

AGREEMENT

Between

CITY OF KENTWOOD

and

KENTWOOD GENERAL EMPLOYEES'  
ASSOCIATION

**Effective: July 1, 2010 through June 30, 2013**

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## AGREEMENT

An AGREEMENT, entered into, \_\_\_\_\_, effective July 1, 2010, by and between the CITY OF KENTWOOD, hereinafter called the “City” or “Employer” and the KENTWOOD GENERAL EMPLOYEES’ ASSOCIATION hereinafter called the “Association”, as follows:

### PREAMBLE

It is the intent and purpose of this 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.

### **1.0 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 and regular part-time employees of the City of Kentwood BUT EXCLUDING all Police and Fire Department employees recognized as another collective bargaining unit, confidential positions, department heads and supervisors, elected officials, all irregular part-time employees and all temporary and seasonal employees.

### **2.0 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

2.4.1 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.

2.4.2 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.

### 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.

### 2.6 Discipline - Notice to Association

Any employee being disciplined or reprimanded shall have the right to have a member of the Grievance Committee present at the time. The department head shall discuss the discipline with the employee and the Grievance Committee member upon the request of the disciplined employee. In the event a written warning is issued the employee shall receive a copy and shall be notified of all warnings being entered in the employee's

personnel file. Before any employee shall be required to make any written statement or reply pertaining to an alleged misconduct, the matter shall first be discussed between the employee, the City's representative and the Grievance Committee representative if the employee so desires. The employee shall then have forty-eight (48) hours to make a written statement or reply.

## 2.7 Policies and Procedures

2.7.1 The City reserves the right to establish 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 the reasonableness of any rule, regulation, policy or procedure concerning employee conduct, working conditions or related matters 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 said manual will be posted throughout the appropriate City facilities for a period of thirty (30) days or until incorporated in a published change to the manual, whichever is later.

## 3.0 ASSOCIATION SECURITY

### 3.1 Association Membership

It shall be a condition of employment that all present and future employees in the bargaining unit shall either become and remain members of the Association or pay to the Association each month a service charge in the amount of the regular monthly Association dues within thirty (30) days after the signing of this Agreement or within thirty (30) days within the start of their employment, whichever is later. 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 nor to continue to remain members of the Association shall not be required to do so as a condition of employment; however, such employees shall be required to pay the equivalent of union dues to the Association's Treasurer, either directly or through payroll deductions, as a service charge for core collective bargaining activities.

### 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 is covered by this Agreement and who authorizes such deduction in writing. 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.

## 4.0 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.

## 5.0 **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, or upon the City's failure to schedule the Step II meeting within a reasonable period of time, or, after conducting the Step II meeting, failure of the City to provide a disposition of the grievance. The time limits for a request for arbitration may be extended by mutual 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.

### 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 during his 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 time mutually agreeable.

## 6.0 **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 of 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.

## **7.0 HOURS OF WORK AND OVERTIME**

### **7.1 Workday, 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 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.

### **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 his 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 in excess of eight (8) hours in any one (1) workday, subject to

the definitions in Section 7.1 above, or for all hours worked in excess of ten (10) hours in any workday when working 4/10's.

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, 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 or at the end of the fiscal year be paid for remaining compensatory time. Prior to taking compensatory time off an employee must have the department head's approval.

7.4.5 An employee's regular straight time rate of pay shall be determined by dividing his annual salary by 2080 hours.

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

7.4.7 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.

#### 7.4.7 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.

(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.

### 7.5 Call-Back Pay

An employee who is called back to work other than his regular scheduled hours shall be guaranteed two (2) hours' work or pay, provided such call-back period is not immediately connected to his regular starting or quitting time.

### 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.

## **8.0 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 his 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 alphabetical order of surnames.

### 8.4 Loss of Seniority

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

- (a) He quits or retires
- (b) He is discharged or terminated for just cause.
- (c) He is absent for three (3) 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) He 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

If an employee is transferred to a non-bargaining unit position with the Employer and is thereafter transferred back to a position within the bargaining unit, the employee's seniority shall include all time spent in the non-bargaining unit position.

### 8.8 Job Vacancies/New Positions

In the case of job vacancies 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 bulletin boards outside the Personnel Office, on the Second Floor, in the Police Department, at the Public Works Garage, Activities Center and the Cemetery Sexton's office. 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.

