

CITY OF WYOMING

EMPLOYMENT AGREEMENT – DIRECTOR OF HUMAN RESOURCES

THIS AGREEMENT between Kimberly R. Oostindie, o
; (hereinafter “Director of Human Resources”), and the City of
Wyoming, a municipal corporation, of 1155 – 28th Street, S.W., Wyoming, Michigan 49509
(hereinafter the “City”) is made effective January 30, 2012, on the following terms:

1. **TERM** . The City hereby employs Kimberly R. Oostindie as Director of Human Resources of the City. This appointment shall be effective January 30, 2012. The Director of Human Resources understands that as Director of Human Resources she serves at the pleasure of the City Manager, who may terminate the Director of Human Resources at any time as provided by the City Charter and City Code.

2. **PERFORMANCE**. The Director of Human Resources agrees to perform the duties of the Director of Human Resources in a competent and professional manner. A job description has been provided to the Director of Human Resources that the City may periodically revise with notice to the Director of Human Resources. The Director of Human Resources shall report to and be supervised by the City Manager.

3. **SERVICE DATE**. The Director of Human Resources’ date of service with the City is April 1, 1996. The Director of Human Resources shall be credited with all earned benefits from her service date and shall accumulate benefits uninterrupted after the effective date of this Agreement.

4. **COMPENSATION**. The Director of Human Resources’ salary for the position shall be established by the City Manager in accordance with the annual budget

authorization, the City Charter and City Code. The salary shall be paid in accordance with City payroll procedures.

5. **BENEFITS.** The Director of Human Resources shall be provided the same insurance or health opt out, retirement, holidays, vacation, sick leave, sick leave incentive, bereavement leave, educational reimbursement, and longevity as provided to department head employees who are members of the Administrative and Supervisory Association unless otherwise stated herein. Effective January 30, 2012, the contribution toward the cost of health insurance shall be 20% of the premium.

6. **VEHICLE USE.** When the Director of Human Resources uses her personal vehicle for City business she shall: a.) receive the IRS scheduled mileage reimbursement rate; b) be reimbursed any insurance deductible in the event of an accident up to \$500; and c) in the event of vehicle disablement shall be reimbursed for towing expense. The City Manager may review this provision on an annual basis and increase the reimbursements provided in this paragraph in accordance with budget authorization.

7. **SEVERANCE PAY.** The following conditions shall determine severance pay to the Director of Human Resources.

(a) If the Director of Human Resources resigns or her employment is terminated as the Director of Human Resources for any of the following reasons, she shall not be entitled to any severance pay as the Director of Human Resources and her compensation will terminate on the last day worked:

(1) Criminal misconduct.

- (2) Conviction of any felony or misdemeanor involving bodily harm or dishonesty.
 - (3) Substantial failure to perform the duties of the Director of Human Resources.
- (b) If the Director of Human Resources' employment is terminated by the City for any reason not set forth in subparagraph (a), or she voluntarily terminates employment in lieu of discharge, and the City in writing accepts such voluntary termination, she shall be entitled to severance pay in the amount equal to six months of pay, unused vacation and sick leave, pay out of other accrued benefits, and her insurance (health, dental, vision and life) shall continue to be paid by the City for the same period.
- (c) Upon separation of employment for any reason other than those covered under paragraph (b), Director of Human Resources shall receive the same pay out of sick leave, vacation, and other accrued benefits as provided members of the Administrative and Supervisory Association.

8. **DISPUTES.** Any disputes arising out of the terms and conditions of this Agreement shall be submitted by the Director of Human Resources to an arbitrator mutually selected by the City and the Director of Human Resources, which selection shall be in accordance with the procedures of the American Arbitration Association. The City and the Director of Human Resources shall share equally the cost of the arbitrator and each shall be responsible for their own attorneys fees, except as provided below. If the

Director of Human Resources prevails, the City will pay the arbitrator's fees and expenses. In addition, if the Director of Human Resources prevails and if the arbitrator finds that the City's position was arbitrary or capricious, the arbitrator may award that the Director of Human Resources be reimbursed for her reasonable attorney's fees.

9. **RESIGNATION.** The Director of Human Resources may resign her employment at any time upon 30 days' written notice to the City. Such resignation shall not entitle the Director of Human Resources to severance pay under paragraph 7 unless the City has agreed otherwise in writing.

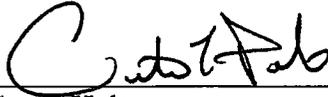
10. **SCOPE AND AMENDMENTS.** This Agreement is made in accordance with the provisions of the City Charter and City Code and shall be the sole agreement of the parties, any written or oral contracts to the contrary notwithstanding. By way of illustration and not limitation, any prior agreement or promises, and any collective bargaining agreements, have no application to the Director of Human Resources or to the employment relationship between the Director of Human Resources and the City. This agreement may not be modified orally, but only by an agreement in writing signed by the parties.

11. **SEVERABILITY.** The invalidity or unenforceability of any term in this Agreement shall not affect the validity or enforceability of any other term in this Agreement. If any term in this Agreement is determined to be invalid, unenforceable or over broad in any respect, that term shall nevertheless be enforceable to the fullest extent permitted by law.

12. **APPLICABLE LAW.** The terms of this agreement are to be interpreted, construed, enforced, and performed under the laws of the State of Michigan.

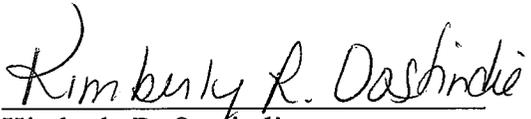
CITY OF WYOMING

Dated: 12.21.11



Curtis Holt
Its: City Manager

Dated: 12/20/11



Kimberly R. Oostindie
Director of Human Resources

1/12

RESOLUTION NO. 24087

RESOLUTION TO AUTHORIZE THE CITY MANAGER TO EXECUTE
EMPLOYMENT AGREEMENTS WITH THE DIRECTOR OF
HUMAN RESOURCES, ASSISTANT TO THE CITY MANAGER AND
ADMINISTRATIVE ASSISTANT – (CITY MANAGER)

WHEREAS:

1. The City Manager desires to enter into employment agreements with officers and employees in administrative service for the City.
2. Section 4.7 of the City Charter allows the City Manager to "...exercise his judgment in the appointment or employment of officers and employees in the administrative service."
3. The City Manager has negotiated employment agreements with the Director of Human Resources, Assistant to the City Manager and the Administrative Assistant – (City Manager).

NOW, THEREFORE, BE IT RESOLVED:

1. The City Manager is authorized to execute employment agreements with the Director of Human Resources, Assistant to the City Manager and Administrative Assistant – (City Manager).
2. The City Manager is authorized to approve future amendments to the agreements that are generally equivalent to the existing City of Wyoming bargaining agreements.

Moved by Councilmember: Burrill
 Seconded by Councilmember: Pastoor
 Motion Carried Yes 7
 No 0

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on: December 19, 2011.


 Heidi A. Isakson, Wyoming City Clerk

ATTACHMENTS:
Employment Agreements
MOU