

**AGREEMENT**

**between**

**CITY OF KENTWOOD**

**and**

**KENTWOOD GENERAL EMPLOYEES' ASSOCIATION**

**Effective**

**July 1, 2022 through June 30, 2025**

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## **AGREEMENT**

An AGREEMENT, entered into June 30, 2022 effective July 1, 2022, 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

- (a) 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.
- (b) 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.
- (c) 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

- (a) 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.

(b) 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.

(c) The procedure for corrective action will be to progressively administer:

1. Written warning
2. Two-day suspension
3. Five-day suspension
4. 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(b) 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

- (a) 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.
- (b) 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.
- (c) 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.
- (d) 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

- (a) 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.

- (b) 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.
- (c) 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 - Verbal Procedure.** An employee with a grievance shall within fifteen (15) days of the occurrence of the incident which gave rise to the grievance, discuss it with the Department head or designated representative, with the object of resolving the matter informally. If requested, a member of the Grievance Committee may be present. The Department head or designated representative shall give an answer within ten (10) days.

**Step II - Written Procedure.** If the grievance is not satisfactorily resolved at the verbal step, the grievance shall be reduced to writing and submitted to the Department head or designated representative within ten (10) days after receipt of the answer in the verbal step. 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 III. If no satisfactory settlement is reached in Step II, the written grievance may be submitted to the Mayor within ten (10) working days after receipt of the answer in Step II. 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 submitting the grievance to the Mayor. 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 III of the grievance procedure. If the City fails to timely provide a written disposition in Step III, the Association must give written notice of its intent to arbitrate within ten (10) working days from the date the City's Step III 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

- (a) 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.
- (b) 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

- (a) 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.
- (b) Two times the employee's straight time regular rate of pay shall be paid for all hours worked on Sunday.
- (c) An employee, in lieu of payment for overtime as provided in subsections 7.4(a) or 7.4(b) 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. Employees who follow their department's established procedure for requesting compensatory time off will receive written approval or denial within two weeks of the request.
- (d) An employee's regular straight time rate of pay shall be determined by dividing the employee's annual salary by 2,080 hours.
- (e) 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 at the current IRS mileage rate rounded to the next lower whole cent 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 newly hired employees and employees who experience an employment or job change resulting in coverage by this collective bargaining agreement 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 work 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.
- (c) An employee laid off from the employee's classification may displace an employee with less seniority in a lower classification; provided, however, that the City in its sole discretion determines that the senior employee has the experience, necessary training and present ability to perform the required work (the City's decision shall not be subject to challenge under the grievance and arbitration procedure or otherwise). The displacing employee shall receive a pay rate within the pay grade of the classification into which the employee moves that is as close as possible to the employee's existing pay rate. An employee must notify the City of their request to displace another employee within three work days of notification of their 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) Upon employment, full-time employees shall receive three days (24 hours) of sick leave.



- (c) Upon completion of three months of employment, 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.
- (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 and must attempt to schedule the appointments outside of his or her work schedule whenever possible. 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. Employees who follow their department's established procedure for requesting time off for sick leave will receive written approval or denial within two weeks of the request.
- (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.

- (i) Employees who are approved for a leave of absence under the Family and Medical Leave Act (FMLA) for any qualifying reason other than the employee's own serious health condition may use accrued and available paid sick leave up to eighty (80) hours during such leave per 12 month period.

#### 9.4 Bereavement Leave

A paid leave of absence is available for up to five consecutive work days within the first thirty (30) 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 thirty (30) 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.

The employee shall be provided one work day off with pay to attend the funeral or memorial service if it falls on a work day for the death of any of the following employee's relatives: 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

- (a) 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.
- (b) 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 deducted from the employee's paycheck(s).

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 deducted from the employee's paycheck(s).

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.

#### 9.10 Paid Parental Leave

The City of Kentwood provides up to four weeks of paid parental leave to employees following the birth of an employee's child or the placement of a child with an employee in connection with adoption or six weeks to an employee who gives birth. The purpose of Paid Parental Leave is to enable the employee to heal from childbirth and/or to care for and bond with their newborn child or a newly adopted child or child placed for adoption.

