

**AGREEMENT**

**between**

**CITY OF KENTWOOD**

**and**

**KENTWOOD GENERAL EMPLOYEES' ASSOCIATION**

**Effective**

**July 1, 2016 through June 30, 2019**

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## **AGREEMENT**

An AGREEMENT, entered into June 28, 2016, effective July 1, 2016, by and between the City of Kentwood, hereinafter called the "City" or "Employer" and the Kentwood General Employees' Association hereinafter called the "Association" or "Union", as follows:

## **PREAMBLE**

It is the intent and purpose of the City and the Association to work together harmoniously and to maintain a mutual advantageous relationship; and subject to the law and the requirements of public service, relationships can be improved by providing employees with an opportunity for greater participation and formulation and implementation of policies affecting the conditions of their employment.

## **RECOGNITION**

### **1.1 Collective Bargaining Unit**

The City hereby recognizes the Association as the exclusive bargaining representative for the purpose of collective bargaining with respect to wages, hours of employment and other conditions of employment for all employees in the following described bargaining unit: All full-time employees of the City of Kentwood BUT EXCLUDING all Police and Fire Department employees recognized in another collective bargaining unit, confidential positions, department heads, supervisors, elected officials, positions identified as exempt from the Fair Labor Standards Act, ARCH program employees, and all part-time, temporary, and seasonal employees.

## **REPRESENTATION**

### **2.1 Committee Membership**

With the exception of the Executive Committee no more than one employee from any division of a department shall be represented among the Association Committees recognized by the City.

### **2.2 Executive Committee**

The City recognizes an Executive Committee comprised of the Association President, Vice President, Secretary and Treasurer who shall represent the Association in all matters not performed by the Association Bargaining or Grievance Committees. The names of the members shall be furnished to the City in writing.

### **2.3 Bargaining Committee**

The City recognizes a bargaining Committee not to exceed four (4) Association members, one of whom shall be the President of the Association. This committee shall represent the Association in meetings with the City for the purpose of collective bargaining. The names of the members shall be furnished to the City in writing. No association member

shall be eligible to serve on the Bargaining Committee until such employee has completed the required probationary period and attained the status of a full-time regular employee. The Association may be represented by counsel.

#### 2.4 Grievance Committee

The City recognizes a Grievance Committee not to exceed four (4) members, one of whom shall be the Vice President of the Association. This Committee shall represent the Association and its membership in grievances with the City. The names of the Committee members shall be furnished to the City in writing.

The Grievance Committee shall have the right to summon any employee from any department which is involved in the grievance as a witness. Prior to such summons the Association will obtain approval from the affected department head who shall not unreasonably withhold granting same. The employee shall return to assigned duties as promptly as possible and shall advise his/her supervisor of the return to duty.

#### 2.5 Time Off

2.5.1 Members of the Executive Committee, Bargaining Committee and/or Grievance Committee as appropriate, shall be granted reasonable time off during working hours to conduct or attend meetings or perform necessary functions specifically relating to matters pertinent to their respective committee as stated in Sections 2.2, 2.3 or 2.4 above.

2.5.2 Any Association member who is contemplating or desires to file a grievance shall be granted reasonable time off during working hours to meet with the Grievance Committee or a representative of the committee for the purpose of discussing such grievance and any follow-up involved in processing said grievance.

2.5.3 Prior to such meetings or functions as stated above, employees shall obtain approval from their respective supervisor or department head who shall not unreasonably withhold granting such a request. The employee shall return to assigned duty as promptly as possible and shall advise his/her supervisor of the return to duty.

#### 2.6 Discipline - Notice to Association

Any employee being disciplined or reprimanded shall have the right, upon request, to have a member of the Grievance Committee present at the time discipline or reprimand is issued. The department head shall discuss the discipline with the employee and the Grievance Committee member upon the request of the disciplined employee. The employee shall receive a copy of any written discipline and shall be notified of all disciplines or reprimands being entered in the employee's personnel file.

## 2.7 Policies and Procedures

2.7.1 The City reserves the right to establish and modify personnel rules and other regulations not inconsistent with the provisions of this Agreement. However, before implementing such rules or regulations the City shall meet with the Association's Executive Committee to discuss such changes. The Association may challenge any rule, regulation, policy or procedure concerning employee conduct, working conditions or related matters as being inconsistent with the provisions of this Agreement by filing a grievance with the City within ten (10) working days after the Association has received written notice of said change. Upon written request by the Association, the time period for filing said grievance may be extended to allow the Association to have a membership meeting, but such period shall not be extended beyond forty-five (45) calendar days. Questions of fact or penalties for violation of any rule shall be subject to the Grievance procedure.

2.7.2 A copy of the current City of Kentwood Employee Handbook is located on the City Intranet site at all times. Approved changes to the Employee Handbook will be posted throughout the appropriate City facilities for a period of thirty (30) days or until incorporated in a published change to the Handbook, whichever is later.

2.7.3 The procedure for corrective action will be to progressively administer:

- Written warning
- 2 day suspension
- 5 day suspension
- Termination

Reasons for corrective action can cover a range of behaviors varying such as excessive tardiness, a lower offense by itself, to falsification of time cards and theft, which could result in immediate termination.

Each incident is individual in nature, but the intent is to follow the progressive steps when appropriate. At any time, in accordance with various factors such as the seriousness of the offense, frequency/repetition of the behavior and/or safety concerns, the degree of the corrective action could elevate to a higher level.

Per section 4.1.2 it is at the discretion of management to decide the level of corrective action per incident in accordance with just cause.

## **ASSOCIATION SECURITY**

### 3.1 Association Membership

Each new employee shall be given a copy of the collective Bargaining Agreement in effect at the time and a copy of the Association's by-laws which shall be provided by the

Association. Employees who neither wish to join, pay dues, nor to continue to remain members of the Association shall not be required to do so as a condition of employment.

### 3.2 Dues Checkoff

3.2.1 During the life of this Agreement, the City agrees to deduct Association membership dues levied uniformly by the Association in accordance with the Constitution and by-laws of the Association from the pay of each employee who authorizes such deduction in writing. This authorization can be revoked at any time by the employee. The deduction of dues shall cover the current pay period for which the dues deduction is made.

3.2.2 The foregoing deduction, uniformly levied, shall be made bi-weekly unless otherwise agreed. The amount deducted by the City, together with the list of employees from whom wage deductions have been made, shall be transmitted to the Treasurer of the Association within a reasonable time after said deductions are made.

3.2.3 The Association agrees to indemnify and save the City harmless against any and all claims, suits or other forms of liability arising out of its deduction from an employee's pay of Association dues or in reliance in any list, notice, certification or authorization furnished under these provisions. The Association assumes full responsibility for the disposition of the deductions so made once they have been sent to the Association.

3.2.4 The City will make available to the Treasurer of the Association the names of all non-probationary employees in the bargaining unit separated from the payroll, recalled or hired, on layoff or approved leave of absence.

## **MANAGEMENT RIGHTS**

### 4.1 Management Rights

4.1.1 The City's governing Body on its own behalf and on behalf of its electors, hereby retains and reserves unto itself and its designated representatives when so delegated by the City Governing Body, all powers, rights, duties and responsibilities conferred upon and vested in it by the laws and Constitution of the State of Michigan and the United States. Except as in this Agreement specifically and expressly provided, the City retains the sole and exclusive right to manage and operate the City in all of its operations and activities. Among the rights of management, included only by way of illustration and not by way of limitation, is the right to determine all matters pertaining to the services to be furnished and the methods, procedures, means, equipment and machines required to provide such service; to establish classifications of work and the number of personnel required; to determine the nature and the number of facilities and departments to be



operated and their location; to direct and control operation; to maintain order and efficiency; to continue and maintain its operations as in the past; to study and use improved methods and equipment, and in all respects to carry out the ordinary and customary functions of management; provided, however, that these rights shall not be exercised in violation of any specific provisions of this Agreement, and only those disputes concerning specific provisions herein shall be subject to arbitration and not those reserved rights of the City not expressly limited by this Agreement.

4.1.2 The City shall also have the right to suspend, discipline or discharge employees for just cause, transfer, layoff and recall personnel; to establish reasonable work rules and to fix and determine penalties for violations of such rules; to establish and change work schedules and hours; to provide and assign relief personnel; to continue and maintain its operations as in the past; provided, however, that these rights shall not be exercised in violation of any specific provision of this Agreement and, as such, they shall be subject to the grievance and arbitration procedure set forth in this Agreement.

