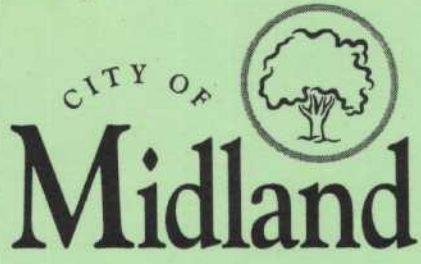


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**AGREEMENT**

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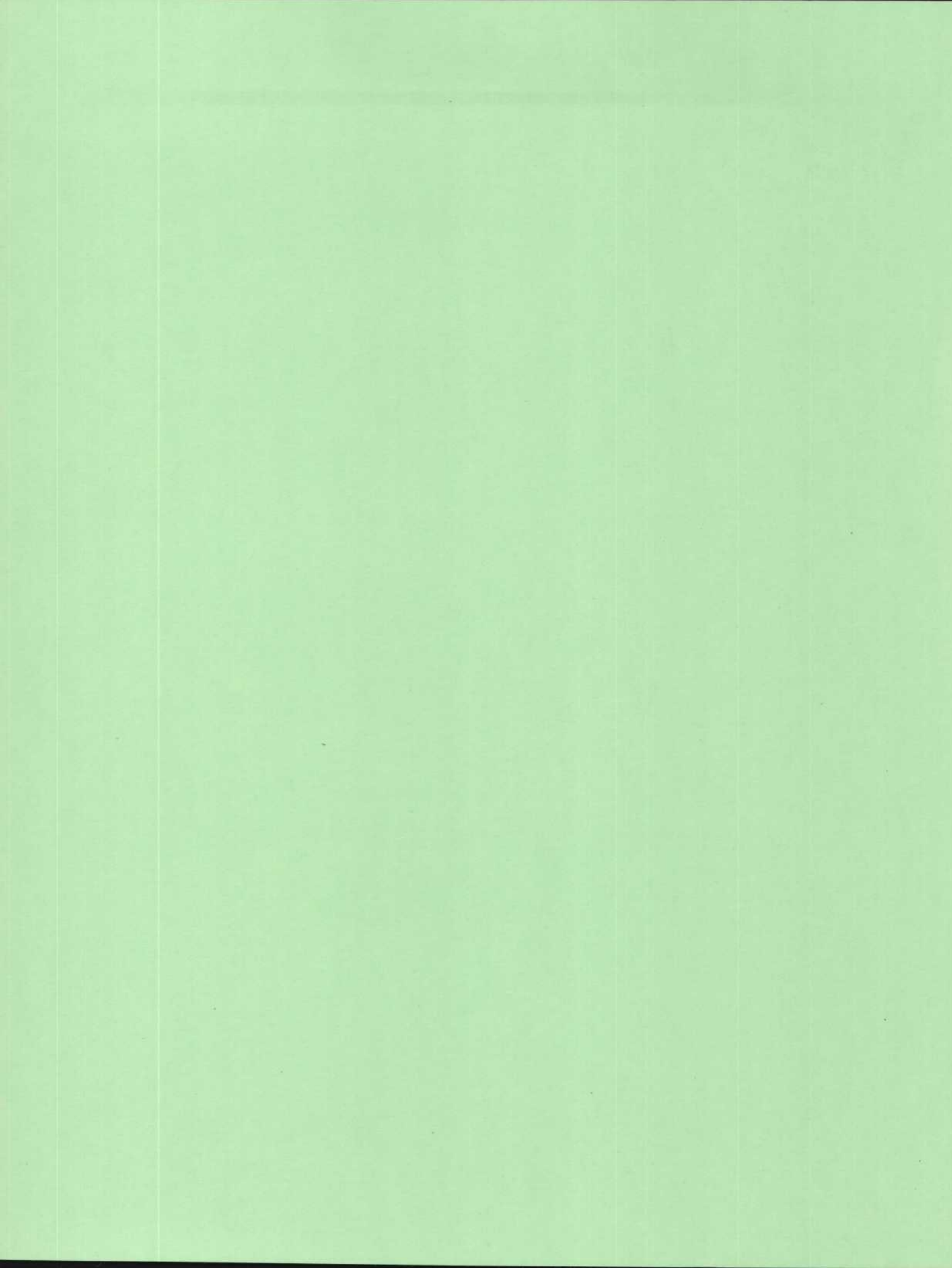
**THE CITY OF MIDLAND**

and

**MIDLAND MUNICIPAL EMPLOYERS ASSOCIATION**

**Effective July 1, 1996**

*Midland, City of*



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# AGREEMENT

## MMEA

The following Agreement between the City of Midland, Michigan, hereinafter termed the "City" and the Midland Municipal Employees Association, hereinafter termed the "Association" is recorded in written form to meet the authorization set forth in Section 15 of P.A. 379 of 1965, as amended, of the State of Michigan, for a written contract incorporating any agreement reached which now reads as follows: "A public employer shall bargain collectively with the representatives of its employees as defined in Section 11 and is authorized to make and enter into collective bargaining agreements with such representatives." This Agreement is also designed to provide for an equitable and peaceful procedure for the resolution of differences in accordance with the grievance procedure specified herein, in order to maintain and promote a harmonious relationship between the Association and the City to encourage more efficient and progressive service in the public interest.

# ARTICLE 1

## RECOGNITION

### 1. Recognition - City.

- a. The City recognizes the Association as the sole and exclusive collective bargaining agent in respect to compensation, hours, and other working conditions for employees employed in the following positions and any additional positions with a community of interest created by the City:

Account Clerk II	Electrical Inspector
Account Clerk III	Elec/Mech Maint Wkr I
Accountant	Elec/Mech Maint Wkr II
Airport Attendant	Engineering Aide I
Appraiser	Engineering Aide II
Building Inspector	Engineering Aide III
Building Maint Wkr	Housing Aide I
Clerical Aide	Housing Aide II
Clerk Staff Assistant	Housing Inspector
Clerk Typist	Library Assistant
Computer Operator/Trainer	Meter Reader
Data Entry Clerk	Meter Service Mechanic
Elderly House Staff Asst	Neighborhood Serv Officer
Office Assistant	Reference Librarian
Office Worker I	Secretary Grade V
Parking Violations Clerk	Senior Meter Reader
PC Technical Coord	Software Specialist
Planning/Housing Tech	Software Communications Specialist
Plumb/Heat/Mech Inspector	Technical Secretary
Production Assistant	Tenant Aide
Production Director	Traffic Signal Tech
Programmer I	Utility Worker I
Programmer II	Water Analyst
Programmer/Analyst	Water Plant Operator
Recreation Coordinator	Youth Svcs Librarian
Recreation Staff Asst.	

- b. A confidential employee is an employee who assists and acts in a capacity to persons who formulate, determine, and effectuate management policies in the field of labor relations. Those positions which would otherwise be considered part of this Agreement but which have been designated as confidential are as follows:

Legal Secretary/Attorney Office  
Administrative Secretary/City Manager's Office  
Asst. Admin. Secretary/City Manager's Office  
Personnel Office Asst./Personnel Department  
Personnel Technician/Personnel Department

### 2. Recognition - Association.

The Association recognizes the City Manager, or his designated representative, as the sole and exclusive representative of the City and shall meet and negotiate exclusively with such representative, except as may be otherwise specifically provided for in this Agreement. No ancillary agreement covering terms and conditions of employment or other matters made between the Association and the City shall be binding upon the City or Association unless the signature of the City's designated representative and the Association's President are affixed thereon.

## ARTICLE 2

### PERSONNEL RULES

1. **Introduction.** The provisions of subjects covered in this Agreement which are also covered by the Rules and Regulations of the Merit System Board or the City's Personnel Ordinance shall substitute entirely for any Board or Ordinance provisions for the same subject and are not in addition hereto. The provisions of this Agreement shall be applied equally and without favoritism or partiality to all employees in the bargaining unit. Neither the Association nor the City will intimidate, coerce, or discriminate against any employees because of age, sex, marital status, race, handicap, color, religion, national origin, political affiliation, Association affiliation or non-affiliation. The use of a specific pronoun referring to gender has no particular significance as it is intended to apply equally to males and females.

The City may not adopt ordinances, rules, regulations, and directives which are in conflict with the express terms of this Agreement, but may adopt same when not in conflict with the express terms in this Agreement, State and Federal laws and regulations.

Any action taken by the Employer in suspending or disciplining an employee covered under this Agreement based on Ethics Ordinance 1337, or any action taken by the Employer in applying, interpreting, and enforcing Ethics Ordinance 1337 to the employees covered under this Agreement will be pursuant to just cause as set out in Article 9, Sections 3 and 4, and the employees or the MMEA shall accordingly be able to utilize the grievance procedure as set out in Article 8.

The Employer will provide to all employees a copy of Ethics Ordinance 1337 and "The Summary - Principles of Public Service Ethics" referred to in Section 32-6 of Ordinance 1337. Any advisory opinions rendered by the Employer shall be provided to all employees, with the names of the individuals mentioned in the opinion redacted.

2. **Evaluation of Personnel.**

- a. The City shall prepare and maintain a uniform system whereby each employee shall be evaluated during the first five years of City employment and the first three years in any subsequent position. The evaluation shall be a part of the procedure having to do with promotions, demotions, transfers, salary increases and decreases, separation from service, and other personnel status changes. New hires shall be given a copy of the evaluation form and a copy of their job description and any other relevant data considered necessary by their department head so they will be aware of the position requirements and evaluation criteria. Any current employee may request at any time to have said referenced items. Changes in the evaluation form or job description shall be provided to all affected employees.

- b. All employees shall be evaluated by their department head and/or immediate supervisor according to the above stated schedule within thirty (30) days of their anniversary date on the current position.

Any evaluation not done within the time frame specified above shall not be placed in the employee's personnel file unless agreed to by the employee.

- c. After five years of City employment or three years in a subsequent position, the Department Head, the immediate supervisor and the employee shall be notified by Personnel thirty (30) days prior to the employee's anniversary date, that an evaluative meeting may be called by any of them within thirty days. Should a meeting be requested, there shall be no written communications between the department head, supervisor or employee concerning this meeting placed in the employee's personnel file.
- d. All evaluations shall indicate the evaluator's observations of the employee's particular strengths and weaknesses. Whenever a weakness is noted, the evaluator will indicate ways in which the employee may improve and what form of help the employee could expect from the evaluator. Subsequent evaluations must rate the progress or lack of progress of previously noted weaknesses.



- e. If the evaluation form is to be changed during the term of this Agreement, it shall be changed by mutual agreement of the City and the Association.
- f. The City shall instruct and train evaluators in the importance of the rating as a face to face, meaningful communications tool and as an endeavor to promote greater uniformity and standardization of the rating process.

### 3. Probationary Appointment.

- a. **Probation for Promotion.** In order that the department head may effectively participate in the selection process involved in the filling of positions covered by this Agreement by promotional procedures, there is hereby established a working test period called a probationary period. This period shall be for six (6) months from the effective date of appointment, but may be, at the discretion of the department head and with approval of the Personnel Director and the Association, extended for a longer period in unusual cases for up to a total of twelve (12) months with the reasons for the extension given to the employee.

A promoted employee who is rejected during his probationary period shall have the right to resume the position from which he was promoted whether or not that position is covered by this Agreement unless that position has been abolished. In such case, the layoff procedure as provided in Article 9, Section 1 of this Agreement shall apply. This procedure shall also apply to an employee when by choice he has elected to apply for a position in a lower classification and is rejected during the probationary period.

An employee serving a promotional probationary period shall be evaluated based on the procedures established in Article 2, Section 2, **Evaluation of Personnel**. Probationary employees shall be evaluated at the three (3) month and six (6) month stage of employment.

- b. **New Hire.**

- (1) A new hire may be released during his probationary period but only upon the recommendation of the department head with the approval of the Personnel Director. The City shall decide the ability, qualifications, aptitude, competence and capacity of a probationary employee to perform the required work. Dismissal from City service may be appealed as per the Midland Code of Ordinances, Sections 2-79 through 2-82. Any employee dismissed during his probationary period will be provided a copy of said appeal procedure by the Personnel Department.
- (2) New hires shall be required to complete the full twelve (12) month probationary period. New hires who do not complete the probationary period for any reason except because of a layoff of less than twelve (12) months, but are later again appointed to the same classification, shall again serve the full twelve (12) month probationary period. The probationary period shall not include any time served by an employee under temporary or emergency appointments.