##### (a) Eligibility

Employees must meet one of the following criteria to be eligible:

- a. Have given birth to a child;
- b. Be a parent of a newborn child; or
- c. Have adopted a child or have had a child placed in their home for adoption.  
The adoption of a new spouse's child is not an eligible event.

Paid Parental Leave is only available if both the employee and the City are expecting the employee to return to work for at least 30 calendar days following the leave. If it is known that the employee will not be returning to work following the leave, this leave benefit may be denied or discontinued. Failure to report for work at the conclusion of the employee's approved leave without requesting and receiving additional leave may be considered a resignation.

If an employee is on a leave of absence unrelated to pregnancy and gives birth during that leave, the employee is not eligible for Paid Parental Leave or Additional Paid Parental Leave for Childbirth.

(b) Additional Paid Parental Leave for Childbirth

In recognition of the physical recovery from childbirth, an employee who gives birth is eligible for six weeks of Paid Parental Leave. An eligible employee who gives birth will receive two weeks of paid leave in addition to the four weeks of Paid Parental Leave. This two-week period of Childbirth Leave must begin on the first missed workday on or following the date of childbirth, whichever is sooner. While on approved Childbirth Leave, the employee will receive 100% of their base compensation.

(c) Duration and Time Frame of Paid Parental Leave

An employee eligible for leave under this Policy will receive four weeks of Paid Parental Leave per eligible event. A multiple birth situation (e.g. twins) is considered one event. Adoption or placement for adoption of multiple children is considered one event. While on approved Paid Parental Leave, the employee will receive 100% of their base compensation.

In no case will an employee receive more than four weeks of Paid Parental Leave in a rolling 12-month period, regardless of whether more than one birth, adoption, or placement for adoption occurs within that 12-month time frame.

Eligibility for leave under this policy ceases on the effective date of a separation from employment. Upon termination of the individual's employment at the City, employees will not be paid for any unused Paid Parental Leave for which he or she was eligible or for any Paid Parental Leave the employee was entitled to but did not use.

i. Employee Gives Birth

Paid Parental Leave must begin immediately following the Additional Paid Parental Leave for Childbirth and be taken as a continuous period of time. The employee receives a total of six weeks paid with this event.

ii. Other Eligible Events

For employees who are eligible for Paid Parental Leave due to a spouse or significant other giving birth or their adoption or placement of a child are eligible for four weeks of Paid Parental Leave per event. Paid Parental Leave for other eligible events must be used within six months from date of the event.

(d) Coordination with Other City Policies and Paid Leave

Paid parental leave taken under this policy will run concurrently with leave under the Family and Medical Leave Act (FMLA); thus, any leave taken under this section that falls under the definition of circumstances qualifying for leave due to the birth or placement of a child or adoption or placement for adoption, the leave will be counted toward the 12 weeks of available FMLA leave per a 12-month period. All other requirements and provisions under the FMLA will apply.

The base wages paid by the City during Paid Parental Leave shall not be “pyramided” with any other paid leave provided by the City.

The employee may use their sick, vacation, personal, floating holiday, and/or compensatory hours at their discretion following the conclusion of the Paid Parental Leave and through to the conclusion of 12 weeks total leave. For example, an employee who gives birth and takes a 12-week leave of absence under the FMLA, the leave would be paid as follows:

Weeks 0-2: Paid at 100% by the Paid Child Birth Leave provision of this section

Weeks 3-6: Paid at 100% under Paid Parental Leave

Weeks 7-12: Employee may use some, all, or none of their applicable paid leave benefits (e.g. sick, vacation, etc.) at their discretion.

The City will maintain all benefits for employees during the paid parental leave period just as if they were taking any other City paid leave such as paid vacation leave or paid sick leave. Benefits maintenance following the paid parental leave and during the remaining approved leave of absence will follow the policy requirements for the type of leave of absence being used (e.g. FMLA leave or Non-FMLA Medical Leave, Personal Leave, etc.).

If a City-observed paid holiday occurs while the employee is on Paid Parental Leave, such day will be charged to holiday pay; however, such holiday pay will not extend the total Paid Parental Leave entitlement.