4.1.3 The Association hereby agrees that the City retains the sole and exclusive right to establish and administer without limitation, implied or otherwise, all matters not specifically and specifically limited by this Agreement.

## **GRIEVANCE AND ARBITRATION PROCEDURE**

### **5.1 Definition of a Grievance**

For purpose of this Agreement, a grievance shall be defined as a complaint by an employee covered by this Agreement or the Association concerning the application and interpretation of a specific provision or provisions of this Agreement as written.

### **5.2 Grievance Procedure**

All grievances shall be handled in the following manner:

**Step I.** Within ten (10) working days of the occurrence which gives rise to the grievance, the aggrieved employee(s) shall present the grievance in writing to their department head. The written grievance shall name the employee(s) involved, state the facts giving rise to the grievance, identify the provisions of this Agreement by appropriate references and state the contention of the employee(s) with respect to those provisions indicate the relief requested and be signed by the aggrieved employee(s), a member of the Grievance Committee - unless the employee(s) do not desire the member present - and the department head. The department head shall make a decision in writing within ten (10) working days after the meeting. A copy of the decision shall be given to the employee(s) and, if appropriate, the Grievance Committee member.

**Step II.** If no satisfactory settlement is reached in Step I, the written grievance may be submitted to the Mayor within ten (10) working days after receipt of the answer in Step I. The grievance as submitted shall be the subject of a discussion between the aggrieved

employee(s), the Mayor, and a member of the Grievance Committee - unless the employee(s) do not desire the member present - or the Grievance Committee if the grievance is being filed by the Association as a Policy Grievance as stated in Section 5.3. Either side may have other persons present. The meeting shall be within ten (10) working days after the filing of the grievance. The Mayor shall give a written decision within ten (10) working days after such meeting. A copy of the decision shall be given to the employee(s), and if appropriate, the Grievance Committee member or the Grievance Committee. Upon mutual agreement the time periods in this section may be extended.

### 5.3 Policy Grievance

The Association may file a grievance on an alleged violation of the Agreement which concerns the bargaining unit as a whole and such grievance shall be processed initially in accordance with the second step of the Grievance Procedure.

### 5.4 Arbitration Request

The Association may request arbitration of any unresolved grievance which is arbitrable, by giving written notice of its intent to arbitrate within ten (10) working days following receipt of the City's disposition in Step II of the grievance procedure. If the City fails to timely provide a written disposition in Step II, the Association must give written notice of its intent to arbitrate within ten (10) working days from the date the City's Step II disposition was due. The time limits for a request for arbitration may be extended by mutual written agreement. If written notice of intent to arbitrate is not given timely to the City, the grievance shall be considered settled on the basis of the City's last disposition.

### 5.5 Selection of Arbitrator

If a timely request for arbitration is filed by the Association, the parties to this Agreement shall select by mutual agreement one (1) arbitrator who shall decide the matter. If the parties are unable to agree upon an arbitrator, the arbitrator shall be selected by each party alternately striking a name from a panel of arbitrators submitted by the Federal Mediation and Conciliation Service. The remaining name shall serve as the arbitrator, whose fees and expenses shall be shared equally by the Association and the City. Each party shall pay the expenses, wages and any other compensation of its own witnesses and representatives.

### 5.6 Arbitrator's Powers

The arbitrator's powers shall be limited to the application and interpretation of this Agreement as written, and he/she shall be governed at all times wholly by the terms of this Agreement. The arbitrator shall have no power or authority to alter or modify this Agreement in any respect, directly or indirectly, or any authority to hear or determine any dispute involving the exercise of any of the City's inherent rights not specifically limited by the express terms of this Agreement. If the issue of arbitrability is raised, the arbitrator shall only decide the merits of the grievance if arbitrability is affirmatively decided. The arbitrator's decision shall be final and binding upon the Association, the City and employees in the bargaining unit. Any award of the arbitrator shall not be retroactive any earlier than the time the grievance was first submitted in writing. All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned,

less any unemployment compensation or compensation for personal services that the employee may have received from any source during the period in question.

#### 5.7 Time Computation

Saturdays, Sundays and holidays recognized by this Agreement shall not be counted under the time procedures established in the grievance procedure.

#### 5.8 Time Limitations

The time limits established in this grievance procedure shall be followed by the parties hereto. If the Association fails to present a grievance in time or advance it to the next step in a timely manner, it shall be considered to be permanently withdrawn. If the time procedure is not followed by the City, the grievance shall automatically advance to the next step, but excluding arbitration. The time limits established in the grievance procedure may be extended by mutual agreement; provided the extension is reduced to writing and the period of the extension is specified.

#### 5.9 Grievance Resolution

All grievances which are satisfactorily resolved at any step of the grievance procedure, if the grievance has economic implication, must be approved in writing by the City Commission at its next regularly scheduled meeting before they are binding on the City. The time limits set forth in the grievance procedure shall be stayed during the period in which such grievance resolutions are referred to the City Commission under this Section.

#### 5.10 Lost Time

The City agrees to pay for all reasonable time lost by an employee for regularly scheduled working hours while processing a grievance and attendance at special conferences; provided, however, the City reserves the right to revoke this benefit if the privilege is being abused. Lost time shall be compensated at the employee's straight time regular rate of pay.

#### 5.11 Special Conferences

Special conferences for discussions of matters of mutual concern may be scheduled by mutual agreement between the parties at a time mutually agreeable.

#### 5.12 Arbitration After Term of Agreement

Notwithstanding any other provision of this Agreement, the City shall have no obligation to arbitrate any grievance after the expiration of this Agreement; provided, however, that the City shall continue to be obligated to arbitrate grievances arising during the term of this Agreement for which a timely request for arbitration has been filed prior to the expiration of this Agreement.

## **NO STRIKE - NO LOCK-OUT**

### **6.1 Prohibitive Conduct**

6.1.1 The Association acknowledges that the employees covered by this Agreement are sworn to uphold the law and because of prohibition of strikes in Act No. 336, State of Michigan Public Acts of 1947 as amended, and its commitments hereunder, the Association agrees that neither it nor its members will for any reason, directly or indirectly call, sanction or engage in any strike, walkout, slowdown, stay away, limitations of service, boycott of a primary or secondary nature, picketing or any other activities that may disturb, restrict or interfere with the services provided by the Employer and its peaceful operations during the term of this Agreement. The Employer agrees that during the term of this Agreement, it will not lock out any employee covered by this Agreement.

6.1.2 Individual employees or groups of employees who instigate, aid or engage in a work stoppage, slowdown or strike may be disciplined or discharged in the sole discretion of the Employer. It is understood and agreed that the questions as to whether the actions of employees constitute such prescribed activities shall be subject to the grievance procedure.

## **HOURS OF WORK AND OVERTIME**

### **7.1 Workday and Workweek**

A workday shall be defined as a twenty-four (24) hour period commencing from the start of an employee's regularly scheduled shift. The regular workweek shall be forty (40) hours per week. The City is to establish the schedule. An employee's normal workday will be established by the City as follows:

- (a) An employee's normal workday shall consist of eight (8) hours including two 15 minute rest breaks.
- (b) An employee's normal workday may consist of ten (10) hours including breaks, four (4) days a week (4/10). The City reserves the right to make available or to cease a 4/10 operation at any given time in accordance with the ability to set work schedules. An employee's participation must be voluntary. The ability to voluntarily withdraw or continue to participate will occur on no less than a four (4) month basis from onset of a 4/10 period. Any 4/10 schedule would be in effect as it relates to full pay periods of the calendar years during the term of the agreement.

This Section shall not be construed as a guarantee of any number of hours of work or pay per day or per workweek.

## 7.2 Rest Breaks

All employees will receive one rest break not to exceed fifteen (15) minutes for each one-half (1/2) day of work.

## 7.3 Overtime

All employees shall be expected to work amounts of overtime upon request. Overtime, other than of an emergency nature, must have the prior approval of the department head or the department head's designated representative.

## 7.4 Overtime Premium

7.4.1 One and one-half the employee's straight time regular rate of pay shall be paid for all hours worked prior to or after the employee's regularly scheduled shift.