An employee serving a new hire probationary period shall be evaluated based on the procedure established in Article 2, Section 2, Evaluation of Personnel. New hire probationary employees shall be evaluated at the three (3) month, six (6) month, nine (9) month and twelve (12) month stage of employment.

### 4. Transfer.

The transfer of an employee to or from a position covered by this Agreement shall be made as follows:

- a. The inter-departmental transfer of an employee from a position in one classification to another position in the same classification shall be called an assignment and may be made by the department head.
- b. The transfer of an employee from a position in one class to another position in the same class and at the same rate of compensation in another department shall be called an organization transfer and may be made only with the consent of the department heads involved, the Personnel Director and the employee concerned.

- c. A permanent transfer to a position in a lower class shall be deemed a demotion, and the procedure applicable to demotions, as provided herein shall apply.

## 5. Filling Vacancies.

### a. Definitions.

- (1) "Eligible" means any person whose name is on a "Re-employment Register" or "Eligible Register" for a given class or position.
- (2) "Eligible register" signifies a list of names of persons who have been found qualified, through suitable tests, for employment in positions allocated to a specific class, arranged in the order of merit.
- (3) "Permanent position" signifies any position to which an employee has been regularly appointed after serving a probationary period. Such a position involves a continuous year-round service.
- (4) "Re-employment register" means a list of names arranged in the order provided by rules established under this Agreement who have been separated from the service and who are entitled to have their names certified to department heads when vacancies in the class for which they are qualified are to be filled, ahead of those whose names are on the "Eligible Register" for the class.
- (5) "Promotion" signifies a transfer made from a lower class to a higher class involving an increase in responsibility, a change in classification title, and the application of a higher salary scale.
- (6) "Open competitive", signifies the process of developing an "Eligible Register" of persons who qualify for City employment and are currently not City employees. A person employed by the City through the "Open Competitive" process shall be considered a new hire until completion of the probationary period.

- b. **Reinstatement.** The Personnel Director shall determine if a vacancy is to be filled. If a vacancy can be filled by reinstatement, the appointing officer shall appoint a person certified to the re-employment register, if not the position shall be filled through the promotion or open competitive process.

### c. Promotion.

- (1) A "Notice of Vacancy" will be posted for one week, stating the pay range assignment and the department in which the job exists. This posting will be for transfers only. If there are three or more, they will be sent to the department head for consideration.
- (2) When establishing a register with less than three transfers, the transfers will be listed first. The list will be supplemented with the eligible register on file and these will be sent to the department head for consideration.

This process applies to full time and regular part-time. Part-time employees may transfer into full-time and part-time vacancies in the same job title without testing. All employees who transfer into full-time positions within the same job title will stay at the same rate of pay and serve a six-month probationary period.

The City agrees to utilize to the maximum extent possible the skills and talents of its employees. All positions covered by this agreement shall be filled by promotion through written merit examination. All employees deemed to be qualified as a result of the written examination may be given an oral exam.

All permanent full time City employees who may or may not be in a position covered by this agreement and who are otherwise qualified and all permanent part time employees covered by this agreement and are otherwise qualified shall be given the opportunity to apply for the promotional positions.

The names of the top three (3) or fewer certified shall be sent to the appointing officer. The appointing officer must interview these candidates.

Total certification score shall be comprised of successfully passed test score plus 1/2 point for each year of current seniority in the MMEA.

Applications, procedures, qualifications, and examination criteria and procedures shall be the responsibility of the Personnel Director and the Merit System Board. No employee serving a probationary period shall be eligible for promotion. EXCEPTION: Part-time probationary employees may apply for promotion to full-time vacancies in exactly the same position (same job classification, same department) in which they are currently working. Part-time probationary employees, if selected for the full-time vacancy, shall then serve a full six-month probationary period as a full-time employee. If the employee fails to complete the full-time probationary period, he may assume the prior position and must again serve a six-month probationary period as a part-time employee.

Part-Time Clerical Aides and Part-Time Tenant Aides are eligible to apply and compete for promotional positions within their current department after completion of their probationary period. Part-Time Clerical Aides and Part-time Tenant Aides are eligible to apply and compete for any promotional position within the Midland municipal Employees Association, after completing three years of service in their classification. Employees in these classifications are still eligible to apply and compete for other positions through the open competitive process.

All current Office Worker I incumbents are eligible for promotion to the position of office Assistant after completing one year of service at Step "E" of Range 2,

Promotion to Office Assistant will be done according to the following:

- Successful completion of a written test and performance test.
- Tests will be conducted one year after reaching Step E. If unsuccessful at that point, testing will be done every 6 months thereafter.
- Approval of Department Head, City Manager, and Personnel Director.

All employees must test from Office Worker I to Clerk Typist and Office Assistant vacancies. Office Worker I's are not eligible for transfer to other positions. All Employees must test from Clerk Typist to Office Assistant vacancies.

In case of rejection of an application for promotion an employee may appeal to the Merit System Board. Notice of all vacancies shall be posted on a bulletin board maintained in a prominent place in City Hall and circulated in each department prior to public announcement of the vacancy for a period of at least one week. In case more than one vacancy is to be filled, three (3) names shall be certified for one vacancy and one additional name for each additional vacancy. When there are fewer than three (3) names certified for promotion the vacancy may be filled on an open competitive basis to bring the register to three (3) names. The names of those employees certified for promotion shall be added to the eligible register as a number one and number two.

In the event the appointing officer does not hire any of those certified through the promotional process, after the position is filled a meeting may be called for by the MMEA or the affected employee. This meeting shall be with the employee, an MMEA representative, the Personnel Director, the rejecting department head, and the appointing officer. At this meeting the employee shall be given specific reasons as to why he was not chosen.

- d. Open Competitive.** Any position which cannot be filled by the promotional procedure specified in Section 5(a) of this Article shall be filled by the open competitive procedure.

## **6. Temporary Work Assignments.**

- a. Temporary work assignments at a higher classification on a day-to-day basis may be required to provide for vacation, illness or other operational requirements. Employees, if qualified as determined by the Personnel Director, shall be required to accept such temporary work assignments and shall receive out-of-class pay as provided in the agreement.
- b. Temporary work assignments in lateral classifications at the same pay grade may be required to provide for vacation, illness or other operational requirements. Employees shall be required to accept such temporary work assignments. Pay for work in lateral classifications shall be at the employee's regular pay grade rate and step.

- c. Temporary work assignments in lower classification also may be required to provide for vacation, illness, or other operational requirements. Employees, if qualified as determined by the Personnel Director, shall be required to accept such temporary work assignments. Pay for work in lower classifications shall be at the employee's regular pay grade rate and step.
- d. Assignments for longer than 10 working days shall be made only with the written authorization of the City Manager.
- e. Except for absences due to non-operational reasons such as sickness, vacation, or paid or unpaid leaves of any kind, no position shall be filled for more than 40 working days in one calendar year without prior consent of the MMEA. Any work assignments in a higher classification over forty days without MMEA consent will entitle the Association an amount equal to two (2) times the employee's daily rate of pay for each day or partial day of assignments over forty (40) days with a minimum of \$250.00.

# ARTICLE 3

## COMPENSATION

1. **Scope.** The purpose of this Article is to describe in detail various forms of compensation to be paid to employees. In many cases, important aspects of the benefit are described in another portion of this Agreement.
2. **Base Rate.** The following base rates become effective as of the effective date of this agreement. The annual and biweekly rates are illustrative only and payroll computations shall be based on the per hour rate. The pay plan for employees provides for pay based on service and merit. The salary range for each classification shall be divided into five steps or intervals including the minimum, or induction rate, and the maximum rate.
3. **Rate Progression.**
  - a. Pay intervals and increases shall be determined by the schedule of automatic and merit increases applied to the salary range established for each of said positions as set forth in the following manner:

Step "A" is the entrance pay step. For the first six months after appointment, the employee shall receive the rate of pay prescribed for Step "A".

Step "B" is the second step in the pay range. After completion of the first six months of service, the employee shall receive the rate of pay prescribed for Step "B".

Step "C" is the third step in the pay range. After completion of the first year of service, the employee shall receive the rate of pay prescribed for Step "C".

Step "D" is the fourth step in the pay range. After completion of the second year of service, the employee may receive the rate of pay prescribed in Step "D".

Step "E" is the fifth step in the pay range. After completion of the third year of service, the employee may receive the rate of pay prescribed for Step "E".
  - b. Pay increases provided for in Steps "D" and "E", are merit increases for which the employee becomes eligible but which are granted only on the approval of the Personnel Director. Consideration for such increases must be given at the end of the first year of service and each year thereafter until the employee reaches the maximum rate of the salary range.
4. **Part-Time Employees.** Part-time employees shall follow the same rate progression as provided full time employees. Part-time employees shall be considered to have begun their rate progression on July 1, 1979, or their date of hire as a part-time employee, whichever is later. Part-time employees shall serve the time specified in Article 3, Section 3 of the Agreement before being eligible for succeeding steps.
5. **Pay Range Assignments.**
  - a. The current job classification are assigned to the Base Rate Schedule as follows.

Range	Title
1	Clerical Aide Tenant Aide
2	Data Entry Clerk Housing Aide I Office Worker I
2a	Clerk Typist Parking Violations Clerk

3	Office Assistant Library Assistant
4	Account Clerk III Clerk Staff Assistant Elderly Housing Staff Assistant Engineering Aide I Housing Aide II Programmer I Recreation Staff Assistant Technical Secretary Production Assistant
5	Computer Operator/Trainer Meter Reader Secretary Grade V
6	Airport Attendant Neighborhood Services Officer Programmer II Recreation Coordinator
7	Building Maintenance Worker Engineering Aide II Meter Service Mechanic Senior Meter Reader Software Specialist Traffic Signal Technician Water Treatment Plant Operator
8	Engineering Aide III PC Technical Coordinator Production Director Utility Worker I Water Analyst
9	Accountant Electrical & Mechanical/Maint. Worker I Housing Inspector Planning/Housing Technician Reference Librarian Software and Communication Specialist Youth Services Librarian
10	Appraiser Electrical/Mechanical Maint. Worker II Programmer/Analyst
11	Building Inspector Electrical Inspector Plumbing, Heating & Mechanical/Inspector

- b. Employees called upon to perform work other than their own regular classification for a period of at least four (4) hours shall receive the rate of the assigned job or a \$1.00 per hour differential, whichever is lower. Employees working in higher classifications for more than ten (10) working days will be paid the higher rate. If the rate for the assigned job is used, the employee shall be paid at the same rate interval in the step of the assigned classification as that in which they are

paid in their own classification. This applies to MMEA positions only. The employee must be assigned by management and must be accomplishing work out of their classification.

## 6. Pay Policies for Status Changes.

- a. **New Appointments.** A new employee will be paid at the minimum of the approved salary range for the position to which he is appointed. In exceptional cases, the City Manager may approve an appointment at a rate above the minimum pay step for the range but not in excess of the maximum step for the range.
- b. **Promotions.** When an employee is promoted to a higher class position, if below the minimum of the new class at the time of promotion, the employee's salary will be immediately increased to the minimum of the approved range for that class or to the first step greater than his current salary if above the new minimum at the time of promotion. Part-Time employees in Grade Rates 2, 2a or 3, when promoted to full-time in Grade Rates 2, 2a or 3, shall do so at their current rate of pay.

**Re-classification.** Whenever a class or position is reassigned or reallocated to a higher salary range, the employee will be increased to the second step in the new range greater than his current pay at the time of the reclassification. The date of the increase will be effective with the date that the job evaluation committee signs the job classification form.

- c. **Demotions.** When an employee is demoted to a lower class position or his position is reallocated to a lower class, he will be paid at a rate which is within the approved range for the lower class position or the new class in which the position has been placed. The rate assigned the employee shall be the highest rate for the new class that shall not result in an increase in pay for the employee.

## 7. Certificate Bonus. Employees in positions assigned to the Water Treatment Plant who hold certain certificates granted by the Michigan State Commission of Health shall be paid one of the following sums on the first payroll in December.