(e) Requests for Paid Parental Leave

Employees must request leave as soon as the need for leave is foreseeable. Employees must request leave in writing with the Human Resources Department and their department head. The employee must complete the necessary forms and provide documentation as required.

## **HOLIDAYS**

### 10.1 Recognized Holidays

The following holidays shall be recognized by the City:

New Year's Day	Thanksgiving Day
Martin Luther King, Jr. Day	Day after Thanksgiving
Memorial Day	Christmas Eve
Independence Day	Christmas Day
Labor Day	New Year's Eve
Veterans' Day	

Employees who are not scheduled to work and are not called in to work on the observed day of the recognized holiday (as described in Section 10.2) shall receive eight (8) hours of pay at their regular rate.

Employees who are scheduled to work or called in to work on the observed day of the recognized holiday (as described in Section 10.2) shall receive their regular rate of pay for all hours worked. Additionally, the employee shall receive hours in their compensatory leave bank equal to double the number of hours actually worked. There shall be no duplication or pyramiding with overtime or call-back pay.

## 10.2 Holiday Observance

- (a) 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.
- (b) 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>.)
- (c) 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>.)
- (d) 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

Employees shall receive three (3) Personal Days (totaling 24 hours) upon hire and annually with the pay period containing July 1<sup>st</sup>.

- (a) Personal Days shall be scheduled in advance with the department head's approval. Employees who follow their department's established procedure for requesting time off to use personal days will receive written approval or denial within two weeks of the request.

- (b) Use of personal day(s) by employees still in the probationary period will not conflict with the work schedule nor with scheduled time off of more senior employees.
- (c) Personal days may be taken in minimum of quarter (1/4) hour (15-minute) increments.
- (d) Personal days are a “use it or lose it” benefit. Any unused Personal Day hours as of July 1<sup>st</sup> of each year will be forfeited.

**VACATIONS**

11.1 Vacation Benefits

- (a) 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 0.99	3.08	80
1 to 1.99	3.70	96
2 to 2.99	4.00	104
3 to 3.99	4.31	112
4 to 4.99	4.62	120
5 to 5.99	4.93	128
6 to 6.99	5.24	136
7 to 7.99	5.54	144
8 to 8.99	5.85	152
9 +	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.

- (b) Vacation hours shall accrue during paid sick leave, bereavement, holidays, vacations, and leave of absence of less than thirty (30) days.
- (c) In the event that there are 27 regularly scheduled paychecks in one year, bi-weekly vacation accrual shall accrue for the 27th paycheck.
- (d) Employees may carry a maximum balance of 320 hours. Any hours accrued past the maximum of 320 hours are forfeited.



## 11.2 Vacation Scheduling

- (a) 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.

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.

- (b) 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. Employees who follow their department’s established procedure for requesting time off will receive written approval or denial within two weeks of the request.
- (c) 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 320 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 a 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 outlined in Appendix B. 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.

(a) 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.

In the event that two employees of this bargaining unit are otherwise related and eligible to be covered under one policy (e.g. father and daughter are both full-time City employees), the employee adult dependent may choose to enroll in his or her own policy with the City and be eligible for a separate City Health Savings Account (HSA) contribution from the parent's City HSA contribution. If the employee adult dependent chooses to be insured under the parent's policy with the City, the employee adult dependent would not be eligible for pay in lieu of health insurance pursuant to the terms described in *Payment in Lieu of Health Insurance* in this section or a City HSA contribution.

Employees who retire from the Employer on or after July 1, 2019 are not eligible to participate in the health plan except through COBRA continuation of benefits.

(b) 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 health insurance expenses 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 an amount equal to two percent (2%) of the Plan's illustrative rates for the coverage level enrolled through payroll deduction (pre-tax). In the event that an employee is unable to pay by payroll deduction, the employee must issue payment (after-tax) directly to the City.

(c) 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. When two benefit eligible employees are immediate family members and eligible to be covered under one policy (e.g. father/daughter relationship) and the employee adult dependent chooses to be insured under the parent's policy, the employee adult dependent would not be eligible for pay in lieu of health insurance.