7.4.2 Two times the employee's straight time regular rate of pay shall be paid for all hours worked on Sunday or a recognized holiday listed in Section 10.1 of this agreement.

7.4.3 An employee, in lieu of payment for overtime as provided in subsections 7.4.1 or 7.4.2 above, may receive compensatory time off at the rate of one and one-half (1/2) or two (2) times the employee's straight time regular pay, as appropriate, which will be accumulative and all hours in excess of 60 must be taken within the fiscal year. The City has the right to payout this bank of time at any time with the maximum of once per quarter, up to 20 hours at a time. But at the latest, any compensatory time banks will be paid out at the end of the fiscal year. Prior to taking compensatory time off an employee must have the department head's approval.

7.4.4 An employee's regular straight time rate of pay shall be determined by dividing the employee's annual salary by 2,080 hours.

7.4.5 There shall be no pyramiding or duplication of overtime or call-back pay.

## 7.5 Call-Back Pay

An employee who is called back to work other than the employee's regularly scheduled hours will be guaranteed two (2) hours work or pay, provided such call-back period is not immediately connected to the employee's regular starting or quitting time. An employee who is called back to work will be paid mileage for up to 30 miles each way traveled from the employee's location to the work site

## 7.6 Overtime Standards

Every employee within a classification in a department shall have an equal and impartial opportunity for overtime work subject to the employee's ability to perform the work. Overtime records shall be made available to the Association. Any employee working overtime shall be given as much advance notice as possible prior to working such overtime. No employee shall be required to work more than sixteen (16) consecutive

hours unless the situation is declared an emergency by the Mayor. Any employee working sixteen (16) hours, or more, shall have eight hours off thereafter.

## **SENIORITY**

### **8.1 Seniority Definition**

Seniority shall be defined to mean the length of the employee's continuous service with the City of Kentwood commencing from the last date of hire. The application of seniority shall be limited to the preferences recited in this Agreement.

### **8.2 Probationary Period**

All new employees shall be considered probationary employees for a period of six (6) months, provided however, that such probationary period shall be extended for a period of time equal to the time that an employee is absent from duty due to schooling or personal reasons if such period of absence is greater than fourteen (14) consecutive days. Upon completion of the probationary period, an employee shall be placed on the seniority list and shall have seniority dating from the employee's last date of hire. The Association shall represent probationary employees for the purposes of collective bargaining; however, probationary employees may be laid off or terminated by the City at any time without regard and without recourse to this Agreement.

### **8.3 Seniority List**

The seniority list shall show the names and classifications of all employees in the bargaining unit. The Employer will keep the seniority list up-to-date from time to time and will furnish to the Association an up-to-date list every six (6) months. Employees who are employed on the same date shall be placed on the seniority list in order of the last four digits of their social security numbers (highest number first).

### **8.4 Loss of Seniority**

An employee's seniority with the Employer shall terminate for the following reasons:

- (a) The employee quits or retires.
- (b) The employee is discharged or terminated for just cause.
- (c) The employee is absent for two (2) consecutive working days without properly notifying the City and supplying a satisfactory reason for such absence, unless notification was impossible or unless otherwise excused by the City.
- (d) The employee fails to return to work upon recall or at the specified date at the termination of any leave of absence, unless otherwise excused.

### **8.5 Indefinite Layoff**

When an employee is to be laid off due to a reduction of the work force, the following procedure will be applied:

- (a) The first employee to be laid off shall be the probationary employee in the classification affected. If further layoffs are necessary, the Employer agrees to lay off the employee with the least seniority in the job classification affected; provided, however, the senior employee has the experience and training to perform the required work.
- (b) Whenever practicable, the Employer agrees to give thirty (30) days advance notification of layoff.

#### 8.6 Recall

Recall to work shall be accomplished in the following manner: Employees with the greater seniority in the job classification affected shall be recalled first and thereafter, in the order of the employee's seniority; provided, however, that the recalled employee has the experience and training to perform the required work.

#### 8.7 Transfer from the Bargaining Unit

An employee who transfers to a position within the City not covered by this Agreement shall not accumulate additional seniority during the time that the employee holds the non-bargaining unit position. An employee who returns to the bargaining unit after having transferred to a non-bargaining unit position may be placed in any job classification with a current vacancy or may displace another employee with less seniority in a job classification to which the returned employee was previously assigned to. In the event that the City returns an employee to the bargaining unit, the employee's seniority shall recommence to accumulate as of the date the employee returns to the bargaining unit. The decision whether to return an employee to a bargaining unit position shall be in the sole discretion of the City.

#### 8.8 Job Vacancies/New Positions

In the case of job vacancies which the City intends to fill and new positions within the bargaining unit, the City shall offer employees within the bargaining unit an opportunity to apply for the vacancy or position together with other applicants. All job vacancies and new job openings with the job description and salary range shall be posted on the City's intranet. The City shall consider the applicant's work record, experience, training and ability to perform the work required. In filling these vacancies and new positions, the City shall fill the position with the most acceptable applicant. If an employee applicant is equally qualified with a non-employee applicant, the City shall give the employee applicant the preference.

### **LEAVES OF ABSENCE**

It is understood by the parties that leaves of absence are to be used for the purpose intended, and employees shall make their intent known when applying for such leaves. Employees are subject to discipline, up to and including discharge, for falsifying the reason for a leave of absence or for falsifying any documentation related to such leave.

### 9.1 Seniority Accumulation

Seniority shall continue on all approved leaves of absence unless otherwise specifically provided in one of the leaves of absence sections of this Agreement. Benefits such as vacation leave, paid sick leave, and insurance do not accrue or continue during any leave of absence unless otherwise specifically provided in one of the leaves of absence sections of this Agreement.

### 9.2 Personal Leave

An employee may be granted a personal leave of absence without pay upon approval by the department head and Mayor. A request for a personal leave of absence shall be in writing, stating the reason for such leave and signed by the employee. If such leave exceeds thirty (30) days, then such leave shall be without accumulation of any vacation, sick leave or other fringe benefits. During personal leave of absence in excess of thirty (30) calendar days, the employee shall be responsible for the entire billed insurance premiums. Failure to pay the insurance premiums will result in discontinuance of the employee's coverage in accordance with federal COBRA law. All leaves of absence, including educational leave, not otherwise specially provided herein, shall be considered a personal leave and subject to rules provided herein.

### 9.3 Paid Sick Leave

Employees shall earn and be granted paid sick leave according to the following provisions:

- (a) Sick leave may be used when an employee is too ill or injured to work. Any illness or injury which would not affect the safety of persons or property while performing job duties does not qualify an employee for sick leave. The City reserves the right to require satisfactory proof of the employee's illness or injury.
- (b) Full-time employees shall accumulate sick leave hours at the rate of 3.70 hours per pay period. While working a 4/10 schedule, accrual will remain at 3.70 hours per pay period.
- (c) New hires may not use sick leave during the first six months of employment.
- (d) Maximum accumulation of sick leave shall be 2,400 hours.
- (e) Payment of unused and accumulated sick leave will be paid to any employee who terminates in good standing after five (5) full continuous years of employment or paid to an employee's estate upon death. Termination in good standing shall mean the employee resigned or retired and provided at least a two-week notice to the City, the employee and City reached a mutual agreement for separation of employment, the employee was laid off, the employee was medically unable to return to work following an illness or accident, or death of employee. The sick leave payout shall be calculated as follows: Hours of sick leave multiplied by continuous years of service multiplied by \$0.25. The maximum sick leave hours



allowed for payout is 1,400 hours. (Example payout calculation: Employee retires with 25 years of service and 2,000 hours of sick leave. Payout is \$8,750 [1,400 x 25 x \$0.25])

- (f) Sick leave pay may be paid in quarter (1/4) hour increments. In the event an employee needs to use more sick time than is available, sick leave may be used in lesser increments. For example, an employee's sick leave balance is 6.89 hours and the employee calls in sick for work. The employee may be paid for 6.89 hours of sick leave, thereby using all available sick leave before necessitating use of other types of paid leave, such as vacation, to cover the absence.
- (g) An employee requesting time off to obtain professional medical, dental, or vision care must use paid sick leave or other available paid leave to cover the absence from work. In addition, employees shall be permitted to use accumulated paid sick leave (maximum two (2) hour increments) for pre-scheduled health, dental, and vision appointments of immediate family members who reside in their household. Employees may be required to provide documentation of the appointment as provided under section 9.5 Medical Certifications and Examinations.
- (h) Subject to discretionary approval by the department head or Human Resources Director in their absence, if an emergency crisis occurs due to illness of a member of the employee's immediate family, paid sick leave days may be granted for a period not to exceed five (5) days. Immediate family shall mean the employee's current spouse, children, father, mother, brother, sister, grandparents, father-in-law and mother-in-law.