## 9.0 **LEAVES OF ABSENCE**

### 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 vacations, sick leaves 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 his insurance premiums. Failure to provide the insurance premiums will result in discontinuance of the employee's coverage. 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 days at the rate of one day (8 hours) for each month of employment. While working a 4/10 schedule, accrual will remain at 8 hours for each month of employment.
- (c) Accumulation of sick leave shall be three hundred (300) days maximum.
- (d) Payment of unused and accumulated sick leave will be paid to any employee who dies, retires, or who terminates in good standing after five (5) full continuous years of employment. The employee or his estate shall be paid at the rate of one dollar and fifty cents (\$1.50) per day of accumulated sick leave up to a maximum of one hundred and fifty (150) days times the actual continuous years of employment with the City.
- (e) Sick leave pay may be paid in one-half (1/2) hour increments.
- (f) An employee requesting time off to obtain professional medical or dental care shall be charged sick leave time. In addition, employees shall be permitted to use accumulated paid sick leave (maximum 2 hour increments) for pre-scheduled health/dental appointments of immediate family members who reside in their household. Appointment documentation will be provided to the employee's supervisor upon their return to work.
- (g) Subject to discretionary approval by the department head or Personnel Director in his 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.
- (h) In case of work-incapacitating injury or illness for which an employee is, or may be, eligible for work disability benefits under the Worker's Compensation law, such employee will be allowed salary payments which, with his work disability benefit, will equal his regular salary or wage for a period not to exceed twenty-six (26) weeks. Sick leave will not be utilized until after the 14<sup>th</sup> calendar day of an on the job injury/illness. Sick leave will then be utilized to the extent of the difference between such payment and the employee's regular salary or wage. Benefit accrual will continue through the first 26 weeks of the leave.

#### 9.4 Bereavement

Days off for death in the family for funeral arrangements or services shall be granted as follows:

Subject to discretionary approval by the department head or Personnel Director in his absence, whenever any of the following persons dies and the employee assists in the funeral arrangements, attends the funeral, attends any post funeral functions or arrangements or is grieving such person's death, the employee shall be entitled to receive time off with pay for a period not to exceed five (5) days; days in excess of two (2) will be charged to sick leave; the spouse, child, father, mother, brother, sister, niece, nephew, father-in-law, mother-in-law, brother-in-law, sister-in-law, grandparent, grandchild, aunt, uncle, step relation of the above or the same relation of the spouse.

(a) While on 4/10's, if time is lost from the employee's work schedule, the City shall pay for sixteen (16) hours (2 days defined) and the balance of time lost shall be deducted from the employee's accumulated 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 appropriately. 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

The employer reserves the right to require employees to utilize accrued paid leave time when leave is requested under the Federal Family and Medical Leave Act.

## 10.0 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) Floating Holidays

- (a) 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 specified holidays falls on a Saturday, the preceding Friday shall be observed as the holiday. If one of the specified holidays falls on a Sunday, the following Monday shall be observed as the holiday. If any of the holidays falls within an employee's approved vacation, his 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. If Christmas and New Year's Day fall on Saturday, Sunday or Monday, in lieu of the day off before, employees shall receive two (2) additional floating holidays which may be taken after New Year's Day but before July 1.

### 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 Floating Holiday

10.4.1 Floating holidays shall be scheduled in advance with the department head's approval.

10.4.2 New employees will accrue three (3) floating holidays, the use of which is limited by the following conditions:

- (a) None of the holidays may be used during the employee's probationary period.
- (b) Use of a holiday(s) will not conflict with the work schedule nor with scheduled time off of more senior employees.
- (c) If the limitations expressed above can not be overcome, the remaining floating holiday(s) will be lost at the beginning of the next contract year following the employee's date of hire.

10.4.3 Floating holidays may be taken in minimum of one (1) hour increments.

## 11.0 VACATIONS

### 11.1 Vacation Benefits

Full-time employees shall earn vacation leave with pay at their regular rate in accordance with the following schedule, provided the employee has completed fifty-two (52) weeks of work immediately preceding his anniversary date of hire (absence due to paid sick leave, vacation or leave of absence of less than thirty (30) days shall be credited as time worked):

After 1 year	5 days	40 hours' pay
After 2 years	10 days	80 hours' pay
After 5 years	12 days	96 hours' pay
After 6 years	1 additional day (8 hours) for each additional year to a maximum of 20 days (160 hours' pay).	

Carry over remaining time to the next year provided a maximum of twenty (22) days accumulation is not exceeded.

### 11.2 Vacation Scheduling

11.2.1 Vacations shall be scheduled in minimum of ½ day 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.

- (a) While working 4/10's, a half day will be equivalent to 5 hours, a full day 10 hours.

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 vacation entitlement 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 carry-over exceed the maximum twenty (20) day accumulation limit. 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

Payment for accrued vacation credits shall be made upon retirement, termination, discharge or to an employee’s beneficiary upon death. This payment shall be figured by a pro-ration according to the time served for the City since the last anniversary date.