F-3 Certificate	\$200
F-2 Certificate	\$400
F-1 Certificate	\$800

Employees in positions assigned to the Water Distribution Section of the Water Department who hold certain certificates granted by the Michigan State Commission of Health shall be paid one of the following sums on the first payroll in December.

S-3 Certificate	\$200
S-2 Certificate	\$400
S-1 Certificate	\$800

Employees in positions assigned to the Airport who hold certain certificates granted by the Michigan Aviation Commission shall be paid the following sum on the first payroll in December.

Asst. Airport Mgr. Cert.	\$800
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Employees in the positions assigned to the Building Department who hold the positions of Building, Electrical, Plumbing, Heating and Mechanical Inspector shall be paid a bonus that equals \$800 in the first payroll in December.

Employees in the positions assigned to Assessing holding the positions of Appraiser Grade II and Appraiser Grade III and IV shall be paid one of the following bonuses in the first payroll in December.

Appraiser Grade II	cert.	\$400
Appraiser Grade III	cert.	\$800
Appraiser Grade IV	cert.	\$800

Additional certificates can be added to the list upon the recommendation of the department head and the approval of the Union/Management Committee. Certificates that are a minimum job requirement as identified in the employee's job description will not be compensated.

**8. Volunteer Training Benefits.** The City will reimburse an employee one hundred (100) per cent of his tuition for voluntary training courses at the college graduate level completed and of benefit to the employee's job if a passing grade of "B" or better is attained and, for undergraduate level and other courses, one hundred (100) per cent if a passing grade of "C" or better is obtained. Attendance at these courses when the employee expects to seek reimbursement shall be based on budgetary considerations, recommendation of the department head and the approval of the City Manager prior to the attendance. Additional rules and regulations to implement this provision are outlined in City Administrative Regulation Number 417, implemented July 1, 1985. Such rules and regulations shall not conflict with nor reduce the benefits provided in this provision.

**9. Longevity Pay.**

- a. On the first payroll in December, all employees having completed or will have completed by December 31, either five (5), ten (10), fifteen (15), twenty (20), or twenty-five (25) years of continuous employment in a full time capacity shall receive an annual longevity payment in the following manner:

After completion of five (5) years, continuous service: Three (3) per cent of annual base pay.

After completion of ten (10) years' continuous service: Four and one-half (4 1/2) per cent of annual base pay.

After completion of fifteen (15) years' continuous service: Six (6) per cent of annual base pay.

After completion of twenty (20) years' continuous service: Seven and one-half (7 1/2) per cent of annual base pay.

After completion of twenty-five (25) years' continuous service: Nine (9) per cent of annual base pay.

- b. It is further provided that continuous service shall include an approved leave of absence with pay.



# ARTICLE 4

## JOB EVALUATION

1. **Procedure.** It is agreed that the City's established job evaluation procedure which has been used to evaluate all jobs shall continue to be used as the basis for establishing the rates for all new jobs and for measuring the extent to which the value of job may be affected by any changes which may occur in existing job duties. This established job evaluation procedure shall not be changed unless by mutual consent of the Association and the City. An official copy of the specifications for each class of positions shall be maintained in the office of the Merit System Board and shall indicate the date of adoption or last amendment of the specifications of each class, with a copy also furnished to the Association.
2. **Job Evaluation Committee.** The number of employees representing the Association on the Job Evaluation Committee shall be limited to not more than three (3) and the number of administrative representatives shall be limited to not more than three (3). As all decisions of the Job Evaluation Committee must be unanimous, either the Association or the City may elect to proceed on a job evaluation with less than their full representation on the Committee. No representative of either party shall be replaced by a temporary representative for an evaluation meeting. Every attempt shall be made to set a meeting date when sufficient representation shall be available.
3. **Creation of New Jobs.** In creating a new job, the City shall describe, in writing in a prescribed format, the job as the City wants it to be performed. The Job Evaluation Committee, from the job description, shall use the established procedure to set the proper salary rate and classification for the job. The recommendation of the Committee must be unanimous before a rate and classification can be set for a job.
4. **Changes in the Job Description.** Whenever any changes are to be made in a job description which will involve additions of the work duties of the job, or changes in class titles or class specifications, the revised descriptions shall be evaluated by the Job Evaluation Committee the same as for a new job.
5. **City Discretion.** The City will have sole discretion in determining which job descriptions will replace vacancies in Office Assistant or Office Worker I positions once the incumbent leaves the position.
6. **Arbitration.** If the Job Evaluation Committee cannot reach a unanimous agreement within thirty (30) calendar days after a request to the Association by the City for a job evaluation, the issue may be submitted to binding arbitration in accordance with the Voluntary Labor Arbitration Rules of the American Arbitration Association if the City notifies the MMEA that the job will be placed in the classification system. The City may then place the job description into the classification system and set the salary rate and classification for the job. The Arbitrator's authority is limited to making a decision as to salary rate and classification for the position. The Arbitrator's decision shall be based on the established job evaluation procedure and shall be final and binding on both parties and shall be retroactive to the date the job is placed in the classification system.

The MMEA may file with the American Arbitration Association, according to the time limits and procedure set forth in Article 8, Section 3, Step 5 of the current contract. The time limits may be extended if agreed to in writing and signed by the City Manager and the MMEA President.

All fees and expenses of the arbitrator shall be paid one-half (1/2) by the Association and one-half (1/2) by the City. Transcript costs (with legal status) for the hearing shall be borne by the party (only the City or the Association) calling for them. If both parties call for a transcript, the costs shall be paid one-half (1/2) by the Association and one-half (1/2) by the City.

## ARTICLE 5

### WORKWEEK AND HOURS OF WORK

1. **Workweek.** Any compensation set forth in the Compensation Article shall be evaluated base rates for service provided to the City by all employees covered by the Agreement. The recurring workweek shall be from 12:01 a.m. Monday to 12:01 a.m. the following Monday, except that Airport personnel shall have a recurring work week from 8:00 a.m. Sunday to 8:00 a.m. the following Sunday, and Water Plant personnel shall have a recurring workweek from 12:01 a.m. Sunday to 12:01 a.m. the following Sunday.
2. **Work Day Scheduling.** Recurring schedules with a degree of permanency of hours and days of work shall be established by department heads and approved by the City Manager. The basic schedule shall be 8:00 a.m. until 5:00 p.m. Monday through Friday. Other schedules shall provide for eight (8) hours of work for five (5) days or ten (10) hours of work for four (4) days in each recurring workweek, or an alternative schedule agreed upon by the management, union and the employee. Changes in schedules shall require at least twenty-four (24) hours' notice to the affected employees or else the call-in provisions of Section 4 prevail. Split shifts, defined as a work schedule with greater than a one hour spread between the first half and the second half of the shift, shall not be instituted unless the employee voluntarily agrees to the shift.
3. **Rest Periods.** Employees are permitted a rest period of up to fifteen (15) minutes each half day (four hours) of work. Rest periods shall be taken at times which cause the least loss of efficiency in the department.

A rest period is intended to be a recess which is preceded and followed by an extended work period. A rest period cannot be used to cover late arrival or early departure, nor may it be regarded as accumulative if not taken.

A rest period shall be taken at the work site unless permission is granted by the department head to do so otherwise.

4. **Act of God.** An employee notified by his department head not to report to work due to an act of God shall not be denied pay.
5. **Meal Periods.** Meal periods which allow an employee to be absent from his work station, if made a part of the schedule, shall be unpaid and not included in the required forty (40) hours of weekly work. Scheduled meal periods shall be one hour in length unless the employee and his department head agrees that it shall be one-half (1/2) hour. If the employee cannot be absent from his work station for meals, twenty (20) minutes in each paid eight (8) hours or major portion thereof will be allowed if and as the work schedule permits.
6. **Call-In.** An employee notified to report to work outside of the employee's established work schedule less than twenty-four (24) hours in advance, shall require that the employee be entitled to a minimum of four (4) hours, pay at the base rate of pay or pay for hours worked at overtime rates, whichever is more. An employee may be excused from call-in for justifiable reasons.
7. **Show-up Time.** When an employee is permitted to come to work without having been properly notified twelve (12) hours before the regular starting time that a full day's work does not exist, he shall receive a minimum of four (4) hours' pay during which time he shall perform such work within the department as may be reasonably assigned to him.
8. **Shift Differential.** "Shift worker" means a person entitled to receive an afternoon shift premium or a person entitled to receive a midnight shift premium.

Day shift: Any work shift that starts after 4:00 a.m.

Afternoon shift: Any work shift that starts on or after 2:00 p.m.; or four or more hours are worked between 4:00 p.m. and midnight.

Midnight shift: Any work shift that starts on or after 10:00 p.m.; or four or more hours are worked between midnight and 8:00 a.m.

Day shift premium: None.

Afternoon shift premium: .30 (thirty) cents per hour.

Midnight shift premium: .50 (fifty) cents per hour.

Overtime compensation for shift workers will be calculated at 1-1/2 the base rate, and then add in any premiums in effect at the time of overtime.

Day shift workers who work overtime before or after their regular shift are not eligible for shift premiums.

Shift premiums are paid for eligible hours and are not a part of the base rate of pay.

- 9. Odd Schedule.** "Odd schedule employee" is defined as an employee who works Saturday and/or Sunday of a work week, regardless of shift assignment, and regularly scheduled day(s) off are Monday through Friday.

For shift workers, the first day off in a scheduled work week shall be considered a Saturday, the second day off in a scheduled work week shall be considered a Sunday.

Odd schedule premium is .30 (thirty) cents per hour. Odd schedule premium shall be paid only for the regular hours the employee works on the calendar days of Saturday and/or Sunday. Employees receiving overtime rates do not qualify for odd schedule premium on Saturday and/or Sunday.

Every effort will be made to schedule odd schedule employees for a weekend (Saturday and Sunday) off once in a four week period.

- 10. Overtime.** The City, in the administration of overtime assignments, will make every effort to distribute overtime equally to employees in the same job classification within a department. Overtime hours scheduled will be on a voluntary basis. However, if the required number of employees is not obtained on a voluntary basis, the lowest seniority employees shall be required to work. Short periods of overtime required to complete a job started during a regular shift shall be exempt from this procedure.

All overtime must be assigned or authorized by the employee's supervisor or department head. Time actually worked beyond eight (8) hours in a work day or ten (10) hours in a regular four day, ten hour schedule, or beyond (40) hours in a workweek shall be compensated for at overtime rates. Each overtime hour worked shall be paid at one and one-half (1 1/2) times the base rate of pay per hour. Compensatory time off at one and one-half (1 1/2) times in lieu of pay may be authorized by the department head when such time will not seriously impair the efficiency of the department and is in accord with State or Federal statutes.

Compensatory time off shall be scheduled at the discretion of the department head, and taken off like any other leave. Compensatory time must be exhausted prior to transferring to another department or promoting into another department.

Work performed on Sunday shall be compensated at double time except for those on Odd Schedule as per Article 5, Section 9.

Work performed by an employee on a designated holiday shall be compensated at time and one-half (1 1/2) for all hours the employee works during his normally scheduled hours on the holiday. All hours worked over eight (8) on a holiday shall be at double (2) times the employee's normal rate of pay. This compensation shall be in addition to any compensation the employee would receive for not working the holiday.

- 11. On-Call.** On-call/stand-by responsibilities shall not be considered overtime but an employee shall be compensated as described for overtime, but not call-in, if called in to work. (NOTE: If called in, overtime is assumed to be authorized.) The compensation for serving each weekday, Saturday or Sunday shall be as follows:

One (1) hour of compensation per weekday on-call.

Two (2) hours of compensation per Saturday on-call.

Two (2) hours of compensation per Sunday on-call.

An employee may be excused from an on-call assignment for justifiable reasons. Employees who actually perform work from home, including any phone calls, shall be paid for all time worked or a minimum of thirty (30) minutes, whichever is greater.

12. **Residency.** There shall be no residency requirement for employees.
13. **Voluntary Shift Trade.** Employees, with the approval of the department head, may make voluntary shift changes but any trade shall not cause any City liability for overtime arising from the trade.