#### 9.4 Bereavement Leave

A paid leave of absence is available for up to five consecutive work days within the first ten (10) days after the death of an employee's spouse, father, mother, sister, brother, child, step-child, and adopted child for the purposes of assisting in the funeral arrangements, attending the funeral, post funeral functions or arrangements, or grieving such person's death.

A paid leave of absence shall be provided for up to two consecutive work days within the first ten (10) days after the death of an employee's extended family member for the purpose of assisting in funeral arrangements and attending the funeral. Extended family shall include: step-father, step-mother, sister-in-law, brother-in-law, grandchildren, grandparents, mother-in-law, father-in-law, son-in-law, and daughter-in-law.

For the following persons, the employee shall be provided one day off with pay to attend the funeral if it falls on a work day: aunt, uncle, niece, nephew, and spouse's grandparents.

A "work day" as mentioned above means the employee's regularly scheduled shift for eight (8) hours of work. While working on a 4/10 schedule, a day is considered eight (8) hours and the employee may supplement the balance from sick leave.

## 9.5 Medical Certifications and Examinations

9.5.1 Medical certifications will not be required to substantiate sick leave absences unless the City has reason to believe that an employee is abusing sick leave privileges. In that event the employee shall be informed that a medical certificate shall be required which shall set forth the reason for sick leave.

9.5.2 Should an employee furnish a false medical certificate, or fail or refuse to furnish to the City a medical certificate, then such employee may be disciplined up to and including discharge. The City may at any reasonable time require an employee to be examined by a doctor selected by the City at its expense.

## 9.6 Absence - 10 Days

If an employee has been absent from work because of sickness or injury for a period of ten (10) working days or more, such employee shall satisfy the City that the employee is able to perform the duties of work before returning to work. The City may require a medical certificate or at its expense may require such employee to submit to a medical examination by a doctor selected by the City to determine whether that sickness or injury which required the employee to be absent will allow the employee to return to work.

## 9.7 Family and Medical Leave Act

The employer reserves the right to require employees to utilize accrued paid leave time for leaves qualifying under the Federal Family and Medical Leave Act (FMLA).

## 9.8 Workers' Compensation Leave

Employees who are unable to continue to work for the City due to a work-related injury, illness, or disability for which the employee is entitled to receive benefits under the workers' compensation laws of the State of Michigan will be placed on a workers' compensation leave of absence for a period of not more than 12 months, subject to the right of the City to require medical proof. The City may request at any time, as a condition of continuance of a workers' compensation leave of absence, proof of a continuing inability to work. In the event that the City, on the advice of a physician selected by the City, determines that the employee is capable of returning to work, the employee's leave of absence shall immediately end. All employees returning to work from a workers' compensation leave of absence must present a physician's written statement establishing that the employee is physically and mentally able to perform the employee's job. Time spent in an alternate duty assignment will be considered to be a continuation of the workers' compensation leave of absence rather than a return to work for the purpose of calculating the length of the leave.

## 9.9 Payments and Benefits While on Workers' Compensation Leave.

### a) Payments

First Week of Absence: During the first seven calendar days that an employee is off work on a workers' compensation leave, the City will pay the employee for all hours

lost from their regular work schedule. In the event that the employee receives payment from workers' compensation for these days, the amount received by the employee will be returned to the City.

Eighth Day through Twenty-sixth Week of Absence: During the second through twenty-sixth week that an employee is off work on a workers' compensation leave, the City will pay the employee the difference between their regular straight time rate of pay for forty (40) hours and the amount received from workers' compensation. The amount received by the employee from workers' compensation will be returned to the City.

Absence Greater Than Twenty-Six Weeks: During the remainder of the workers' compensation leave after the first twenty-six (26) weeks, the employee must use accrued sick leave, vacation leave, personal leave, and compensatory time to supplement the difference between their regular straight time rate of pay for forty (40) hours and the amount received from workers' compensation.

b) Benefits

Sick and Vacation Leave Accrual: Employees continue to accrue paid sick and vacation leave during the first twenty-six (26) weeks of a workers' compensation leave. After the initial twenty-six (26) week period there shall be no further accrual of sick or vacation leave until the employee is able to return to full duty. Sick and vacation leave will accrue while an employee is working on alternate duty.

City Holidays: Employees continue to receive holiday pay for those holidays that fall during the first twenty-six (26) weeks of a workers' compensation leave. After the initial twenty-six (26) week period of a workers' compensation leave there shall be no further payment of holidays until the employee is able to return to full duty. City holidays will be paid while an employee is working on alternate duty.

Insurance Benefits: During the twelve months of a workers' compensation leave, the City will continue coverage and payment of group health, dental, vision, life and LTD insurance premiums for individuals on the same terms that would exist if they were not on the leave.

Longevity and Payment in Lieu of Health Insurance: During the period of a workers' compensation leave, the employee will be considered to be active for purposes of eligibility for longevity and payment in lieu of health insurance.

## HOLIDAYS

### 10.1 Recognized Holidays

The following holidays shall be recognized by the City and all employees who are not scheduled to work shall receive eight (8) hours of pay at their regular rate. Employees

who work on a holiday shall receive two times their regular rate of pay for all hours worked on such holidays and holiday pay.

New Year's Day  
Good Friday (1/2 day, last 4 hours)  
Memorial Day  
Independence Day  
Labor Day  
Thanksgiving Day  
Day after Thanksgiving  
Christmas Eve  
Christmas Day  
New Year's Eve  
Three (3) Personal Days

While on 4/10's, when a paid holiday falls on an employee's regularly scheduled day off, the employee will be given another day off during that pay period. It will not be paid in lieu of taking the time off. It will be taken as a day for day, not hourly increments.

#### 10.2 Holiday Observance

- If one of the recognized holidays falls on a Saturday, the preceding Friday shall be observed as the holiday. If one of the recognized holidays falls on a Sunday, the following Monday shall be observed as the holiday.
- If two holidays fall on a consecutive Friday and Saturday, the holidays shall be observed on Thursday and Friday. (e.g., Christmas Eve falls on Friday and Christmas Day falls on Saturday. The observed holidays would be Thursday, December 23<sup>rd</sup> and Friday December 24<sup>th</sup>.)
- If two holidays fall consecutively on a Sunday and Monday, the holidays shall be observed on Monday and Tuesday. (e.g., Christmas Eve falls on Sunday and Christmas Day falls on Monday. The observed holidays would be Monday, December 25<sup>th</sup> and Tuesday, December 26<sup>th</sup>.)
- If one of the recognized holidays falls within an employee's approved vacation, his/her vacation shall be extended one (1) additional day, either at the beginning or end of the period requested, at the option of the employee, in accordance with Section 11.1, unless a different arrangement is mutually established. An employee on a leave of absence or a layoff shall not be eligible for holiday pay.

#### 10.3 Vital Services

In no instance shall the vital services of the City be interrupted by reason of observance of any of these holidays.

#### 10.4 Personal Days

10.4.1 Personal Days shall be scheduled in advance with the department head's approval.

10.4.2 New employees will accrue three (3) personal days upon hire, the use of which is limited by the following conditions:

- (a) Use of personal day(s) will not conflict with the work schedule nor with scheduled time off of more senior employees.
- (b) If the limitations expressed above cannot be overcome, the remaining personal day(s) will be lost at the beginning of the next contract year following the employee's date of hire.