### 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 greater of \$60,000 or one times the employee's annual salary rounded 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 August 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 base compensation up to the guaranteed issue amount commencing 90 days after the employee becomes disabled in accordance with

the long-term disability policy provisions. 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 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. The Employer shall contribute \$42.31 per regular pay period to the Employee's RHS plan.

#### 12.7 Vision Plan

The Employer will make available a group vision insurance plan covering certain vision 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. Full-time employees are eligible to participate in the plan following 30 days from date of hire or at a date thereafter that may be established by the insurance carrier. Employee must remain enrolled for a minimum of two years (exceptions are made for employment ending or becoming ineligible for benefits).

The plan provides the coverage outlined as follows:

Plan Year:	July 1 through June 30
Maximum Benefit Allowance:	\$500 per person per plan year for all covered items combined listed below
Vision Examination:	Covered at 100% of reasonable & Customary (R&C) fee
Eyeglass Lenses (pair):	Covered at 100% following a \$10.00 copayment, subject to the Maximum Benefit Allowance
Eyeglass Frames:	Covered up to \$130.00
Contact Lenses (pair):	
Elective:	Covered up to \$130.00
Contact Lens Fitting Fee:	Covered up to \$40.00
Lasik Surgery:	Covered 100% up to the Maximum Benefit Allowance
Covered Extra Lens Features:	Coverage available as described in the Vision Plan policy

The plan covers products and services described in the policy which are prescriptive and correct vision. The plan does not cover products which do not correct vision (e.g. contact lenses that only change your eye color but do not correct your vision). The specific

coverage provisions, terms, and conditions are identified in the plan policy issued by the carrier.

## LONGEVITY

### 13.1 Longevity Schedule

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

10 to 14 years of service: \$800	20 to 24 years of service: \$1,200
15 to 19 years of service: \$1,000	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

### 14.0 Pension Plan

The City maintains a pension plan for employees. This pension plan has two components: a defined benefit plan and a defined contribution plan.

- (a) Defined Benefit Plan. The defined benefit plan is closed. The plan was only available to employees hired before January 1, 1999. The defined benefit plan provides for normal retirement benefits at age 60. Normal retirement benefits are based upon two and six tenths percent (2.6%) of the employee's average annual compensation multiplied by the number of years of service, not to exceed seventy-five percent (75%). Average annual compensation shall be determined by an average of the five (5) highest compensated years within the last ten (10) years preceding retirement.

Participants shall contribute four percent (4%) of their compensation (pre-tax) to the plan.

- (b) Defined Contribution Plan. The defined contribution plan is for all employees hired on or after January 1, 1999 and those employees hired before that date that elected to participate in that option on or before December 31, 1998. The defined contribution plan option provides the following benefits:

- (1) The City will contribute to each participant's account an amount equal to nine percent (9%) of the participant's compensation.

(2) Participants are required to contribute four percent (4%) of their compensation (pre-tax) to their account.

(3) Participants are always one hundred percent (100%) vested in their contributions and shall be vested in the City contributions in accordance with the following schedule:

50% upon completion of two (2) years of service  
60% upon completion of three (3) years of service  
80% upon completion of four (4) years of service  
100% upon completion of five (5) years of service

(c) The terms and conditions of the Pension Plans are set forth in greater detail in the documents creating the Pension Plans.

## **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.

(a) 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.

(b) The employee's base hourly pay rate is provided in Appendix A for each assigned pay grade. The employee's annual salary shall be determined by multiplying the employee's hourly pay rate by 2,080 hours and rounding to the nearest whole cent.

(c) The wages shown in Appendix A shall be updated as follows:

Effective July 1, 2022 a 4% increase in wages shall commence.

Effective July 1, 2023 a 3% increase in wages shall commence.

Effective July 1, 2024 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.

(a) 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.

(b) 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.

(c) Employees whose job description includes the task of acting for a supervisor in their 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 one dollar and fifty cents (\$1.50) per hour for a normal workday.