## ARTICLE 6

### HOLIDAYS

1. **Holidays and Holiday Pay.** The following holidays are hereby specified: New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, and Christmas Day. State and Federal election days are not to be considered holidays. All employees working a regular eight to five Monday through Friday workweek shall not be required to work on the above specified holidays.
2. Employees shall be paid at their regular base salary rate for all holidays not worked, providing, however, that they are not on an unpaid leave of absence or laid off. All holidays shall be for a twenty-four (24) hour period starting at 12:01 a.m. and ending 12:00 midnight on the declared holiday. However, holiday periods for operators at the Water Treatment plant shall be a twenty-four (24) hour period starting at 8:00 a.m. the day of the holiday and ending at 8:00 a.m. the next day.
3. When a holiday falls on Saturday, the preceding day shall be declared the holiday and when a holiday falls on Sunday, the following Monday shall be declared the holiday except for employees working schedules with normal days off other than Saturday and Sunday (odd schedule).
4. An odd schedule employee shall be allowed either to take another day off or receive pay if a holiday falls on his regularly scheduled day off. The request for the day off shall be made prior to the holiday and if approved by the department head, it shall be for eight (8) hours at the employee's base rate on the day shift within thirty (30) calendar days. Otherwise, pay for the holiday shall be for eight (8) hours at the employee's base rate.  
  
Odd schedule employees shall receive additional pay at one and one-half (1 1/2) times base rate for all time worked on their regularly scheduled shift on the holiday.
5. **Odd Schedule Easter Premium.** Odd schedule employees as defined in Article 5, Section 9, who work any hours on the Sunday commonly known as Easter shall receive additional pay at time and one-half (1 1/2) their regular hourly rate for each hour or major fraction thereof worked in addition to their regular pay for all hours actually worked during their normally scheduled hours on this day. Employees working hours during this day outside of their regular schedule shall receive pay at double time rates for each hour or major fraction thereof worked in lieu of other overtime rates which might apply.
6. **Odd Schedule Premium for Part-Time, Day After Thanksgiving.** Part-Time employees working the day after Thanksgiving shall receive the odd schedule premium for hours worked on that day.

## ARTICLE 6A

### PART-TIME BENEFITS

- 1. In-Lieu of Benefits Pay.** In lieu of any other consideration for paid vacation leave, paid sick leave, paid personal holiday and holiday pay, part-time employees who have completed the initial six (6) months of their probationary period shall be paid one dollar (\$1.00) per hour for all hours worked in addition to their normal compensation.

Effective July 1, 1997 this amount increases to \$1.05 (one dollar and five cents) per hour.

# ARTICLE 7

## LEAVES OF ABSENCE

- 1. Leaves - Generally.** No employee may be absent from his job without an approved leave. An approved leave shall be vacation leave, personal leave, sick leave, funeral leave, holiday leave, family or parental leave, military leave, special leave or a leave of absence without pay.
- a. Absence from duty without approved leave, or following an approved leave, for three (3) consecutive work days shall be deemed a resignation from the City service by the absentee; and upon a report of such absence by the department head to the Merit System Board, the absentee shall be removed from the City service and the fact of removal shall be entered in the official minutes; provided that if any time within ten (10) days the person so absenting himself shall make satisfactory written explanation to the City Manager of the cause of his absence, he may be reinstated in his position.
  - b. It is the policy of the City of Midland to provide eligible employees with family and medical leave consistent with the provisions of the Family and Medical Leave Act of 1993 ("FMLA"). Unless the provisions of this agreement specifically provide for greater leave benefit, eligible employees will be allowed up to twelve (12) weeks of leave, with or without pay, for any one or more of the following reasons:
    - (1) the birth of a son or daughter and to care for the newborn child;
    - (2) the placement with the employee of a son or daughter for adoption or foster care;
    - (3) to care for the employee's spouse, son, daughter, parent who has a serious health condition; and
    - (4) because of a serious health condition that makes the employee unable to perform the essential functions of his or her job.
  - c. To the extent an eligible employee's entitlement to family and medical leave is covered under other paid benefit plans, such as vacation, personal leave, or sick leave, the employee may take a paid leave first, rather than unpaid leave, if the employee so desires. Any portion or remainder of an employees' leave not covered by a leave policy would be considered unpaid. All leaves that qualify under the Family and Medical Leave Act, whether paid or unpaid, will be designated as FMLA leave.
  - d. An eligible employee is an employee who has been employed by the City of Midland for at least 12 months and who worked at least 1250 hours during the 12 months preceding the request for a leave.
  - e. In the event an employee requests a leave on an intermittent basis or reduced leave schedule, the employee shall provide as much notice as is reasonably possible and appropriate certification of medical necessity, or proof of the birth or adoption of a child. The City reserves the right to temporarily transfer the employee in a position that has equivalent pay and benefits and that better accommodates recurring periods of leave.

This transfer will not be governed by Article 2, Section 4 Transfer, or Article 2, Section 6 Temporary Work Assignments.
- 2. Vacation Leave.** Employees shall receive annually on January 1, the hours of paid vacation leave as shown on the following schedule to be taken during the calendar year:

### WORK HOURS OF VACATION LEAVE

One through two years of service .....	96
Three through four years of service .....	112
Five through nine years of service .....	152

Ten through 14 years of service .....	168
Fifteen through 19 years of service .....	184
Twenty years of service or more .....	200

Years of service shall be the number of full years of employment with the City to be reached during the calendar year beginning with the particular January 1st date. On each January 1st crediting date following the employee's entry to City employment, beginning with employees hired on or after July 1, 1974, whether or not the employee has completed the first six (6) months of his probationary period, the number of vacation hours credited to him shall be proportional to the number of months of the preceding calendar year of twelve (12) Months he was employed by the City. To receive credit for a month, the employee's anniversary date must fall on or before the fifteenth of that month.

- a. Even though vacation hours may be credited to him, an employee must first successfully complete the first six months of his probationary period before he may use the vacation hours. If the hours credited to him on January 1st total less than forty (40) hours, he shall be permitted to borrow the difference from the second January 1st crediting.
- b. A first year employee who has successfully completed the first six months of his probationary period, but who has not received the first January 1st crediting, shall be permitted to borrow up to forty (40) hours vacation from the first January 1st crediting date.
- c. Hours of paid vacation leave, not to exceed one hundred twenty (120) hours, may be carried over from one calendar year to the next calendar year.
- d. Vacation schedules for employees in all departments shall be developed by the department heads. Vacations may be taken at one time or spread over the year, provided that in either instance it is scheduled and approved in advance by the department head so that it does not interfere with the efficient operation of the department. Vacations may be taken in four hour increments.
- e. The employee shall be paid for any unused vacation due him for that year when he leaves the City service.
- f. An employee may receive payment for up to forty (40) hours vacation once per fiscal year with ten (10) working days notice, with funds verified by the department head. The "buy-back" will be in full day increments, paid at the employee's base wage. The employee's election shall be irrevocable written notice at the Personnel Department. Any such hours paid will not be included in any overtime consideration.

**3. Personal Leave.** An additional personal leave day (8 hours) will be given to employees effective on full ratification of this Agreement, and thereafter all full-time employees shall receive four (4) personal leave days on January 1 of each calendar year which must be used prior to the end of that calendar year. Use is subject to department head approval. An employee shall utilize personal leave days in a minimum of four hour increments.

At completion of six months' employment, but not before, employees new to permanent City service shall receive two (2) personal leave days. That employee will be credited four (4) personal leave days on each January 1st thereafter.

**Personal Emergency Leave.** To help employees meet personal emergency needs, eight (8) paid hours of time off per year will be allowed which may be used in blocks of one or more full hours. PEL must be used prior the end of the calendar year.

**4. Sick Leave with Pay.** Each employee shall be allowed ninety-six (96) working hours of sick leave with pay per year on account of illness. On each January 1 crediting date following the employee's entry to City employment, whether or not the employee has completed the first six (6) months of his probationary period, the



actual number of sick leave hours credited to him shall be proportional to the number of months he was employed by the City. To receive credit for a month, the employee's anniversary date must fall on or before the fifteenth (15th) of that month.

- a. Even though sick leave hours may be credited to him, an employee must first successfully complete the first six (6) months of his entry level probationary period before he may use the sick leave hours. If the hours credited to him on January 1st total less than forty-eight (48) hours, he shall be permitted to borrow the difference from the second January 1st crediting. Between completion of said probationary period and the first January 1st crediting, if applicable, an employee may borrow up to forty-eight (48) sick leave hours from his first crediting, or that number of hours that he has accrued on the basis of eight per month, whichever is greater. Requests for borrowing shall only be granted at the discretion of the department head and the Director of Personnel.
- b. Approval of the Director of Personnel shall be required on all requests for sick leave. Medical certification will not generally be required to substantiate sick leave absences of two (2) consecutive working days or less; however, the City may require either a medical certificate or in lieu thereof, a signed written statement from the employee setting forth the reasons for sick leave for each absence, regardless of duration, should the City have reason to believe the employee is abusing his sick leave privileges. Falsification of the medical certificate, falsely setting forth the reasons for the absence, or failure to obtain the medical certificate shall constitute just cause for disciplinary action or dismissal.
- c. Any illness or injury which prevents the employee from performing the essential functions of his or her position for five working days or more shall be designated as FMLA leave. In the event that the employee's absence extends beyond five days, the employee shall provide certification from a qualified health care provider acceptable to the City which provides the following information:
  - (1) the date that the serious health condition commenced and the health care provider's best medical judgment concerning the probable duration of the condition;
  - (2) diagnosis of the serious health condition;
  - (3) a brief statement of the regimen of treatment prescribed for the condition by the health care provider, including estimated number of visits, nature, frequency and duration of treatment, including treatment by another provider of health services on referral or order of the health care provider;
  - (4) indication of whether in-patient hospitalization is required; and
  - (5) a statement that the employee is unable to perform work of any kind or statement that the employee is unable to perform the essential functions of the employee's position.
- d. Unused sick leave may be accumulated and shall be paid as follows:
  - (1) **Limit.** An employee shall be entitled to accumulate all unused annual sick leave. All present accumulations of sick leave shall be continued.
  - (2) **Payment After Limit.** After an employee has accumulated one hundred twenty (120) days on January 1st of any year, he shall be permitted to accumulate additional sick leave days. He shall continue to earn twelve (12) days per year and those employees with more than one hundred twenty (120) days shall be paid for 75% of that year's unused days, payment shall not exceed nine (9) days in any one year. Fractions of a day will be rounded up and paid to the next 1/2 day. The remainder of days earned shall be credited to the employee's bank.
  - (3) **Payment of Unused Sick Leave.** In the event of death, retirement or job related total disability of an employee, the City will at such time pay to him, or to his estate, one-half 1/2 of his accumulated unused sick leave not to exceed eighty (80) days at his base pay in effect at such date.