10.4.3 Personal days may be taken in minimum of quarter (1/4) hour (15 minute) increments.

## **VACATIONS**

### 11.1 Vacation Benefits

11.1.1 Full-time employees shall accrue vacation leave with pay at their regular pay rate in accordance with the following schedule:

<b>Years of Service</b>	<b>Hours Accrued Per Pay Period</b>	<b>Represented Annual Hours Accrual</b>
0.5 to 3.99	3.08	80
4 to 4.99	3.70	96
5 to 5.99	4.00	104
6 to 6.99	4.31	112
7 to 7.99	4.62	120
8 to 8.99	4.93	128
9 to 9.99	5.24	136
10 to 10.99	5.54	144
11 to 11.99	5.85	152
12 +	6.16	160

Newly hired employees are eligible to use vacation upon completion of six months of work from date of hire. New hires shall receive 80 hours of vacation upon completion of six months of full-time employment.

11.1.2 Vacation hours shall accrue during paid sick leave, bereavement, holidays, vacations, and leave of absence of less than thirty (30) days.

11.1.3 In the event that there are 27 regularly scheduled paychecks in one year, bi-weekly vacation accrual shall accrue for the 27<sup>th</sup> paycheck.

11.1.4 Employees may carry a maximum balance of 320 hours. Any hours accrued past the maximum of 320 hours are forfeited.

## 11.2 Vacation Scheduling

11.2.1 Vacations will be scheduled in minimum of ¼ hour (15 minute) increments by the department head so as to meet the operating requirements of the City and whenever possible, the preference of the employee. Department heads are responsible to insure all departmental employees are aware of all scheduled vacations.

11.2.2 Employees are encouraged to schedule vacations for the calendar year between November 1 and December 31 of the preceding year with their department head. Scheduling conflicts which cannot be reconciled by the employees will be resolved on the basis of seniority.

11.2.3 Vacations scheduled on or after January 1 will be approved on a “first come” basis. If simultaneous requests are received for the same day(s), the conflict will be resolved on the basis of seniority if it cannot be reconciled by the employees. Personal holidays will be approved on the same basis.

11.2.4 Employees must have their previous year’s accrued vacation hours scheduled no later than ninety (90) calendar days prior to their upcoming anniversary date. An employee who fails to meet this scheduling requirement is subject to losing vacation time should any vacation hours exceed the maximum balance of 200 hours. Within the ninety day period prior to the employee’s anniversary date the City will schedule vacation time only if the anticipated work load so permits.

## 11.3 Payment for Accrued Vacation

An employee who terminates in good standing after completion of six months of employment shall be paid all accumulated and unused vacation not to exceed the maximum balance of 200 hours. Termination in good standing shall mean the employee resigned or retired and provided at least a two-week notice to the City, the employee and City reached a mutual agreement for separation of employment, the employee was laid off, the employee was medically unable to return to work following an illness or accident, or death of employee.

# **INSURANCE**

## 12.1 Health Insurance

The Employer will make available a group health insurance plan (“plan”) covering certain hospitalization, surgical, and medical expenses for participating employees and their eligible dependents. Participation in this plan shall be on a voluntary basis for all full-time employees who elect to participate. The plan currently provides the coverage options

outlined in Appendix C. The specific coverage provisions, terms, and conditions are identified in the plan policy issued by the carrier or carriers. The City reserves the right to select the insurance carrier and/or to institute a self-insured program, provided that the benefits available to employees are substantially equivalent or better than the employee's current plan.

#### Eligibility for Health Insurance

Full-time employees are eligible to participate in the plan effective 30 days from date of hire or at a date thereafter that may be established by the insurance carrier or as required under any Federal or State healthcare reform act. Employees electing to participate in the plan must complete the applicable insurance forms within thirty (30) days from the date of eligibility. In the event that two employees are married to each other, only one insurance policy may be purchased and the other spouse will not be eligible for a payment in lieu of health insurance pursuant to the terms described in *Payment in Lieu of Health Insurance* in this section. Employees are eligible to change plans during the City's annual open enrollment period.

#### Payment of Health Insurance Costs

During the term of this Agreement, except as provided in this Section 12.1, the City agrees to pay its portion of the monthly premium for single subscriber, two-person and family coverage for eligible employees who elect to participate in the group health insurance plan as allowed by Federal and State law(s). All employees who are enrolled in the City's group health insurance plan will contribute the employee premium share through payroll deduction (pre-tax) in accordance with the Premium Share Schedule as outlined in Appendix D. In the event that an employee is unable to pay by payroll deduction, the employee must issue payment (after-tax) directly to the City.

#### Payment in Lieu of Health Insurance

Eligible employees who do not need medical coverage through the City and elect not to enroll are eligible for an annual opt out payment of \$3,000. This payment is paid with the last paycheck in June of each year and is prorated based on number of months eligible and not enrolled during the previous fiscal year. Proof of other health insurance coverage is required. When two benefit eligible employees are married and both are covered under a City policy, neither employee is eligible for opt out.

#### 12.2 Termination of Insurance

All insurance premiums shall continue through the month in which an employee is laid off or terminated. Commencing the first month next succeeding, the employee will be offered continuation of coverage in accordance with federal COBRA law.

#### 12.3 Dental Plan

The Employer will make available a group dental insurance plan covering certain dental expenses for participating employees and their eligible dependents. This plan shall be on a voluntary basis for all full-time employees who elect to participate in the plan. The plan provides the coverage outlined in this section. The specific coverage provisions, terms, and conditions are identified in the plan policy issued by the carrier.

Class I Benefits (preventive services) covered 100%  
Class II, III, and IV Benefits covered 80%

The maximum benefits for all Class I, II, and III combined benefits are \$1,200 per covered member per plan year. Class IV (orthodontic) benefits are covered \$1,500 per covered dependent child (up to age 19) per lifetime.

Full-time employees are eligible to participate in the plan effective 30 days from date of hire. Employees electing to participate in the plan must complete the applicable insurance forms within thirty (30) days from the date of eligibility. Employees may also enroll during the City's Annual Open Enrollment period.

#### 12.4 Life Insurance

Commencing the first full month following completion of ninety (90) days of work, a full-time employee shall receive a fully paid term life insurance policy. The amount of the policy will be the same as the employee's annual salary to the next one-thousand dollars (\$1,000). The value of the policy shall be reduced at age 65 in accordance with the policy's Reduction in Age Schedule. The value of each employee's policy will be updated annually on or about July 1<sup>st</sup>. The amount of the policy will be doubled in case of accidental death. Details regarding the plan can be found in the plan policy.

#### 12.5 Long-Term Disability Insurance

Commencing the first full month following completion of ninety (90) days of work, a full-time employee shall receive a fully paid long-term disability insurance plan. The plan will pay benefits at 70% of the employee's compensation commencing 180 days after the employee becomes disabled. Details regarding the plan can be found in the plan policy.

#### 12.6 Retirement Health Savings Plan

Employees shall be automatically enrolled in a Retirement Health Savings (RHS) plan effective 7/1/2016 and upon hire thereafter. Employees are required to contribute five dollars (\$5.00) per regular pay period to their RHS. Contributions to the RHS will be made on a pretax basis as allowable under IRS regulations. Employees hired prior to 7/1/16 shall receive a one-time lump sum contribution to the RHS plan equal to (a) the actuarial present value of the prior benefit identified in the 2013-2016 collective bargaining agreement under Section 12.5 Retiree Health Insurance or (b) \$2,000, whichever is greater. The one-time lump contribution to the RHS plan described in the preceding sentence shall completely satisfy the City's obligations to those Employees who are employed on 7/1/2016, or who become employees after 7/1/2016, under all City retiree health insurance arrangements in effect before 7/1/2016.

### **LONGEVITY**

#### 13.1 Longevity Schedule

Employees will be granted longevity payments in accordance to the scale below:



10 to 14 years of service	\$500
15 to 19 years of service	\$800
20 to 24 years of service	\$1,200
25 + years of service	\$1,500

13.2 Longevity Payments

Longevity payment shall be made in a lump sum at the end of the first payroll period after each employee's anniversary date.

13.3 Proportionate Longevity Payments

Proportionate payments shall be made upon termination of employment, retirement or to the employee's beneficiary in case of death.

**PENSION**

The City shall maintain its pension plan. An information booklet shall be furnished to all employees explaining the retirement system in plain language. The following shall be part of the pension benefits of the employees:

- (a) Effective with the signing of this agreement, the pension benefit for future retiring employees shall be: Normal retirement age will be sixty (60) years of age. The Defined Benefit formula will be Final Average Compensation (highest 5 of the last 10 years), times years of service, times 2.6% multiplier (not to exceed 75%). Employees will contribute 4% of their gross pay to the pension fund.
- (b) Employees hired on or after January 1, 1999 participate in a defined contribution plan. Employees will contribute 4% of their annual compensation in pre-tax dollars and the City will contribute 8% of the employee's annual compensation.
- (c) All details concerning benefits may be found either in the information booklet or in the detailed Retirement Plan.