## 12.0 INSURANCE

### 12.1 Hospitalization Insurance

Effective the first day of the month following thirty (30) days of employment with the city, during the term of this agreement, the employer agrees to pay up to the Priority HMO Plan rate toward the monthly premium for a single subscriber, two-person and family coverage for eligible employees who elect to participate in the group health insurance plan. In the event two (2) employees are married to each other, only one (1) insurance policy will be purchased. Employees who have available health care insurance through a plan under another employer and elect to drop out of the employer’s health care plan shall be eligible to receive \$3,000 per year in lieu of health/dental care insurance. The employer’s liability under this section shall be limited to these payments.

- No change year 2010.
- July 1, 2011. Increase Rx Brand from \$25 to \$40.
- July 1, 2011. Office visits co-pays the same and generic co-pay the same. Co-insurance from 100% to 80% employer/20% employee with \$500 individual/\$1,000 family annual out of pocket maximums.

12.1.1 The City reserves the right to select the insurance carrier and/or to institute a self-insured program, provided that the benefits available to the employee are substantially equivalent or better, other than the administration of said Plan.

12.1.2 Effective the first day of the month following thirty days (30) of employment with the city, full-time employees and their dependents shall be entitled to a prescription drug program with applicable co-pays (see Appendix II). The city shall select the insurance carrier or shall establish a self-insured program.

12.1.3. All employees who are enrolled in a City group medical health insurance plan will contribute the following co-payments per pay period toward the insurance premium, beginning the first full pay period after July 1:

- Effective July 1, 2010 thirty-eight dollars and forty-six cents (\$38.46)
- Effective July 1, 2011 thirty-eight dollars and forty-six cents (\$38.46)
- Effective July 1, 2012 forty-five dollars (\$45)

## 12.2 Term 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 nearest one-thousand dollars (\$1000). The value of each employee's policy will be updated annually on or about July 1<sup>st</sup>. The minimum value of any policy will be fifteen thousand dollars (\$15000). The amount of the policy will be doubled in case of accidental death.

## 12.3 Insurance Premiums

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 must assume the required premiums in order to keep the insurance in effect.

## 12.4 Dental Plan

12.4.1 Effective the first day of the month following thirty days (30) of employment with the city, all employees and their dependents shall be covered by the City provided dental plan or an equal benefit plan or better as may thereafter be adopted by the City, including self-insurance. In the event two (2) employees are married to each other, only one insurance policy will be purchased. Plan specifications include the following:

- (a) Class I Benefits
  - Diagnostic, Preventative, Emergency Palliative, Radiographs, Oral Surgery, Restorative, Periodontics, Endodontics
- (b) Class II Benefits
  - Prosthetic Appliances
- (c) Class III Benefits
  - Orthodontics

12.4.2 The maximum benefits for all Class I and Class II will be \$800 per family member per contract year. The maximum payout for orthodontics is \$1000 per person. The City will pay the total premium for Classes I, II and III.

12.4.3 The employee will pay 25% and the insurance will pay 75% of the actual cost up to \$800 per family member per contract year for Class I and II.

12.4.4 Class III, orthodontics, coverage is for employee's dependents who are 19 years old or younger. The City will pay 50% and the employee will pay 50% of the actual cost up to \$1000 per person.

### 13.0 **LONGEVITY**

#### 13.1 **Longevity Schedule**

Employees will be granted longevity payments. Change to scale in July of 2011, no change July 2010.

<u>Yrs of Service</u>	<u>Scale July, 2010</u>	<u>Revised Scale as of July 1, 2011</u>
5	\$400	
10	\$800	\$500
15	\$1,200	\$500
20	\$1,600	\$1,200
25	\$2,000	\$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.

### 14.0 **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) For employees who are eligible to retire at the normal retirement age under the City's Defined Benefit Plan or for employees who participate in the Defined Contribution Plan who have reached age 55 and 7 years of service at the time of retirement, the City will contribute toward employee and spouse health insurance premiums an amount determined by multiplying \$12.00 times the employee's years of continuous active service to a maximum of \$360 per month. Upon the death of the employee or spouse, the City's contribution will be reduced by 25%. The City's contributions cease at the employee's age when he/she is Medicare eligible. In the event that a retired employee eligible for payment under this Section is not able to be enrolled in the City's health insurance plan, the City will pay an equivalent amount to the employee. The disability retirement is not included in this plan.

(d) All details concerning benefits may be found either in the information booklet or in the detailed Retirement Plan.

## 15.0 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 Kentwood Wage and Salary Plan. All new employees shall be reviewed prior to the completion of their probationary period and, upon recommendation of the department head and Personnel Director, shall advance to the "B" step 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 of hire. Upon recommendation of the department head and the Personnel Director, an employee will advance in the salary step based upon his experience 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 step increase from the department head and/or the Personnel Director, the employee's performance shall be reviewed again within a six (6) month period of time 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 salary range shall move to the step which will provide an immediate annual salary increase. The employee will thereafter progress in the salary steps in accordance with the service and experience in the new classification.