- 5. Sick Leave Utilization.** An employee may utilize his sick leave allowance, upon approval of his department head and the Director of Personnel, for absence due to illness or injury of others as specified below:
- a. Sick leave may be utilized by an employee in the event of his own illness or injury or for illness or injury in his immediate family which necessitates his absence from work. The employee shall notify his supervisor or department head by telephone or messenger promptly.
  - b. An employee utilizing his sick leave for the illness or injury of a member of his immediate family may only use sick leave when it is required to provide personal care for, and/or be the primary decision maker on the medical care provided to the sick or injured family.
  - c. The term "immediate family" shall mean the employee's current spouse, child, brother, sister, parent, parent-in-law, spouses brother and sister, brother's spouse, sister's spouse, son-in-law, daughter-in-law, grandchildren, grandparent, regardless of residency, or any other relative with permanent residence in the employee's household.
  - d. An employee who has used all of his accumulated sick leave and is unable to return to work, may substitute any vacation time he has due for sick leave, if requested by the employee, for the balance of the period of disability or until all vacation has been used. Vacation leave substituted for sick leave will be treated as sick leave for all purposes concerning pay.
  - e. In addition to the provision for borrowing in Section 4 (a) of this Article, an employee may borrow additional days of paid sick leave if the employee is unable to return to work after the employee has exhausted all of his accumulated sick leave and vacation days. The number of sick leave days he may borrow upon written request shall not exceed three (3) days for each full year of employment with the City. This provision may be used on multiple occasions. Subject to the conditions above, the employee may choose to borrow once during each uninterrupted illness or disability. Any days borrowed shall be paid back from sick leave days the employee may earn after returning to the job or deducted from any compensation otherwise due the employee at termination. A additional extensions beyond those described above are not permitted. An employee who has exhausted all leave benefits may apply for an unpaid leave of absence as per Article 7, Section 10 of this Agreement.
  - f. Sick leave may only be utilized by an employee injured while working on other employment to the extent necessary, in half day increments, to make up the difference between the employee's regular base salary and all forms of compensation for lost wages received from any source arising from that injury.
  - g. An employee who is absent from work to care for an immediate family member who has a serious health condition or who is absent in excess of five (5) days because his or her own serious health condition that prevents the employee from performing the essential functions of his or her position, shall have such time off as designated "FMLA leave".
  - h. An employee injured or incapacitated in the actual discharge of duty shall receive such pay for injuries as provided for under Worker's Compensation Laws of the State of Michigan.
    - (1) In addition to the minimum amount required by law, the City shall pay to the employee an additional sum not to exceed the difference between one hundred (100) per cent of his base salary and the said Worker's Compensation payment for the first twelve (12) weeks only of disability. The maximum period of twelve (12) weeks shall be extended one week for each full year of employment with the City beyond three (3) years of employment. Additional extensions beyond those described above are not permitted. This special sick leave supplement may begin again for new disabilities only.
    - (2) Following this City paid supplement, employees may also use earned sick leave, vacation leave, or personal leave days in four (4) hour increments in addition to the Worker's Compensation payment for a total sum not to exceed one hundred (100) per cent of their base salary for any weekly period.
    - (3) Employees receiving Worker's Compensation are not eligible for Holiday Pay. Employees shall not earn vacation, sick leave, or other leave benefits not specifically permitted in this Agreement while

receiving Worker's Compensation payments only. Once the employee has used all of his approved leave, he must either receive an unpaid leave of absence as provided in this Agreement or be terminated.

- (4) **Return to Work Pool.** Employees injured on the job and medically released to work light duty shall first be accommodated within their department and then the bargaining unit, in that priority. These jobs will be of a temporary nature and not meant to replace any permanent full-time or part-time MMEA position. If no accommodation can be made within the bargaining unit, the Personnel Director may offer the employee a light duty assignment in a non-union temporary position. The Personnel Director shall determine the qualifications of the position and the employee's ability to perform the job.

**6. Funeral Leave.** It is the intent of this provision to provide emergency leave to employees to enable them to attend funerals involving their "immediate family" as defined in Section 5c. This provision shall not be construed as to permit emergency time off to attend to other personal matters connected with a funeral after the day of the funeral.

- a. In case of death in his immediate family, a regular full-time employee shall be granted a paid leave of absence of up to three (3) work days. In case of death of an employee's current spouses grandparent or an employee's current spouses brother's or sister's spouse, up to one working day of paid funeral leave of absence shall be allowed. Vacation, personal leave, sick leave or unpaid leave of absence, if available and allowed, may be taken for days beyond funeral days allowed.

**7. Parental Leave.**

- a. An employee shall be eligible to use accrued vacation time for paid leaves of absence for childbirth and child care. An employee is also eligible to use accrued sick leave. If a longer leave is desired, employees shall be granted a leave of absence, upon their request, for childbirth and child care, without pay or benefits. While an employee's benefits will be continued, an employee is required to pay the employee's portion of insurance premium in the same manner as those premiums are paid or would have been paid if the employee had continued employment. After twelve weeks, the employee is solely responsible to pay for all premiums, as outlined below. Such unpaid leave shall be termed parental leave. Approval of the Personnel Director is required prior to paid or unpaid parental leave authorization.
- b. Merit System status, seniority, City paid insurance premiums, longevity and leave benefit accruals continue to be paid or accumulated during the first four (4) weeks after the employee is on unpaid parental leave. After the first four (4) weeks on unpaid parental leave, the employee's group health insurance shall be continued for up to an additional eight (8) weeks provided the employee continues to be entitled to FMLA qualifying leave. An employee's group health insurance will continue for only as long as the employee continues to be entitled to FMLA leave.

An employee's entitlement to continued group health insurance benefits during an unpaid leave shall not exceed twelve (12) weeks. In the event that an employee's unpaid leave continues, an employee may continue on the City's group hospitalization plan for a period not to exceed six (6) months with said employee paying the premiums monthly and in advance. The employee shall have the same length of City service (plus up to four (4) weeks) upon return to leave as at the start of the unpaid parental leave.

- c. The following requirements shall apply to parental leaves:
- (1) The request for parental leave shall be submitted in writing to the Personnel Director thirty (30) days prior to the date the parental leave is to begin provided the need for the leave is foreseeable. In the event the need for the leave is not foreseeable, the employee shall provide such notice as is practical.
  - (2) In the event that both a husband and wife work for the City of Midland, the total aggregate number of weeks to which both may be entitled to for unpaid parental leave shall be twelve (12).

- d. An eligible employee's entitlement to parental leave for the care of a child following the birth or following placement as a result of adoption or foster care shall commence on the date of birth or the date of placement, whichever is applicable. In addition, an employee's entitlement to parental leave expires one year after the date of birth or placement.
  - e. An employee shall be allowed to return to his/her former position at the end of his/her parental leave unless he/she elects to take an extended unpaid leave of absence which lasts greater than twelve (12) weeks. If the employee elects to take an extended leave of greater than twelve (12) weeks and if a replacement is not necessary during the employee's absence, he/she shall be allowed to return to his/her former position at the termination of the parental leave. If a permanent replacement is necessary, the employee shall be allowed to return to the City service at the termination of the parental leave to a position of the same classification and job title if a position exists at that time. If no position is available, the employee will be placed on the eligible register for a period of two (2) years from the date of termination of pregnancy for the earliest possible replacement.
- 8. Military Leave.** Any permanent employee who is inducted into the Armed Forces of the United States, or joins the Armed Forces in lieu of being inducted under provisions of the Selective Service Act of 1940, as amended, shall be entitled to a special leave of absence without pay for the period of service. After being honorably discharged from his first tour of duty, such employee would be reinstated to his former position or one comparable to his as may be required by State or Federal Law, provided:
- a. He makes application for reinstatement within ninety (90) days after he is released from military duty or from hospitalization continuing after discharge for a period of not more than one (1) year.
  - b. He is physically and mentally qualified to perform the duties of such position if it still exists.
    - (1) If an employee is not qualified to perform the duties of such position by reasons of disability sustained during such service, he shall be placed in such other position, the duties of which he is qualified to perform, as will provide him with like status, and pay, or the nearest approximation thereof consistent with the circumstances of his case. If the employee's position has been transferred to another agency of the City, the employee shall be restored to the same position in the new department.
  - c. Any permanent employee who requests a leave of absence, not to exceed ten (10) working days, to participate in a branch of the Armed Forces Reserve Training Program shall be granted such leave upon presentation of proper documentation by his commanding officer. He shall be paid by the City the difference between the amount he received for such training and his full salary, exclusive of any amount received for meals, travel, and lodging if an authorized voucher detailing said costs is provided.
  - d. Any permanent employee who is called out on emergency duty by any of the established Armed Forces Reserve Training Units or by the Michigan National Guard shall be paid by the City the difference between the amount he receives for such duty and his salary for each day of duty not to exceed ten (10) working days per incident. However, should at any time the employee be federalized, the City's obligation under this provision would cease and the employee would be considered to be on a full-time military leave.
- 9. Special Leave.**
- a. Any permanent City employee who is called upon to perform a special outside civic activity during his regular working period may upon the recommendation of the department head and the approval of the Merit System Board and the City Council, receive from the City a sum equal to the difference between the amount received for such outside activity and the amount he would have received for full-time City employment.
  - b. An employee called upon to serve jury duty, as a witness in court on a case involving the City, or under subpoena to appear due to their position with the City, or as a pall bearer for a City employee, shall not lose pay for time off the job to perform these activities. Any compensation paid by others to the employees for these activities shall be turned over to the City. The employee shall be at work during his regular hours either ahead of or following the herein listed activities.

**10. Leave of Absence Without Pay.** All requests for leave of absence without pay shall be made in writing by the employee desiring the leave. Such requests shall set forth fully the reasons for the request of such leave, the date when such leave would begin and end, and a statement of the desire and intention of such employee to return to the service of the City at the expiration of the leave. Such request shall be transmitted to the City Manager by the department head with a statement of his approval or disapproval of the request, his plan for taking care of the work during the absence of the employee and, if necessary, his request for certification of an eligible person for appointment to the temporary vacancy. No leave of absence shall be effective until formally requested as stated above and approved by the City Manager and the Merit System Board, except that when leave of absence is made necessary through sudden illness or injury or as a result of military service with the State of Michigan or the United States of America, the department head may grant such leave without a signed statement from the employee; and the approval thereof, if given by the City Manager and the Merit System Board, shall be retroactive.

- a. A leave of absence shall be granted for a physical or mental disability substantiated by medical certification for up to six (6) months renewable in six (6) month increments or less, for up to two (2) years. Medical certification shall be considered sufficient if the certification complies with the requirements of paragraph 4c of this Article. The City, in its discretion, may require a second medical opinion at its expense. If the opinion of the City's health care provider differs from the employee's health care provider, then the City may require the employee to obtain certification from a third health care provider that would be jointly approved by the City and the employee. The expense of a third health care provider will be borne by the City and that decision will be considered final and binding.
- b. An employee who has been on an unpaid leave of absence for twelve (12) weeks or less, and reports back to work at the expiration of such leave shall be reinstated to his former position. If the employee has been on a leave which extended beyond twelve (12) weeks, and if a permanent replacement has not been necessary during the employee's absence, he or she shall be allowed to return to his or her former position at the termination of the leave of absence. If the leave has extended longer than twelve (12) weeks, and if a permanent replacement has been necessary, the employee shall be allowed to return to City service at the termination of the leave of absence to a position of the same class if such position exists at that time. In any case where the position formerly filled by an employee on an unpaid leave has been discontinued because of lack of funds or lack of work, the employee shall be allowed to return to a position of the same class or less by exercising his or her bumping rights. If no position is available, the employee will be placed on the eligible register for a period of up to two (2) years from the date the leave commenced.
- c. A leave of absence may also be granted for good cause. The following causes may be deemed proper: temporary physical disability, study or training of value in connection with the service being rendered to the City. Requests for leave shall not be granted to permit an employee to take employment outside the City service except temporary military service or military service for an indefinite period of time in case of war or civil insurrection.
- d. In these circumstances a temporary may be employed immediately and for as long as the vacancy exists.
- e. Time spent on an unpaid leave of absence of over four (4) weeks shall be deducted from an employee's service credit in determining vacation and sick leave or longevity benefits.
- f. Except as otherwise provided within this Article, unpaid leaves of absence will not be granted until all vacation, sick leave (if leave of absence is due to illness or injury), and personal leave has been used. This does not apply to FMLA leaves of absence.

# ARTICLE 8

## GRIEVANCE PROCEDURE

- 1. Union-Administration Meetings.** Special meetings to discuss and dispose of problems, newly arisen or not specifically included in the Agreement, may be held whenever mutually agreed to between the officers of the MMEA and administrative representatives subject to the following stipulations:
- a. The MMEA will present their items for the written agenda to the Personnel Director at least forty-eight (48) hours in advance of the meeting.
  - b. Only items on the agenda will be discussed.
  - c. Meetings should not be regularly scheduled and should not be held more frequently than once each month.
  - d. In meetings held during working hours, the MMEA may be represented by the President and three other MMEA officers. The names of the MMEA officers who will be attending the meeting shall be submitted along with the written agenda information.

Issues or subjects discussed or resolved at the Union-Administration meetings shall not be binding, establish policy, or recognize past practice until agreed to in writing as provided for in this agreement under Article 1, Section 2 -- Recognition-Association.

- 2. General Provisions.** The City and the Association agree that this grievance procedure is structured to provide an expeditious and harmonious procedure for resolving grievances. A grievance shall be defined as any dispute regarding the meaning, interpretation, application, or alleged violation of the terms and provisions of this agreement, or a rule, regulation or directive of the City. The grievance procedure provided herein shall be the exclusive remedy to be used by a grievant and the City for resolving grievances.