**WAGES**

15.1 Wage Schedule

All employees subject to the terms of this Agreement shall be classified and shall receive wages in accordance with the terms of this Agreement. Positions identified as belonging to the Collective Bargaining Unit as described in Section 1.1 will be assigned a pay grade as provided in Appendix A. All new employees shall be reviewed prior to the completion of their probationary period and, upon recommendation of the department head and Human Resources Director, may receive up to a five percent (5%) pay increase upon completion of the probationary period. Additional reviews of the employee's performance shall be made each year by the department head prior to the employee's anniversary

date. Upon recommendation of the department head and the Human Resources Director, an employee will advance in the pay range in the assigned classification commencing the first pay period on or after the employee's anniversary date of hire. If the employee does not receive a recommendation for a pay increase from the department head and/or the Human Resources Director, the employee's performance shall be reviewed again within a three (3) month period and the employee's deficiencies in job performance and work record shall be put in writing and specific recommendations set forth as to how to correct such deficiencies.

15.1.1 Employees who are transferred to a different classification at a higher pay range shall receive, at minimum, the higher of a five percent (5%) pay increase or the minimum pay for the new position. The employee will thereafter progress in the pay range with demonstration of increased knowledge, efficiency, and experience in the new classification.

15.1.2 The annual salary provided in Appendix A is for 2,080 hours. Hourly rates shall be determined by dividing the annual salary by 2,080 hours.

15.1.3 The wages shown in Appendix A shall be updated as follows:

Effective July 1, 2016 a 2.25% increase in wages shall commence.

Effective July 1, 2017 a 2% increase in wages shall commence.

Effective July 1, 2018 a 2% increase in wages shall commence.

## 15.2 Temporary Assignments

When an employee performs work for a period of one or more days, in work which normally is performed in the job description of a person in a higher classification and is not normally performed by a person in a lower classification, such employee shall be paid an additional five percent of their current regular hourly rate for the work performed. This section shall only apply if the duties of the employee are the same as the employee temporarily replaced, including in the case of supervision, supervising the same number of positions supervised by the employee temporarily replaced.

15.2.1 If a temporary assignment extends beyond twenty-six consecutive weeks, then, after the twenty-sixth week, the employee will be paid at the job classification pay range which is next above the employee's current regular wage. Thereafter, the employee will progress in accordance with her or his service and experience in the temporary classification.

15.2.2 When the temporary assignment is completed the employee's classification will revert to that of his regular position. If the temporary assignment was so long that the employee's regular anniversary date has passed, then the employee will be moved to the step appropriate to his longevity upon reverting to the regular position.

15.2.3 Employees whose job description includes the task of acting for a supervisor in his absence are not eligible for additional pay when acting in this capacity.

### 15.3 Temporary Positions

If the City establishes or creates a temporary position which is filled by a non-full-time employee or employees for a period of one (1) year, that position shall become a full-time position and must be posted to allow bargaining unit employees the opportunity to apply for such position.

### 15.4 Winter Shift Premium Pay

Department of Public Works employees who, between November 1 and April 1, are assigned to work a shift which is different than their regularly scheduled shift shall receive an additional fifty (50) cents per hour for a normal workday.

### 15.5 Language Incentive Program

In order to recognize those employees that the City calls upon to utilize their specific language skills, an additional compensation will apply:

- (a) The City will select and identify specific languages it believes are important to communicating with the diverse and changing population. These languages will change at the discretion of the City, however, no compensation will be reduced during an incentive period (one (1) fiscal year as defined below) as a result of such change.
- (b) The City will identify a Basic proficiency level, which will be defined by the City in cooperation with language trainers/specialists selected by the City.
- (c) Employees will be tested during a specific period annually for language proficiency by an appropriate methodology and party selected by the City. Employees will pay the cost of this testing, estimated initially not to exceed \$25.00. The City will reimburse the employee of the cost if the employee meets the Basic proficiency level and qualifies for language incentive pay under this program.
- (d) Employees achieving the BASIC proficiency level will be paid \$0.25 per hour worked in the following one-year incentive period of July 1 through June 30.
- (e) Employees receiving incentive pay will be expected to maintain their language skill and to apply it during their daily work as appropriate and upon request of the City.

The City may provide language skill training as it deems appropriate in its sole discretion. Other preparation study for the annual exam and self-study for skill maintenance will not be compensated.

## **MISCELLANEOUS**

### **16.1 Pay Period**

Each employee shall receive her/his paycheck biweekly; however, the employer reserves the right to alter the pay period in order to accommodate accounting practices of the City. No change in pay periods, however, shall diminish the amount due to each employee in any calendar year.

### **16.2 Uniforms**

When uniforms are required by the City, the City shall provide such uniforms and cleaning under the rules for rental, care and use as the City shall direct.

### **16.3 Use of City Facilities**

The Association shall be allowed the reasonable use of City facilities including, but not limited to: Space for meetings, bulletin boards, phone calls, use of various office machines, and city email. If costs are incurred for use of such facilities, the Association shall reimburse the City for the actual costs incurred. City email is subject to FOIA and terms of the City Employee Handbook and any related policies.

### **16.4 Separability**

Any part of this Agreement which shall conflict with applicable State or Federal law now or in the future shall be null and void, but only to the extent of the conflict; all other parts shall continue in full force and effect for the duration of this Agreement. Should any part of this Agreement become null and void due to a conflict with applicable State or Federal law now or in the future, the parties shall, upon notice, meet at a mutually acceptable time and re-negotiate the part or parts so affected.

### **16.5 Waiver**

It is the intent of the parties hereto that the provisions of this Agreement, which supersedes all prior agreements and understandings, oral or written, express or implied, between such parties, shall govern their entire relationship and shall be the sole source of any and all claims which may be asserted in arbitration hereunder or otherwise. The City and the Association, for the life of this Agreement, each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not specially referred to or covered in this Agreement.

### **16.6 Liability Insurance and Indemnification**

The City agrees to provide general liability insurance which will cover employees within the bargaining unit for general liability claims which may arise where the action complained of arose out of and in the course of and within the scope of City employment. The terms and conditions of such insurance shall be provided in the policy. The City also agrees, to the extent permitted by law, to defend any action brought against any employee within the bargaining unit where the action complained of arose out of and in the course

of and within the scope of City Employment. The City may compromise, settle or pay any claim before and after the commencement of any civil action.

16.7 Mandatory On-Call

An employee who is required to be on-call after normal duty hours for a period of seven consecutive days will be paid for an additional eight (8) hours of work at the overtime premium rate. Each seven consecutive day period constitutes a separate event for the purpose of computing the number of hours worked. In the event one of the on-call days falls on a holiday recognized by this agreement, the employee will be paid an additional two (2) hours at the overtime premium rate.

16.8 Americans with Disabilities Act Waiver

Neither the Employer nor the Association shall be held liable for any deprivation of rights suffered by any employee resulting from the Employer's or the Association's compliance efforts, including reasonable accommodation, with the Federal Americans with Disabilities Act (ADA), as amended. This waiver shall apply only to the transfer of a bargaining unit employee with a disability under the ADA, as amended, to a job vacancy or a new position within the bargaining unit, or to a leave of absence under Section 9.2.

16.9 Drug and Alcohol Policy

In recognition of the growing number of instances of people with alcohol or drug abuse problems, the employees and the City have instituted a Drug-Free Workplace Policy. Details of this policy are in Appendix B.


16.10 Term of Contract

This Agreement shall be in effect from July 1, 2016 through June 30, 2019 and thereafter for successive periods of one (1) calendar year unless either party shall on or before the sixtieth (60th) calendar day prior to expiration serve written notice on the other party of a desire to terminate, modify, alter, negotiate, change or amend this Agreement. A notice of desire to modify, alter, amend, negotiate or change or any combination thereof shall have the effect of terminating the entire Agreement on the expiration date in the same manner as notice of desire to terminate. The parties agree to meet within a reasonable time after service of the written notice to commence negotiations.