### 15.5 Language Incentive Program

The City will provide additional pay to employees who understand and speak a language other than English and who also meet the following criteria:

- (a) The City will select and identify specific languages it believes are important to communicating with the diverse and changing population. These languages may change at the discretion of the City.
- (b) The City will identify two proficiency levels, basic and intermediate, which will be defined by the City in cooperation with language trainers/specialists selected by the City.
- (c) Employees will be voluntarily tested during a specific period annually for language proficiency by an appropriate methodology and party selected by the City.
- (d) Employees achieving a BASIC proficiency level will be paid a flat amount of \$25.00 per regular pay period in the following one-year incentive period of July 1 through June 30.
- (e) Employees achieving an INTERMEDIATE proficiency level will be paid a flat amount of \$45.00 per regular pay period in the following one-year incentive period of July 1 through June 30.
- (f) Language incentive pay will not be paid to the employee while the employee is on any type of unpaid leave of absence or while laid off. Language incentive will be paid during any paid leave of absence including workers' compensation leaves of absence, paid administrative leave, and periods in which the employee is using any type of employer-paid leave described in this collective bargaining agreement.
- (g) Employees receiving language incentive pay will be expected to maintain their language skills and apply it during their daily work as appropriate and upon request of the City.
- (h) 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. The time spent taking the test and the miles driven to the testing facility are not compensable if outside of the Employee's regularly scheduled shift. Compensation for the time spent taking the test shall not cause overtime.

## **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

The City of Kentwood is required to maintain and enforce a Drug-Free Workplace as described in the Federal Drug-Free Workplace Act of 1988, as amended. The City is also required to comply with the Motor Carrier Safety Improvement Act and other related Acts. The City of Kentwood complies with these laws through its Prohibited Substances Policy. Details of this policy are described in the Prohibited Substances Policy of the Employee Handbook. Employees are required to comply with the law and the City's Prohibited Substances Policy as described in the Employee Handbook.

#### 16.10 Local Financial Stability and Choice Act

The parties agree that an emergency manager appointed under the Local Financial Stability and Choice Act, 2012 PA 436, MCL 141.1541 to 141.1575 ("Act"), shall be allowed to reject, modify, or terminate this collective bargaining agreement as provided in the Act.

#### 16.11 Drinking Water Operator Certification Pay

Employees who attain the Michigan Drinking Water Operator Certification (DWOC), level S-3, S-2, or S-1, shall be paid the following amounts annually for each year in which their certification is active and unexpired:

- a. S-3: \$400
- b. S-2 \$800
- c. S-1 \$1,200

An Employee who is employed in a job which requires a specific DWOC level is not eligible for this additional pay unless the DWOC level is higher than the job requires.

#### 16.12 Term of Contract

This Agreement shall be in effect from July 1, 2022 through June 30, 2025 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 or electronic 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 Mayor and Human Resources Director at Kentwood City Hall, or at such other addresses as the parties may designate in writing.