All time limits in the grievance procedure may be extended by mutual agreement of the City and the Association in writing.

In the event the City fails to reply to a grievance at any step of the procedure within the specified time limit, the employee or the Association may process the grievance to the next step. In the event the employee or the Association does not file or appeal a grievance from one step to another within the time limits specified, the grievance shall be considered as settled on the City's last answer.

A grievance can be started by either an employee or the Association. Any grievance initiated by the Association shall state the employees or positions allegedly grieved. The Association shall be notified of any grievance filed by an employee. An individual employee shall have the right to have counsel of his or her choice present during any step of the grievance procedure, suspension or discharge.

The grieving employee and one representative of the Association, if chosen to participate, shall not lose pay for time off while involved at any step of the grievance procedure in meetings at which supervision or City representatives are present.

### **3. Grievance Procedure.**

**Step 1.** Any employee with a grievance pertaining to his employment with the City should present a written grievance within ten (10) working days after he learns of the occurrence to his immediate supervisor. The immediate supervisor shall give a written response within ten (10) working days. If the grievance cannot be satisfactorily resolved, then the grievance procedure outlined below shall be followed. All written grievances should contain the following information.

1. Name of the employee grieving.
2. What happened.
3. Where it happened.
4. When it happened.
5. What section of this Agreement has allegedly been violated.

6. What adjustment is requested.
7. Date verbally discussed with supervisor.

**Step 2.** The MMEA grievance committee shall present the grievance in writing to the department head in an attempt to reach an agreement within ten (10) working days after conclusion of the preceding step. The aggrieved employee, one grievance committee member and the Association president will be allowed reasonable time off without loss of pay to discuss the grievance. The department head shall respond in writing within ten (10) working days. If no agreement can be reached, then Step 3 of this procedure should be followed.

**Step 3.** If not resolved in Step 2, the grievance may be taken up with the Personnel Director by the MMEA. This must occur within ten (10) working days after the decision is made in Step 2. The Personnel Director will give his written reply within ten (10) working days. If the grievance cannot be resolved at this stage the Association may process the grievance to Steps 4 or 5.

**Step 4.** If the decision of the Personnel Director is not satisfactory, the grievance may be referred by the Association to a joint Union/Administration meeting as the only item on the agenda. The joint Union/Administration committee shall have up to thirty (30) days to work at finding a solution to the grievance. If the grievance cannot be resolved at this stage, the Association may process the grievance to Step 5.

**Step 5.** If a solution cannot be reached in Step 3 or, if utilized, Step 4, the grievance may be appealed by the Association. This appeal must be made within the time limits set forth in subsection (a) and (c) below after the decision of the Personnel Director. In no case will the appeal be heard by both arbitration and Merit System Board except as permitted by paragraph c. (3) under the Merit System Board.

A request for arbitration presented to the Personnel Director shall not constitute a submission to or demand for arbitration except as described in subsection a. (1) below.

**a. Arbitration by the American Arbitration Association.**

- (1) The grievance shall be submitted to the American Arbitration Association in accordance with the Voluntary Labor Arbitration Rules, as amended from time to time. The grievance must be submitted under a demand for arbitration and be sent to AAA by certified mail, with a copy of the mail receipt and arbitration demand to the Personnel Director within ten (10) calendar days of the conclusion of Step 3 or, if utilized, Step 4.
- (2) The jurisdiction of the American Arbitration Association shall be limited to grievances.
- (3) All decisions of the American Arbitration Association shall be final and binding upon the City, the Association, and its members, the employee or employees involved.
- (4) The American Arbitration arbitrator shall have no power to alter or modify any terms of this Agreement, supplemental agreement, or any rule, regulation or ordinance.
- (5) All fees and expenses of the arbitrator shall be paid one half (1/2) by the Association and one half (1/2) by the City.
- (6) Transcript costs (with legal status) for the American Arbitration Association hearing shall be borne by the party (only the City or the Association) calling for them. If both parties call for a transcript, the costs shall be paid one half (1/2) by the Association and one half (1/2) by the City.

**b. Arbitration by Other than the American Arbitration Association.**

- (1) Upon appeal to arbitration, the parties may mutually agree on an arbitrator of their choosing without utilizing the American Arbitration Association lists. Should such agreement be reached within five (5) days of the decision to appeal, the Personnel Director shall be commissioned to contact the arbitrator and request a date for hearing the grievance.

**c. Merit System Board.**

- (1) The grievance shall be submitted in writing and must be received by the Merit System Board within thirty (30) calendar days following the reply of the Director of Personnel.
- (2) The full Merit System Board, on receiving the grievance and deciding that they can render a decision that is within its jurisdiction or authority under this Agreement, shall issue a final decision that is binding on the City and the Association and all of the parties involved within twenty-one (21) calendar days.
- (3) If at the end of the twenty-one (21) calendar days, the Merit System Board has not issued a final decision, the grievant may appeal to the American Arbitration Association as outlined in "A" above based solely on the record established up to and including Step 3, the Director of Personnel in the appeal procedure.
- (4) The Merit System Board shall have no power to alter or modify any terms of this Agreement, supplemental agreement, or any rule, regulation or ordinance.
- (5) Transcript (with legal status) costs for the Merit System Board hearing shall be borne by the party (only the City or the Association) calling for them. If both parties call for a transcript the cost shall be paid one half (1/2) by the Association and one half (1/2) by the City. Transcripts prepared by City personnel called for by the Merit System Board shall be furnished by the City as covered by Section 2-59 of the City Code of Ordinances, a copy of which shall be provided to the City and to the Association.

**d. General Condition of Appeals to Arbitration or the Merit System Board.**

- (1) The aggrieved employee, the Association President, and one member of the grievance committee will be allowed time off without loss of pay while attending the arbitration hearing. The expenses, wages and other compensation of any outside counsel or witnesses, representing or appearing at any step of the Appeal Procedure, shall be borne by the party employing the counsel or by the party calling the witness.
- (2) If a dispute involves allegations of the City actions which resulted in a loss of compensation and the City's actions are determined to be incorrect, the arbitrator may rule that all of the lost compensation be restored.

The arbitrator shall use normal hours as scheduled when restoring lost compensation. The City is responsible for lost City paid compensation only and shall incur no additional liabilities. The restored lost compensation ordered shall be reduced by the amount of any unemployment compensation received for the period and any City compensation paid during the period.



## ARTICLE 9

### EMPLOYEE LAYOFF, TERMINATION OR SUSPENSION

1. **Lay-off.** Whenever it is necessary, as determined by the City, to lay-off employees due to lack of work or funds this procedure shall be carried out by the Director of Personnel, and reviewed by the Merit System Board to assure that the process used to accomplish the task is done according to the agreement. All layoffs or reductions shall be addressed to:

The types of activities to be curtailed;

The class of positions to be affected;

Classification seniority (time in Classification).

A laid-off employee may exercise his bumping rights according to the following process:

- a. The City shall maintain and post a MMEA seniority list of MMEA members which shall be updated on April 1, and October 1.
- b. Employees laid off shall be allowed to bump a less senior employee in an equal or lower classification within this bargaining unit. A part-time employee cannot bump a full-time employee. Employees bumping into an equal or lower classification must meet the minimum qualifications of the job as prescribed in the job description and within 30 days present proof that they have satisfied or can within the 30 calendar days satisfy the requirements of the new position. An employee meeting all requirements except a mandated license shall meet the license requirements of the job description within six months, provided that State or Local laws allow the employee to work without a license.
- c. Employees to be laid off shall be given at least 10 working days notice prior to the action. At the time this notice is given, employees on the bumping list will be notified through the MMEA President of the action which is pending. Employees will be notified of layoff by the Director of Personnel, as soon as is practical after the previously affected employee announces his intent. An employee will notify the Personnel Director of his intentions to bump or be laid off within five (5) working days of being notified that he is being displaced.
- d. An employee laid off shall be placed on the appropriate reemployment register for a period of five years from the day of notification.
- e. An employee laid off shall keep his address and telephone number current with the City Personnel Department. An employee shall be notified to report to work by registered letter with a copy to the MMEA President and must, within 15 calendar days of the date the letter is sent, accept employment. If the laid-off employee does not respond within the 15 calendar days or refuses the offer of employment of the same position description from which he was laid off, he shall be considered to have voluntarily terminated employment with the City. Full-time employees shall not be required to accept part-time employment and part-time employees will not be required to accept full-time employment.
- f. Employees who bump into a classification which they have previously held need not test for the position. Employees bumping into a different classification must, during the second calendar month on the job, on a day agreeable to the Personnel Director and employee, satisfy the testing requirements of the new position. The employee shall be allowed one attempt at the test requirements. If he fails, he shall maintain his bumping rights.
- g. Should an employee's original position be reinstated and said employee is on the re-employment register, he shall have the first opportunity to the position as provided in this agreement if he is the most senior employee.

- h. A laid off employee has the right to test promotionally for any other job, for which he is qualified, within the bargaining unit. If the employee takes a job in a higher classification than originally laid off and then completes his probationary period, his name shall be removed from the original reemployment register. If the employee takes a job in a lower classification than originally laid off, his name shall be maintained on the reemployment register for the original job.
  - i. Laid off employees shall be recalled based on the inverse order of layoff, provided the employee is on the appropriate reemployment register.
  - j. For lay off purposes only, part-time employees will be given half (1/2) credit for each year's service in the City.
  - k. Employees accepting positions within the City outside the MMEA, except for layoff, shall have no bumping rights in the MMEA after successfully completing their probationary period.
- 2. Resignation.** An employee resigning from his position whenever possible shall give sufficient advance notice of his intention to enable the City to make proper provision for the filling of the position. At a minimum, this shall be ten (10) working days. Any employee failing to give such proper notice shall be considered as having left the service not in good standing. All resignations shall be in writing and filed with the department head and the Director of Personnel.
- 3. Disciplinary Actions.** No employee shall be disciplined without just cause. The specific grounds forming the basis for a written reprimand, suspension or discharge will be made available to the employee in writing at the time of disciplinary action. An employee shall be entitled to have present the most readily available representative of the grievance committee or an officer of the Association during any meeting in which he shall receive a written reprimand, suspension or discharge. When a request for such representation is made, no disciplinary action shall be taken with respect to the employee until such representation is available.

Any corrective action taken against the employee shall be done in private whenever practical.

- 4. Suspension and Discharge.** Suspensions are temporary separations from City service for disciplinary purposes where the cause is not sufficiently grave for dismissal. Any employee may be suspended by the department head without pay for a period of up to thirty (30) working days.

A discharge is the permanent separation from City service where the cause is sufficiently grave to warrant dismissal.

- a. For suspensions of greater than three (3) working days or for discharge, the department head must have written concurrence of such action from the City Manager or his designated representative.
  - b. In cases of suspension without pay or discharge, the City shall provide the employee and the Association in written form notification of action to be taken and the reasons for the action.
  - c. In the case of a dispute concerning the discharge or suspension of an employee the grievance may be filed by the Association directly to arbitration as specified in Article 8, Section 3, Step 5 -- or to Step 4 of the grievance procedure; with a copy to the Personnel Director within ten (10) calendar days of receipt of the written notification of discharge or suspension.
- 5. Ban on Rehire.** An employee separated from the City service through suspension or dismissal may be hired by the City in another capacity on a temporary or permanent basis after it has been approved in writing by the City Manager.
- 6. Outside Employment.** When any outside employment carried on by any employee is in conflict of interest to the City service, the department head will first report the same to the involved employee and then, if there is no cessation of such conflicting outside employment, to the Personnel Director. If the Personnel Director decides that such outside employment is in conflict with the City service, the department head may order the outside employment discontinued.

The employee shall follow the prescribed Grievance Procedure under Article 8 in cases where the Personnel Director and the department head's decision is not acceptable to the employee.

If the Grievance Procedure has been followed and it is found the employee's outside employment is in conflict of interest, then and only then, can the employee be forced to discontinue the outside employment, or be suspended or discharged if the outside employment does not cease.