The written notice referred to in this Section shall be given by certified mail and if given by the City, shall be addressed to the most recent address provided by the Association, and if given by the Association, shall be addressed to the Human Resources Director at Kentwood City Hall, or at such other addresses as the parties may designate in writing.

City of Kentwood

Kentwood General Employees' Association

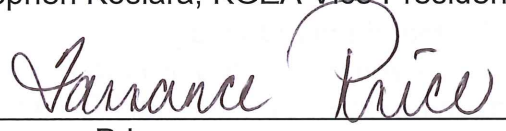
  
\_\_\_\_\_  
Gail Dewey, Human Resources Director  
6-28-2016

  
\_\_\_\_\_  
Marshall Barrows, KGEA President

  
\_\_\_\_\_  
Mark Rambo, Deputy City Administrator

  
\_\_\_\_\_  
John Gorney, Public Works Director

  
\_\_\_\_\_  
Stephen Kosiara, KGEA Vice President

  
\_\_\_\_\_  
Tarrance Price

\_\_\_\_\_  
Thomas Taylor

**Appendix A**  
**KGEA Pay Ranges**

Pay Grade	Effective July 1, 2016			Effective July 1, 2017			Effective July 1, 2018		
	Minimum	Midpoint	Maximum	Minimum	Midpoint	Maximum	Minimum	Midpoint	Maximum
K1	<b>\$14.90</b>	<b>\$17.88</b>	<b>\$20.86</b>	<b>\$15.20</b>	<b>\$18.24</b>	<b>\$21.28</b>	<b>\$15.50</b>	<b>\$18.60</b>	<b>\$21.70</b>
	\$30,994	\$37,192	\$43,391	\$31,613	\$37,936	\$44,259	\$32,246	\$38,695	\$45,144
K2	<b>\$15.35</b>	<b>\$18.42</b>	<b>\$21.49</b>	<b>\$15.65</b>	<b>\$18.79</b>	<b>\$21.92</b>	<b>\$15.97</b>	<b>\$19.16</b>	<b>\$22.35</b>
	\$31,923	\$38,308	\$44,693	\$32,562	\$39,074	\$45,587	\$33,213	\$39,856	\$46,498
K3	<b>\$15.81</b>	<b>\$18.97</b>	<b>\$22.13</b>	<b>\$16.12</b>	<b>\$19.35</b>	<b>\$22.57</b>	<b>\$16.45</b>	<b>\$19.74</b>	<b>\$23.03</b>
	\$32,881	\$39,457	\$46,034	\$33,539	\$40,246	\$46,954	\$34,209	\$41,051	\$47,893
K4	<b>\$16.28</b>	<b>\$19.54</b>	<b>\$22.80</b>	<b>\$16.61</b>	<b>\$19.93</b>	<b>\$23.25</b>	<b>\$16.94</b>	<b>\$20.33</b>	<b>\$23.72</b>
	\$33,868	\$40,641	\$47,415	\$34,545	\$41,454	\$48,363	\$35,236	\$42,283	\$49,330
K5	<b>\$16.77</b>	<b>\$20.13</b>	<b>\$23.48</b>	<b>\$17.11</b>	<b>\$20.53</b>	<b>\$23.95</b>	<b>\$17.45</b>	<b>\$20.94</b>	<b>\$24.43</b>
	\$34,884	\$41,860	\$48,837	\$35,581	\$42,697	\$49,814	\$36,293	\$43,551	\$50,810
K6	<b>\$17.27</b>	<b>\$20.73</b>	<b>\$24.18</b>	<b>\$17.62</b>	<b>\$21.14</b>	<b>\$24.67</b>	<b>\$17.97</b>	<b>\$21.57</b>	<b>\$25.16</b>
	\$35,930	\$43,116	\$50,302	\$36,649	\$43,978	\$51,308	\$37,382	\$44,858	\$52,334
K7	<b>\$17.79</b>	<b>\$21.35</b>	<b>\$24.91</b>	<b>\$18.15</b>	<b>\$21.78</b>	<b>\$25.41</b>	<b>\$18.51</b>	<b>\$22.21</b>	<b>\$25.92</b>
	\$37,008	\$44,410	\$51,811	\$37,748	\$45,298	\$52,847	\$38,503	\$46,204	\$53,904
K8	<b>\$18.33</b>	<b>\$21.99</b>	<b>\$25.66</b>	<b>\$18.69</b>	<b>\$22.43</b>	<b>\$26.17</b>	<b>\$19.07</b>	<b>\$22.88</b>	<b>\$26.69</b>
	\$38,118	\$45,742	\$53,365	\$38,881	\$46,657	\$54,433	\$39,658	\$47,590	\$55,521
K9	<b>\$18.88</b>	<b>\$22.65</b>	<b>\$26.43</b>	<b>\$19.25</b>	<b>\$23.10</b>	<b>\$26.95</b>	<b>\$19.64</b>	<b>\$23.57</b>	<b>\$27.49</b>
	\$39,262	\$47,114	\$54,966	\$40,047	\$48,056	\$56,066	\$40,848	\$49,017	\$57,187
K10	<b>\$19.44</b>	<b>\$23.33</b>	<b>\$27.22</b>	<b>\$19.83</b>	<b>\$23.80</b>	<b>\$27.76</b>	<b>\$20.23</b>	<b>\$24.27</b>	<b>\$28.32</b>
	\$40,440	\$48,527	\$56,615	\$41,248	\$49,498	\$57,748	\$42,073	\$50,488	\$58,903
K11	<b>\$20.03</b>	<b>\$24.03</b>	<b>\$28.04</b>	<b>\$20.43</b>	<b>\$24.51</b>	<b>\$28.60</b>	<b>\$20.83</b>	<b>\$25.00</b>	<b>\$29.17</b>
	\$41,653	\$49,983	\$58,314	\$42,486	\$50,983	\$59,480	\$43,336	\$52,003	\$60,670
K12	<b>\$20.63</b>	<b>\$24.75</b>	<b>\$28.88</b>	<b>\$21.04</b>	<b>\$25.25</b>	<b>\$29.45</b>	<b>\$21.46</b>	<b>\$25.75</b>	<b>\$30.04</b>
	\$42,902	\$51,483	\$60,063	\$43,760	\$52,512	\$61,265	\$44,636	\$53,563	\$62,490
K13	<b>\$21.24</b>	<b>\$25.49</b>	<b>\$29.74</b>	<b>\$21.67</b>	<b>\$26.00</b>	<b>\$30.34</b>	<b>\$22.10</b>	<b>\$26.52</b>	<b>\$30.94</b>
	\$44,189	\$53,027	\$61,865	\$45,073	\$54,088	\$63,102	\$45,975	\$55,170	\$64,365
K14	<b>\$21.88</b>	<b>\$26.26</b>	<b>\$30.64</b>	<b>\$22.32</b>	<b>\$26.78</b>	<b>\$31.25</b>	<b>\$22.77</b>	<b>\$27.32</b>	<b>\$31.87</b>
	\$45,515	\$54,618	\$63,721	\$46,425	\$55,710	\$64,996	\$47,354	\$56,825	\$66,295
K15	<b>\$22.54</b>	<b>\$27.05</b>	<b>\$31.55</b>	<b>\$22.99</b>	<b>\$27.59</b>	<b>\$32.19</b>	<b>\$23.45</b>	<b>\$28.14</b>	<b>\$32.83</b>
	\$46,881	\$56,257	\$65,633	\$47,818	\$57,382	\$66,945	\$48,775	\$58,529	\$68,284
K16	<b>\$23.21</b>	<b>\$27.86</b>	<b>\$32.50</b>	<b>\$23.68</b>	<b>\$28.42</b>	<b>\$33.15</b>	<b>\$24.15</b>	<b>\$28.98</b>	<b>\$33.81</b>
	\$48,287	\$57,944	\$67,602	\$49,253	\$59,103	\$68,954	\$50,238	\$60,285	\$70,333
K17	<b>\$23.91</b>	<b>\$28.69</b>	<b>\$33.48</b>	<b>\$24.39</b>	<b>\$29.27</b>	<b>\$34.15</b>	<b>\$24.88</b>	<b>\$29.85</b>	<b>\$34.83</b>
	\$49,736	\$59,683	\$69,630	\$50,730	\$60,876	\$71,022	\$51,745	\$62,094	\$72,443
K18	<b>\$24.63</b>	<b>\$29.55</b>	<b>\$34.48</b>	<b>\$25.12</b>	<b>\$30.15</b>	<b>\$35.17</b>	<b>\$25.62</b>	<b>\$30.75</b>	<b>\$35.87</b>
	\$51,228	\$61,473	\$71,719	\$52,252	\$62,703	\$73,153	\$53,297	\$63,957	\$74,616
K19	<b>\$25.37</b>	<b>\$30.44</b>	<b>\$35.51</b>	<b>\$25.87</b>	<b>\$31.05</b>	<b>\$36.22</b>	<b>\$26.39</b>	<b>\$31.67</b>	<b>\$36.95</b>
	\$52,764	\$63,317	\$73,870	\$53,820	\$64,584	\$75,348	\$54,896	\$65,875	\$76,855
K20	<b>\$26.13</b>	<b>\$31.35</b>	<b>\$36.58</b>	<b>\$26.65</b>	<b>\$31.98</b>	<b>\$37.31</b>	<b>\$27.18</b>	<b>\$32.62</b>	<b>\$38.06</b>
	\$54,347	\$65,217	\$76,086	\$55,434	\$66,521	\$77,608	\$56,543	\$67,852	\$79,160