City of Kentwood

By: \_\_\_\_\_

Its: Mayor

Kentwood General Employees' Association

By: \_\_\_\_\_

Its: KGEA President

## Appendix A

### KGEA Pay Ranges

Pay Grade	Effective July 1, 2022		Effective July 1, 2023		Effective July 1, 2024	
	4% increase		3% increase		2% increase	
	Minimum	Maximum	Minimum	Maximum	Minimum	Maximum
K1	\$18.92	\$24.18	\$19.50	\$24.91	\$19.89	\$25.41
	\$39,353.60	\$50,294.40	\$40,560.00	\$51,812.80	\$41,371.20	\$52,852.80
K2	\$19.50	\$24.91	\$20.08	\$25.66	\$20.49	\$26.18
	\$40,560.00	\$51,812.80	\$41,766.40	\$53,372.80	\$42,619.20	\$54,454.40
K3	\$20.08	\$25.66	\$20.69	\$26.43	\$21.11	\$26.97
	\$41,766.40	\$53,372.80	\$43,035.20	\$54,974.40	\$43,908.80	\$56,097.60
K4	\$20.69	\$26.43	\$21.32	\$27.23	\$21.75	\$27.78
	\$43,035.20	\$54,974.40	\$44,345.60	\$56,638.40	\$45,240.00	\$57,782.40
K5	\$21.32	\$27.23	\$21.95	\$28.05	\$22.40	\$28.62
	\$44,345.60	\$56,638.40	\$45,656.00	\$58,344.00	\$46,592.00	\$59,529.60
K6	\$21.95	\$28.05	\$22.62	\$28.90	\$23.07	\$29.48
	\$45,656.00	\$58,344.00	\$47,049.60	\$60,112.00	\$47,985.60	\$61,318.40
K7	\$22.62	\$28.90	\$23.31	\$29.77	\$23.78	\$30.37
	\$47,049.60	\$60,112.00	\$48,484.80	\$61,921.60	\$49,462.40	\$63,169.60
K8	\$23.31	\$29.77	\$24.00	\$30.67	\$24.50	\$31.29
	\$48,484.80	\$61,921.60	\$49,920.00	\$63,793.60	\$50,960.00	\$65,083.20
K9	\$24.00	\$30.67	\$24.74	\$31.60	\$25.22	\$32.23
	\$49,920.00	\$63,793.60	\$51,459.20	\$65,728.00	\$52,457.60	\$67,038.40
K10	\$24.74	\$31.60	\$25.49	\$32.55	\$25.99	\$33.20
	\$51,459.20	\$65,728.00	\$53,019.20	\$67,704.00	\$54,059.20	\$69,056.00
K11	\$25.49	\$32.55	\$26.25	\$33.53	\$26.78	\$34.20
	\$53,019.20	\$67,704.00	\$54,600.00	\$69,742.40	\$55,702.40	\$71,136.00
K12	\$26.25	\$33.53	\$27.04	\$34.54	\$27.59	\$35.23
	\$54,600.00	\$69,742.40	\$56,243.20	\$71,843.20	\$57,387.20	\$73,278.40
K13	\$27.04	\$34.54	\$27.85	\$35.58	\$28.41	\$36.29
	\$56,243.20	\$71,843.20	\$57,928.00	\$74,006.40	\$59,092.80	\$75,483.20
K14	\$27.85	\$35.58	\$28.69	\$36.65	\$29.27	\$37.38
	\$57,928.00	\$74,006.40	\$59,675.20	\$76,232.00	\$60,881.60	\$77,750.40
K15	\$28.69	\$36.65	\$29.56	\$37.75	\$30.15	\$38.51
	\$59,675.20	\$76,232.00	\$61,484.80	\$78,520.00	\$62,712.00	\$80,100.80
K16	\$29.56	\$37.75	\$30.45	\$38.89	\$31.06	\$39.67
	\$61,484.80	\$78,520.00	\$63,336.00	\$80,891.20	\$64,604.80	\$82,513.60
K17	\$30.45	\$38.89	\$31.38	\$40.06	\$32.00	\$40.87
	\$63,336.00	\$80,891.20	\$65,270.40	\$83,324.80	\$66,560.00	\$85,009.60
K18	\$31.38	\$40.06	\$32.31	\$41.27	\$32.97	\$42.10
	\$65,270.40	\$83,324.80	\$67,204.80	\$85,841.60	\$68,577.60	\$87,568.00
K19	\$32.31	\$41.27	\$33.29	\$42.51	\$33.96	\$43.37
	\$67,204.80	\$85,841.60	\$69,243.20	\$88,420.80	\$70,636.80	\$90,209.60
K20	\$33.29	\$42.51	\$34.28	\$43.79	\$35.00	\$44.68
	\$69,243.20	\$88,420.80	\$71,302.40	\$91,083.20	\$72,800.00	\$92,934.40

**Appendix B**  
**Health Insurance Plan Benefits**

The City shall provide the following health plan. Details of the coverage listed below can be found in the City of Kentwood Health Care Plan Document.

**High Deductible Health Plan (HDHP)**

- Deductible: Minimum deductible required to meet IRS definition of a High Deductible Health Plan for single and family coverage levels, adjusted annually as required
- In-Network Out-of-Pocket Maximum: The higher of \$2,000 single / \$4,000 two-person or family or an amount equal to the deductible.
- Prescriptions are subject to the deductible and then covered as follows:
  - Generic: \$15 copayment
  - Preferred Brand: \$50 copayment
  - Non-Preferred Brand: \$80 copayment
  - Specialty Drugs: 20% co-insurance
- Prescription drug costs paid by the employee are included in the out-of-pocket maximum.
- Preventive Services: Covered 100%, deductible waived
- Hospital, office visit, specialist, urgent care, emergency room, ambulance, and high tech imaging are covered 80% after deductible.