## ARTICLE 10

### INSURANCE

1. **General.** All employees who normally are scheduled to work thirty (30) hours or more per week shall be entitled to insurance benefits.
2. **Life Insurance.** Each employee who has successfully completed his probationary period as a new hire shall be provided with a life insurance policy in amounts predetermined by his annual base salary. This policy shall be a term life insurance package for which the City will pay one hundred per cent (100%).
  - a. **Amounts of Life Insurance.** The amount of life insurance coverage for each employee as determined by his annual base salary shall be as follows:

Salary	Term Life	Accidental Death and Dismemberment
\$ 7,000	\$ 9,000	\$ 9,000
7,000 - 9,000	12,000	12,000
9,000 - 11,000	15,000	15,000
11,000 - 13,000	18,000	18,000
13,000 - 15,000	21,000	21,000
15,000 - 17,000	24,000	24,000
17,000 - 19,000	27,000	27,000
19,000 - 25,000	33,000	33,000
25,000 - 31,000	39,000	39,000

- b. **Duration.** The City's responsibility for making life insurance premium payments ceases upon termination and shall also cease after four (4) weeks of an approved unpaid leave of absence unless the employee arranges for continuing the insurance by paying the full cost each month to the City prior to the monthly billing for said insurance. For employees receiving Worker's Compensations benefits, the City's responsibilities for making life insurance premium payments continues for up to two years from the time Worker's Compensation payments begin, even though termination occurs. Insurance premium payments shall continue for an employee while the employee is actively participating in a qualified retraining program which is intended to prepare the employee for achieving a different work occupation. Thereafter, arrangements for continuing the insurance by employee payment as described above may be made.
3. **Health Insurance.** The City shall provide the following health and hospitalization insurance for employees effective 30 calendar days after the date of hire:

Blue Cross/Blue Shield Medical Traditional 90/10 with ML riders and certificates: FC, SD, COMP, D45NM, BMT, SOTPE, SAT2, ICMP, HCB1, PSG, VST, CNM, CNP, FAERC, ML, RPS, RM, MMC4, MMCPD, PREF RX, PDCR3, MOPD, BC65, GCPD, BS1, MM65, MMCPD, COB3, GPCST2, MM65AL, MMCPDC, PTB, ASFP, XTMJ, MMXTMJ, SUBRO2, RDC, HMN, GLE-1, TSA, RAPS, NC, RAPS2, GCO, ESRD, CC, CLC.

During the life of this agreement, if average premiums should increase to an amount higher than the following maximum premium increase guidelines, the difference shall be paid by the employees on a proportional basis through payroll deduction or the Union will assume responsibility to structure this BC/BS traditional Medical care coverage to stay within the maximum premium increase guidelines.

For contract year 1996-1997, if the cost to the City is less than a 10% increase per insured unit over the current \$4,475 per insured unit, any amount between \$4,920 and \$4,475 shall be pooled and shared evenly by the participating employees. Only for 1996-1997 year, this payment shall be paid to the employees the first payday in August, 1997. This employee sharing of savings applies to contract year 1996-1997 only. For contract year 1997-1998, the City agrees to pay the full premium for this plan providing the cost per insured unit doesn't exceed \$5,265. For contract year 1998-1999, the City agrees to pay the full premium for this plan providing the cost per insured unit doesn't exceed \$5,500.

Union agrees to \$3.00 per pay pre-funding for all full time employees' retiree health insurance. The City and MMEA agree:

- The City will establish a trust fund with oversight committee
- Trust fund moneys used for those retiring after December 1, 1995 only
- The City will provide a quarterly report of fund to secretary/treasurer of MMEA
- Employees leaving city employment prior to retirement shall be reimbursed his/her contributions plus interest
- At the time that the trust fund exceeds the City's current liability, contributions will cease

Employees hired on or after July 1, 1996 will be eligible for continued medical insurance coverage when they retire from the City, providing they pay 50% of the premium. The City will pay the other 50%.

- a. **Annual Buy-Out:** Prior to July 1 of each year, employees may opt out of City health insurance. The employee must provide proper documentation that he/she is covered by alternative health insurance. Payments are made in December and June, after the employee stays out of the group as follows: \$750.00 for opting out of family or double coverage; \$375.00 for single coverage.
- b. **Duration.** Except as otherwise described in this Article, the City's responsibility for making health insurance premium payments ceases upon termination and shall also cease at the start of an approved, unpaid leave of absence unless the unpaid leave of absence is considered an FMLA qualifying leave of absence within the meaning of Article 7, Section 1b. In the event that the unpaid leave of absence is considered an FMLA qualifying leave of absence, the City is responsible for making health insurance premium payments for up to twelve (12) weeks. Payments shall cease when the employee is no longer entitled to the "FMLA qualifying leave". During any leave of absence, the employee must make arrangements to pay employee contributions towards insurance at the same time and in the same manner that the employee would make contributions had employment continued. If an employee wishes to continue insurance coverage once the employer's obligation to make premium payments ceases, the employee must make arrangements to continue the insurance by paying the full cost each month to the City prior to the monthly billing for said insurance.

For employees receiving Worker's Compensation benefits, the City's responsibility for making health insurance premium payments continues for up to two (2) years from the time Worker's Compensation payments begin, even though termination occurs. Insurance payments shall continue for an employee while the employee is actively participating in a qualified retraining program which is intended to prepare the employee for achieving a different work occupation. Thereafter, arrangements for continuing the insurance by employee payments as described above may be made.

- c. **Retirees.** Retired employees, their spouses and dependents health insurance premiums shall be paid by the City in accordance with the following terms, providing however, in the event of divorce or remarriage of the spouse, the City's obligation to pay premiums for the spouses insurance will cease.

For employees who retire after November 5, 1990, in the event of the death of a retired employee who had selected a survivor option from the pension system, the employee's spouse and any dependents shall be eligible to be included in the City's group health insurance plan with the City's contribution percentage equal to the particular status category as provided herein, that the retired employee would be in if his death had not occurred. (Spouse of record is spouse at time of retirement - hereinafter referred to as "spouse").

Upon retirement, retirees will be enrolled in the Comprehensive Master Medical plan available at time of retirement. The City will pay 100% of the premium for retiree, spouse and family.

- d. All retirees now joined with the M.E.R.S. hospital and Medical Insurance Plan shall continue and the premiums will continue to be deducted from their retirement benefits. The City will reimburse the retiree for the amount of the City's contribution. Retirees obtaining medical coverage under the City's insurance will continue to be invoiced for their share, if any.
  - e. **Divorce.** In the event of a divorce, the City's obligation to pay the premiums for the spouses insurance will cease.
  - f. **Deferred Retirement.** An employee taking a deferred retirement and electing to remain in the City's hospital and medical program shall pay the full cost of the premium, in advance each quarter. At such time as an employee on a deferred retirement starts receiving retirement benefits, the provisions outlined in 3(g) shall apply.
  - g. **Disabled Employees.** An employee, permanently disabled as the results of a service connected injury, shall have his health insurance premiums, for himself, his spouse and his dependents, fully paid by the City in accordance with the terms of the CMM Plan referred to in the Agreement.
  - h. **Death Due to a Duty Injury.** If an employee is fatally injured in the line of duty, the City shall continue to pay the premiums for CMM health insurance for his spouse and dependents in accordance with the terms of CMM Plan insurance referred to herein; providing, however, that such obligation to pay the insurance premiums on the spouse shall cease should she remarry.
  - i. **Non-Duty Injury Resulting in Death.** When an employee dies, his spouse and dependents may not further participate in the City's hospital and medical program except as provided in Section 3(l). The spouse shall, however, have the opportunity to have an individual policy issued under the CMM/CIGNA contracts without a medical examination. The spouse shall pay the full cost of the premiums for such individual policy.
  - j. **Definition of Dependent.** A dependent is defined as anyone who qualifies as a dependent under the provisions of the Internal Revenue Act.
  - k. **Medicare Requirement.** Any employee or dependent receiving health insurance benefits from the City is required to make timely application after notification by either the City or the insurance carrier for Medicare coverage under Federal Social Security.
4. **Dental Insurance.** The City shall provide each permanent full-time employee with dental insurance through the Delta Dental Plan of Michigan with the following plan specification.

Class I Benefits	Delta	Employee
Diagnostic	100%	0%
Preventive	100%	0%
Emergency Palliative	100%	0%
Radiographs	50%	50%
Oral Surgery	50%	50%
Restoration	50%	50%
Periodontics	50%	50%
Endodontics	50%	50%

<b>Class II Benefits</b>	<b>Delta</b>	<b>Employee</b>
Prosthetic Appliances	50%	50%
<b>Class III Benefits</b>	<b>Delta</b>	<b>Employee</b>
Orthodontics	0%	100%

Maximum Contract Benefit - \$600 per person total per contract year on Class I and Class II Benefits.

Any increase in cost of the dental plan will be considered as part of the next negotiated wage and benefit package.

## ARTICLE 11

### ASSOCIATION ACTIVITIES

- 1. Officers and Representatives.** An Association officer or representative shall be allowed reasonable time off during working hours with notice to his department head without loss of pay to conduct negotiations and handle grievances at any meeting attended by the exclusive representative of the City.

For the purpose of representation, the Association shall be entitled to appoint a representative who shall restrict his activities to the handling of grievances or other legitimate union business, and in this connection shall be allowed a reasonable amount of time for this purpose. However, the City is under no obligation to pay representatives when they are not scheduled to work.

- a. The Association shall designate to the City, in writing, the officers and the grievance committee representatives who shall be responsible for handling grievances. This shall occur within ten (10) days of any change in Association representation.
- b. The Association, during contract negotiations, may be represented by employees in the bargaining unit, the number not to exceed five (5). There shall be no more than one (1) employee on the Association bargaining committee from any one City department. However, if the Association desires to have more than one (1) employee from any one City department on its bargaining committee, the City shall determine when bargaining will occur.

- 2. Merit System Board Nominations.** The Association shall have the right in joint action with other collective bargaining agencies of the City government having this provision in their agreements to put forth exactly three (3) names of qualified individuals for the City Councils consideration as a member of the Merit System Board. The list shall be presented within ten (10) calendar days of a written notice whenever a vacancy in the position designated as the employee representative should occur, signed by the Presidents of each of the collective bargaining units. Individuals names shall each meet the qualifications of Section 2-51 and 2-54 of the Midland Code of Ordinances. When the City Council considers an appointment to fill such a vacancy on the Merit System Board, it shall select one (1) individual for Merit System Board membership from the three (3) names submitted by the City's collective bargaining agencies. Failure to provide a list as required shall void the rights contained in this section. The list, if in order, shall be transmitted to the City Council and placed on their agenda at the first opportunity following its receipt.

- 3. Use of City Facilities and Equipment.** The Association may use City facilities for meeting during off duty hours following normal procedures for use of said facilities. The Association may also use City typewriters and copying equipment during scheduled meal and rest periods. The Association shall pay for the cost of supplies and materials incidental to such use. The Association shall be responsible for the proper operation of all such equipment.

# ARTICLE 12

## FINANCIAL RESPONSIBILITY

### 1. Agency Shop

- a. The parties recognize that all employees covered by this Agreement should pay their fair share of the cost of negotiation and administering the Agreement. It shall be a continuing condition of employment that all employees covered by this Agreement shall either maintain membership in the Association by paying the Association's uniform dues, fees and assessments, or shall pay to the Association a collective bargaining service fee equal to the Association's dues and/or assessments for the cost of negotiations and administering this and succeeding agreements.

Any employee who is not a member of the Association in good standing or who does not make application for membership within thirty (30) days from the date of employment shall, as a condition of employment, pay to the Association a collective bargaining service fee equal to the Association's dues and/or assessments for the cost of negotiating and administering this and succeeding agreements.

- b. Any employee who has failed to either maintain membership or pay the requisite Association fee shall not be retained in the bargaining unit covered by this Agreement; provided, however, no employee shall be terminated under this Article unless:
  - (1) The Association has notified the employee by certified letter to his address last known to the Association spelling out that he is delinquent in payment of dues or fees, specifying the current amount of delinquency, and warning the employee that unless such amount is tendered within ten (10) calendar days, he will be reported to the City for termination from employment as provided for herein, and,
  - (2) The Association has furnished the City with written proof that the foregoing procedure has been followed or has supplied the City with a written demand before that employee will be discharged for failure to conform to the provisions of this Article. The Association shall provide to the City, an affidavit form signed by the Association President, a certification that the amount of delinquency does not exceed the collective bargaining service fee including, but not limited to, the cost of administering and negotiating this and succeeding agreements.