## Appendix B

### Drug-Free Workplace Policy

1. General. The Federal Drug-free Work Place Act requires grantees receiving federal funds to certify that they will maintain a drug-free work place. The Federal Omnibus Transportation Workers' Testing Act provides that employees whose work requires that they possess a commercial driver's license (CDL) cannot possess or use alcohol or controlled substances when reporting for duty or while on duty in a safety sensitive function. The City of Kentwood strictly prohibits the unauthorized possession, use or distribution of illegal substances or intoxicating beverages by its employees during any period at work or on City premises including vehicles. Compliance with this policy is a condition of employment. Violation of this policy will result in discipline up to and including discharge.
2. Any employee will be required to undergo a urinalysis and/or a blood examination for the purpose of detection of the employee's use of unauthorized prescription drugs, illegal drugs, controlled substances or alcohol in the following circumstances.
  - (a) When the City has a reasonable suspicion that the employee:
    - (1) Is under the influence, impaired or otherwise affected by the use of drugs or alcohol; or
    - (2) Is currently possessing alcohol or unauthorized drugs; or
    - (3) Has sold or distributed drugs or intoxicating beverages or attempted to do so on city premises.
  - (b) Upon involvement in a traffic accident or other incident while on duty which embodies serious injury to any party requiring admission to a hospital.
3. Reasonable suspicion is more than a hunch or mere speculation. A supervisor has reasonable suspicion when, in light of experience and training, he is aware of articulable facts or circumstances which could lead a reasonably prudent person to believe that an individual is in violation of paragraph 2a (1), (2) or (3) above.
4. Employees whose job requires them to possess a CDL will, in addition to the above testing, be required to submit to random testing, return-to-duty testing and follow up testing as required by the Federal law.
5. New employee applicants for positions within the work force will be screened for drugs as part of a pre-employment physical examination. Such examinations will be conducted only after an offer of employment has been made.



6. Employees are required to notify the City within five days of any criminal drug conviction for a work place violation.
7. An employee who voluntarily discloses a dependency on drug or alcohol abuse problem to the City and voluntarily undergoes a City approved, supervised detoxification treatment program will be given an unpaid leave of absence as described under the City's Family and Medical Leave Act policy, and the City will refrain from taking any disciplinary action against the employee provided that this is the first and only instance of the employee's involvement while employed by the City, that the employee satisfactorily completes the prescribed detoxification program, and submits to a "Last Chance" agreement requiring drug or alcohol testing, as appropriate, upon return to work and agreeing to remain free of drug use.
8. Laboratory requirement and testing procedures will be those required by the Controlled Substance Act of 1970 as amended.

## **Appendix C**

### **Health Plan Options**

The City shall provide the following two health plan options. An employee may enroll in one of the plans. An employee may switch plans only during the City's annual open enrollment period. Details of the coverage listed below can be found in the plan policy.

#### **HMO Plan**

- Deductible: \$100/\$200
- Co-Insurance Maximum: \$1,500 single; \$3,000 two-person or family
- Prescription Drug Co-Pay: \$10 generic; \$40 preferred brand or specialty drug; \$60 non-preferred brand or specialty drug
- Mail Order Program: Two co-pays for three month supply (excludes specialty drugs)
- Preventive Services: Covered 100%
- Co-Pays for office visit/specialist/urgent care: \$20/\$20/\$30 respectively
- Emergency Room Co-Pay: \$100 (waived if patient is admitted to the hospital with co-insurance of 80% covered)

#### **HMO-HSA Plan**

- Deductible: \$1,300 single / \$2,600 two-person or family
- Out-of-Pocket Maximum: \$2,000 single / \$4,000 two-person or family
- Prescriptions are subject to the deductible and then covered as follows:
  - Generic: \$15
  - Preferred Brand: \$50
  - Non-Preferred Brand: \$80
  - Specialty Drugs: 20% co-insurance
- Prescription drug costs paid by the employee are included in the out-of-pocket maximum.
- Preventive Services: Covered 100%
- Hospital, office visit, specialist, urgent care, emergency room, ambulance, and high tech imaging are covered 80% after deductible.

For employees enrolled in the HMO-HSA, the City will contribute an amount equal to 35% of the employee's coverage level deductible to each employee's HSA as allowed by law. Employees may contribute to their HSA from their compensation (pre-tax) up to the IRS annual maximum contribution by payroll deduction.

Retirees may participate in the in the HMO-HSA plan but are not eligible for employer contributions to the HSA.

**Appendix D**  
**Insurance Premium Share Schedule**

The City agrees to pay its portion of the monthly premium as allowed by Federal and State law(s).

**HMO Plan**

Participation in the HMO Plan requires an 18% employee premium share contribution for the 2016/2017 plan year. The HMO plan premium share for subsequent years shall be 20% of the renewed premiums. The City pays the balance (80%) of the premium and all taxes and fees required by Federal and State regulations as allowed by law.

**HMO-HSA Plan**

Participation in the HMO-HSA Plan requires a 2% employee premium share contribution. The City pays the balance (98%) of the premium and all taxes and fees required by Federal and State regulations as allowed by law.

**Memorandum of Understanding**

**City of Kentwood  
and  
Kentwood General Employees Association**

Date: June 28, 2016

Re: HMO Plan Premium Share and HSA Contribution

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Employee premium share for the HMO plan for the 2016/2017 plan year shall be 15.9% of the billed premium effective July 1, 2016 through June 30, 2017. The per pay period deduction shall be limited to the first two paychecks of each month and shall be based on the coverage level elected as follows:

Single: \$53.30          Double: \$111.92          Family: \$125.23

For employees age 65 or older enrolled in the HMO plan, the employee premium share for the 2016/2017 plan year shall remain at 12% of the billed premium effective July 1, 2016 through June 30, 2017. The per pay period deduction shall be limited to the first two paychecks of each month and shall be based on the coverage level elected as follows:

Single: \$40.22          Double: \$84.47          Family: \$94.51


Employee premium share for the High Deductible HMO-HSA plan for the 2016/2017 plan year shall be 2% of the billed premium effective July 1, 2016 through June 30, 2017. The per pay period deduction shall be limited to the first two paychecks of each month and shall be based on the coverage level elected as follows:

Single: \$4.88          Double: \$10.25          Family: \$11.47

For employees enrolled in the High Deductible HMO-HSA plan during the 2016/2017 plan year, the City shall contribute 65% of the plan deductible for which the employee is enrolled. The 2016/2017 plan year contribution shall be \$845 for employees electing single coverage and \$1,690 for employees electing double or family coverage. This amount is prorated for individuals hired after July 1, 2016 based on months enrolled.

Acceptance of this Memorandum of Understanding is agreed upon by the City of Kentwood and the Kentwood General Employees Association.

City of Kentwood

By: 

Its: Human Resources Director

Date: 6-28-2016

~~City of Kentwood~~ Kentwood General Employees' Association

By: 

Its: KGEA President

Date: 6/28/16