15.1.2 The annual salary provided in the pay plan is for 2080 hours. Hourly rates shall be determined by dividing the annual salary by 2080 hours.



15.1.3 The Wage and Salary Plan for the City of Kentwood shall be updated as follows:

- Effective the beginning of the first full pay period on or after:
  - July 1, 2010 0% increase,
  - July 1, 2011 1.5% increase,
  - July 1, 2012 1.5% increase.

## 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 step which is next above his current temporary wage. Thereafter, the person will progress in accordance with 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 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.

## 16.0 MISCELLANEOUS

### 16.1 Pay Period

Each employee shall receive his paycheck BI-weekly; 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 and the use of various office machines. If costs are incurred for use of such facilities, the Association shall reimburse the City for the actual costs incurred.

### 16.4 No Discrimination

There shall be no discrimination against any employee or employees by either the Employer or the Association in regard to [...hiring selection, promotion, transfer, compensation, benefits, training, discipline, and other personnel practices and terms or conditions of employment without regard to race, color, religion, sex, age, national origin, height, weight, marital status, veteran status or disability in accordance with all applicable Federal, State and local laws and ordinances.]

### 16.5 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.

### 16.6 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.

## 16.7 Part-time Employees

A part-time employee is any employee who works less than a normal 40-hour work week. These employees shall be categorized and their benefits defined in the following subsections.

16.7.1 Regular Part-time - an employee who, year-to-year, is scheduled to work a minimum of 25 hours per work week. Benefits will include all those received by full-time employees with the following exceptions:

- (a) No floating holidays;
- (b) Holiday pay will be received only for those hours of the holiday which the employee had been scheduled to work;
- (c) Appointments for professional medical or dental care and other personal reasons are to be made outside the normal work schedule. Any time taken off during the normal work schedule will require use of compensatory time, sick time or vacation time, as appropriate;
- (d) Vacation time, sick time and longevity accumulation shall be on a prorated basis determined by dividing the number of hours normally scheduled to be worked each work week by the number of hours (40) in a normal work week. Overtime hours worked are excluded from this computation;
- (e) For all hours worked beyond the normal 8 or 8.5 scheduled, the employee shall be paid at the rate of one and one-half (1.5) times their straight rate of pay;
- (f) The City shall determine the employee's normal work schedule, but must notify the employee in writing one week prior to such change; events requiring overtime are excluded from this requirement.

16.7.2 Irregular Part-time - An employee who, year-to-year is scheduled to work less than 25 hours per work week. These employees are not eligible for benefits.

16.7.3 Temporary/Seasonal - An employee who works various hours as needed or during specific periods of time or times of the year in the conduct of the City's operations. These employees are not eligible for benefits. The City will not use this category of employee to eliminate full-time positions.

16.7.4 Job Sharing - A situation where two individuals share the duties of one full-time regular position. The conditions under which a position may be shared are:

- (a) One individual is scheduled to work a minimum of 25 hours per work week (Regular part-time);
- (b) The second individual must be scheduled so that the annual average of hours worked does not equal or exceed 25 hours per week (Irregular part-time);
- (c) Both individuals must have the education, training and experience required by the position;
- (d) The employees will fill-in for each other when either is absent because of a disability or when either position is vacant;
- (e) Management has the unilateral right to discontinue job sharing arrangements at any time. Notification of this discontinuance will be in writing by registered mail or by personal presentation to both employees. Registered mail will be sent to the employees' home address on record with the City of Kentwood's Personnel Office. Within fourteen (14) calendar days of either presentation of the notice or the date postmarked on the registered mail, as appropriate, the regular part-time employee must decide whether to return to work full-time or resign. Failure to notify the City of a decision within the aforementioned period will constitute resignation.

#### 16.8 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.

#### 16.9 Mandatory On-call -- Carrying a Pager

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.

#### 16.10 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). This waiver shall apply only to the transfer of a bargaining unit

employee with a disability under the ADA to a job vacancy or a new position within the bargaining unit, or to a leave of absence under Section 9.2.

16.11 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 and Alcohol abuse policy. Details of this policy are at Appendix I.

16.12 Term of Contract

This Agreement shall be in effect from July 1, 2010 through June 30, 2013.

CITY OF KENTWOOD

KENTWOOD GENERAL  
EMPLOYEES' ASSOCIATION

**SIGNATURES ON FILE, THIS IS THE SIGNED FINAL CONTRACT**

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\_\_\_\_\_

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APPENDIX I  
POLICY ON A DRUG-FREE WORK PLACE

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 II  
PRESCRIPTION CO-PAYS

<b>Plan Components</b>	<b>BC/BS</b>	<b>Priority Health</b>	<b>Blue Care Network</b>
Rx Copay - Generic / Brand	\$10/\$20	\$10 / \$25	\$10/\$20