For employees enrolled in the HDHP as of July 1<sup>st</sup> of each plan year, the City will contribute an amount equal to 50% of the employee's coverage level deductible to each enrolled employee's Health Savings Account (HSA) annually in July. Employees may contribute to their HSA from their compensation (pre-tax) up to the IRS annual maximum contribution by payroll deduction.

## Memorandum of Understanding

### City of Kentwood and Kentwood General Employees Association

Date: July 1, 2019 (replaces the original MOU of the same reference signed on 10/17/2018)

Re: Expansion of Normal Workday Definition and Corresponding Benefits

The KGEA and the City of Kentwood agree to accommodate a change in City Hall public open hours by deviating from the Collective Bargaining Agreement on a trial basis as follows:

1. Section 7.1 Workday and Workweek:

a. Add Subsection (c) as follows:

(c) An employee's normal workday may consist of hours other than eight hours or ten hours, including breaks, as long as the sum of the hours in the employee's workdays total 40 hours in a workweek and no single workday is less than four hours or more than ten hours. An employee's participation must be voluntary and approved by the City. An employee who volunteers to work such a schedule under this section and wishes to discontinue and go back to eight-hour workday must provide at least 30 days' written notice to the City. The City will transfer the employee to the new schedule effective the first day of the next workweek following 30 days after receipt of the written notification from the employee.

2. Section 9.3 Paid Sick Leave:

a. Add the following sentence to subsection (b): Employees working an alternative full-time work schedule will accrue 3.70 hours per pay period.

b. For purposes of Subsection (h) five (5) days shall equal 40 hours.

3. Section 9.4 Bereavement Leave: For purposes of this section, "five consecutive work days" shall equal 40 hours and "two consecutive work days" shall equal 16 hours. If an employee's workweek consists of something other than five 8-hour shifts or four 10-hour shifts, the employee may use bereavement leave hour for hour. For example, if an employee qualifies for two consecutive bereavement days and one day falls on a regularly scheduled nine hour shift and the next day falls on a four hour shift, the employee will receive 13 hours of bereavement pay, not 16 hours. Conversely, if the two bereavement days fell on two nine-hour shifts, the employee would receive 16 hours of bereavement leave and may supplement the other two hours from sick leave.

4. Section 10.1 Recognized Holidays: For purposes of this section, regardless of the employee's regularly scheduled shift duration, the employee receives eight (8) hours of holiday pay on days on which the employee was regularly scheduled to work. However, if the employee was scheduled to work less than 8 hours, the employee will receive holiday pay for the hours of the shift and the difference will be granted as a floating holiday to be used within the same pay period. For example, if an employee is regularly scheduled to

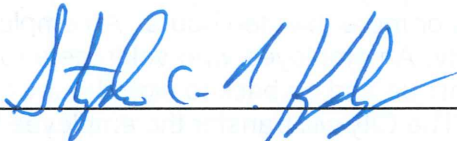
work four hours on the day of the observed holiday, the employee will be paid for four hours holiday pay and receive four hours off with pay on another regularly scheduled workday within the same pay period. If the employee is unable to use all holiday hours during the pay period then the unused hours will be added to the employee's Personal Leave bank and must be used by the next July 1<sup>st</sup>.

If the employee is regularly scheduled to work more than eight hours on the observed holiday, the employee must supplement the difference with other paid leave or make up the hours by working them in the same workweek. For example, if an employee is regularly scheduled to work nine hours on the observed holiday, the employee would receive eight hours holiday pay and use one hour of vacation or make up the hour by working an additional hour on another day of the same workweek. If the employee chooses to work the hour(s) in excess of the holiday, it is paid at straight time, unless otherwise required by the Fair Labor Standards Act. Employees may make up the hour(s) by skipping lunch break(s) with prior approval from their supervisor.

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

City of Kentwood

Kentwood General Employees' Association

By: 

By: 

Its: Mayor

Its: KGEA President

Date: 6/30/2022

Date: 6-30-22