) expires, he or she shall be entitled to use unused paid sick leave credits to make up the difference between the amount of daily benefit to which he or she is entitled under such Act and the amount of net pay he or she would have received in his or her own job classification had the employee worked, but not to exceed the total equivalent of what he or she would have received in daily net pay on an eight (8) hour per day basis.

Section 5 - Usage. Association members who as of December 31st of the preceding year have accumulated at least forty (40) sick leave hours may apply to their immediate

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

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

- (a) Whenever sick leave payments are made under this Article, the amount of such payments shall be deducted from the employee's accumulated unused bank of paid sick leave credits.
- (b) The usage of sick leave pay under this Article shall be deducted to the nearest **half-hour (30 minutes)**.

Section 7 - Pay for Unused Sick Leave. If and when an employee quits or is discharged from his or her employment, any unused accumulation of paid sick leave shall be canceled. When an employee retires under the City's retirement program or dies while an employee of the City, he or she or the designated beneficiary (whichever is applicable) shall be entitled to be paid one-half (1/2) of his or her accumulated unused paid sick leave as of the date of retirement or death. If an employee who has quit, retired or been discharged from employment is subsequently rehired, such employee shall, as any other new employee, accumulate paid sick leave credits as set forth in Section 2 of this Article.

ARTICLE XVI - STANDBY PAY

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

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

The standby pay shall be made a part of the regular bi-weekly check. It is understood and agreed that standby pay will be paid in addition to pay for time actually worked as a result of being called in only for those persons actually assigned to standby and all work performed as a result of a call-in shall be paid at one and one-half (1 1/2) an employee's regular rate. Hours worked as a result of being called in from standby shall be included in the equalizing of overtime hours per employee.

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

Section 3 - Pagers. Employees on standby shall be provided with pagers so they can respond in a timely fashion to the service needs of their department. It is understood that employees on standby will remain within the range of the pager or, if temporarily out of range, provide the City with a phone number where they can be reached.

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

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

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

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

ARTICLE XVII - GENERAL

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

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

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

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

Section 5 - Bi-Weekly Pay. Employees shall be paid on Wednesdays on a bi-weekly basis. The following provision shall be effective only during 1980, thereafter employees will be paid on an hourly basis:

- (a) During 1981, all "old timer" employees (those who do not have a forty (40) hour holdback in pay) establish a forty (40) hour holdback. Upon termination, the forty (40) hour holdback will be paid at the rate then in effect.

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

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

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

Section 9 - Parking. "Downtown" employees shall receive Thirty- Five Dollars (\$35.00) per month towards parking expenses, paid quarterly for the preceding three month period. The City's obligation to pay the parking allowance to employees shall continue as long as the City is not capable of providing parking space for downtown employees. If an employee is found to have three (3) parking tickets outstanding, the parking stipend may be withheld until parking fines are paid.

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

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

Section 12 - Uniforms. The City agrees to maintain its current practice with respect to uniforms provided to Association members as required by the appropriate Department Head.

ARTICLE XVIII - DURATION

This Agreement shall become effective as of the first (1st) day of January 1, 2009 and shall remain in full force and effect through 12:00 midnight on December 31, 2011 and from year to year thereafter unless either party hereto serves a written notice upon the other at least sixty (60) calendar days prior to the expiration date of this Agreement or sixty (60) calendar days prior to the expiration of any subsequent automatic renewal period of its intention to amend, modify or terminate this Agreement.

DATE SIGNED: _____

KALAMAZOO MUNICIPAL
EMPLOYEES ASSOCIATION

CITY OF KALAMAZOO

Sylvia Pahl
President, KMEA

Kenneth P. Collard
City Manager

Lionell Ford, Sr.
Vice President, KMEA

Jerome Post
HR/Labor Relations Director

Andrew Falkenberg

Jeff Chamberlain

Karen S. Jenkins

Jeanne Doonan

Melois Jones

Denise Siegel

Lee A. Larson

Thomas Skrobola

Tina Parker

Robert Wass

Michael Wetzel