### 2. Dues Deduction.

- a. The City shall collect Association dues on a monthly basis from all employees who have executed an Authorization for Check Off of Dues Form as provided for by the Association. Authorization for such deductions shall be ongoing from year to year unless revoked by the employee in writing to the Association. The Association shall provide the City with a copy of the authorization form before deductions from an employee by payroll deduction shall begin.
- b. The Association shall certify in writing to the Personnel Director, at least annually, or twenty (20) working days prior to the date of the first deduction, the amount of dues or fees to be deducted by the City and that said service fee shall include only those amounts permitted by this agreement and by law.
- c. The City shall deduct from the second pay of each month the authorized Association dues for said month and shall promptly remit same to the President of the Association. The City shall furnish the President of the Association a list of all employees of whom deductions have been made. The City shall not be responsible for making refunds.
- d. The City shall continue to deduct monthly Association dues at the rate in force during the term of this Agreement until officially notified of a change by the President of the Association who is the sole authorized representative of the Association for the purpose of certifying the amount of said change. Any change in the rate of monthly dues shall be made by the Association President in writing to the Personnel

Director and shall be effective no later than thirty (30) days from receipt of the request by the Personnel Director. No more than two (2) changes in the rate of monthly dues shall be allowed during any contract year.

- e. The Association agrees to indemnify and save the City harmless against any and all claims, suits and other forms of liability that may arise out of or by reason of action taken in reliance upon such individual authorization forms or by reason of the employer's compliance with the provisions of this Article.

In the event of any of the foregoing, the City agrees to provide timely notice to the Association of any such claim, suit, or other cause of action filed against the City. The Association shall have the right to select its own legal representation for the purpose of fulfilling its responsibilities under the terms of this article.

- f. Employees paying the service fee provided for herein or whose service fees have been deducted by the employer from their salaries may object to the Association to the use of the service fee not permitted by law.

## ARTICLE 13

### NO STRIKE - NO LOCKOUT

1. **Work Stoppages.** There shall be no picketing, strikes, concerted failure to report for work, slowdowns, or stoppages of work, nor any lockouts.
  - a. **Responsibility of the Bargaining Unit.** In the event of a strike, work stoppage, picketing, or other curtailment, the Midland Municipal Employees Association shall immediately instruct the involved employees in writing that their conduct is in violation of the contract and that they may be disciplined up to and including discharge and instruct all such persons to immediately cease the offending conduct.
  - b. **Right to Discipline.** The City shall have the right to discipline up to and including discharge, any employee who is responsible for, participates in, or gives leadership to any activity herein prohibited.
  - c. If, during the course of this agreement, a Federal or State law is enacted which modifies Article 13, the City and the Association agree to recognize the applicable Federal or State law.
2. **Work by Employees.** The Association agrees to exert every effort in its power to cause employees, individually and collectively, to perform and render legal and efficient work on behalf of the City.

## ARTICLE 14

### RETIREMENT

1. The City shall provide the B-3 Plan of the Municipal Employees Retirement System program with benefits E, E-1, and E-2, waiver of 47 (f) and "F-55-20" from July 1, 1988 through the life of this agreement.
2. Effective July 1, 1994, the City shall provide the B-4 Plan of the Municipal Employees Retirement System program with benefits E, E-1 and E-2, waiver of 47(f) and "F-55-20" for the life of this agreement.
3. From contract implementation through June 30, 1998 any employee may request the buy-back of governmental seniority time from the City of Midland for retirement benefits only. The total cost will be borne by the employee in a lump sum payment.
4. Effective July 1, 1997, the City shall provide the following program: FAC-3.



## ARTICLE 15

### CITY RESPONSIBILITIES

- 1. Management Rights.** It is recognized that the management of the City, the control of its properties and the maintenance of order and efficiency, is solely a responsibility of the City. Other rights and responsibilities belonging solely to the City are hereby recognized, prominent among which but by no means wholly inclusive are: the rights to decide the number and location of its facilities, stations, etc., work to be performed within the unit, maintenance and repair, amount of supervision necessary, machinery and tool equipment, methods, schedules of work, together with the selection, procurement, designing, engineering and the control of equipment and materials, and the right to purchase services of others, contract or otherwise, except as they may be otherwise specifically limited in this Agreement.

The City may, for financial reasons only, exercise its right to purchase the services of others, contract or otherwise. The City agrees to discuss with the leadership of the MMEA, any decisions involving contracting of work currently performed by members of the MMEA and to offer the Union the opportunity to present a competitive proposal to any bid. If the MMEA has low bid, the City must accept it. Such proposals must be presented within 45 days after the Union is notified following the opening of the bids. The Union, and its members, will not take any action against the City for failed competitive opportunities as a result of the City exercising its right to purchase the services of others, contract or otherwise.

## ARTICLE 16

### SAVINGS

If any law not existing or hereafter enacted, or any proclamation, regulation or edict of any State or national agency shall invalidate any portion of this Agreement, the entire Agreement shall not be invalidated, and either party hereto upon notice to the other may reopen for negotiations the invalidated portion.

If any article or section of this Agreement or any appendix thereto shall be held invalid by operation of law or by a tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section shall be restrained by such tribunal pending a final determination as to its validity, the remainder of such article or section as to persons or circumstances other than those to which it has been held invalid or to which compliance with or enforcement of has been restrained shall not be affected thereby.

## ARTICLE 17

### DURATION

**Effective Dates and Renegotiation Procedures.** This agreement shall be and will remain in full force and effect from July 1, 1996 through June 30, 1999, and, shall continue in full force and effect up to and including and thereafter for successive one (1) year periods, unless one of the parties hereto on or before the ninetieth (90) day next preceding the anniversary date in 1999 or in successive years shall notify the other party hereto in writing of its desire to modify same. The parties acknowledge that during negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by a law in the area of collective bargaining and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the City of Midland and the Midland Municipal Employees Association, for the life of this Agreement, each voluntarily and unqualifiedly waives 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 by this Agreement, even though such subjects or matter may not have been within the knowledge of either or both of the parties at the time they negotiated and signed this Agreement.

## WAGE ADDENDUM

**EFFECTIVE July 1, 1996:**

Wages will be adjusted by 3%. Wages will be calculated to five decimal places.

**EFFECTIVE July 1, 1997:**

Wages will be increased by 2.5%. Wages will be calculated to five decimal places.

**EFFECTIVE July 1, 1998:**

Wages will be increased by 3.0%. Wages will be calculated to five decimal places.

**MMEA**  
**EFFECTIVE JULY 1, 1996\***

		Start A	6 Mo. B	1 Year C	2 Year D	3 Year E
1	Hourly Annually	5.95596 12,388	6.22214 12,942	6.53270 13,588	6.84325 14,234	7.16490 14,903
2	Hourly Annually	6.90979 14,372	7.22036 15,018	7.53091 15,664	7.88582 16,403	8.22965 17,118
2A	Hourly Annually	6.73671 14,012	7.19290 14,961	8.43415 17,543	9.28287 19,308	10.07855 20,963
3	Hourly Annually	9.95987 20,717	10.48116 21,801	11.01354 22,908	11.55701 24,039	12.06721 25,100
4	Hourly Annually	10.73626 22,331	11.27973 23,462	11.84538 24,638	12.41103 25,815	12.95450 26,945
5	Hourly Annually	11.51263 23,946	12.01174 24,984	12.54412 26,092	13.05432 27,153	13.56451 28,214
6	Hourly Annually	12.17811 25,330	12.95450 26,945	13.27614 27,614	13.79742 28,699	14.34089 29,829
7	Hourly Annually	12.83250 26,692	13.40923 27,892	14.00815 29,137	14.55162 30,267	15.13945 31,490
8	Hourly Annually	13.56451 28,214	14.17453 29,483	15.13945 31,490	15.41674 32,067	16.02674 33,336
9	Hourly Annually	14.49616 30,152	15.13945 31,490	15.80492 32,874	16.45930 34,235	17.08041 35,527
10	Hourly Annually	15.28364 31,790	15.96021 33,197	16.63676 34,604	17.33550 36,058	18.02316 37,488
11	Hourly Annually	16.04893 33,382	16.79203 34,927	17.55732 36,519	18.31153 38,088	19.06574 39,657
12	Hourly Annually	17.24678 35,873	18.01207 37,465	18.79954 39,103	19.57593 40,718	20.37450 42,379

\* Hourly rates carried out five decimal places. Annual rates rounded off at even dollar amounts.

**MMEA**  
**EFFECTIVE JULY 1, 1997\***

		Start A	6 Mo. B	1 Year C	2 Year D	3 Year E
1	Hourly Annually	6.10485 12,698	6.37769 13,266	6.69601 13,928	7.01433 14,590	7.34402 15,276
2	Hourly Annually	7.08253 14,732	7.40086 15,394	7.71918 16,056	8.08296 16,813	8.43539 17,546
2A	Hourly Annually	6.90512 14,363	7.37272 15,335	8.64500 17,982	9.51494 19,791	10.33051 21,487
3	Hourly Annually	10.20886 21,234	10.74318 22,346	11.28887 23,481	11.84593 24,640	12.36889 25,727
4	Hourly Annually	11.00466 22,890	11.56172 24,048	12.14151 25,254	12.72130 26,460	13.27836 27,619
5	Hourly Annually	11.80044 24,545	12.31203 25,609	12.85772 26,744	13.38067 27,832	13.90362 28,920
6	Hourly Annually	12.48256 25,964	13.27836 27,619	13.60804 28,305	14.14235 29,416	14.69941 30,575
7	Hourly Annually	13.15331 27,359	13.74446 28,588	14.35835 29,865	14.91541 31,024	15.51793 32,277
8	Hourly Annually	13.90362 28,920	14.52889 30,220	15.51793 32,277	15.80215 32,868	16.42740 34,169
9	Hourly Annually	14.85856 30,906	15.51793 32,277	16.20004 33,696	16.87078 35,091	17.50742 36,415
10	Hourly Annually	15.66573 32,585	16.35921 34,027	17.05267 35,470	17.76888 36,960	18.47373 38,425
11	Hourly Annually	16.45015 34,216	17.21183 35,801	17.99625 37,432	18.76931 39,040	19.54238 40,648
12	Hourly Annually	17.67794 36,770	18.46237 38,407	19.26952 40,081	20.06532 41,736	20.88386 43,438

\* Hourly rates carried out five decimal places. Annual rates rounded off at even dollar amounts.

**MMEA**  
**EFFECTIVE JULY 1, 1998\***

		Start A	6 Mo. B	1 Year C	2 Year D	3 Year E
1	Hourly Annually	6.28779 13,079	6.56902 13,664	6.89689 14,346	7.22475 15,028	7.56434 15,734
2	Hourly Annually	7.29500 15,174	7.62288 15,856	7.95075 16,538	8.32544 17,317	8.68845 18,072
2A	Hourly Annually	7.11222 14,794	7.59390 15,795	8.90435 18,521	9.80038 20,385	10.64042 22,132
3	Hourly Annually	10.51512 21,871	11.06547 23,016	11.62753 24,185	12.20130 25,379	12.73995 26,499
4	Hourly Annually	11.33479 23,576	11.90857 24,770	12.50575 26,012	13.10293 27,254	13.67671 28,448
5	Hourly Annually	12.15445 25,281	12.68139 26,377	13.24345 27,546	13.78209 28,667	14.32072 29,787
6	Hourly Annually	12.85703 26,743	13.67671 28,448	14.01628 29,154	14.56662 30,299	15.14039 31,492
7	Hourly Annually	13.54790 28,180	14.15679 29,446	14.78910 30,761	15.36287 31,955	15.98346 33,246
8	Hourly Annually	14.32072 29,787	14.96475 31,127	15.98346 33,246	16.27621 33,855	16.92022 35,194
9	Hourly Annually	15.30431 31,833	15.98346 33,246	16.68604 34,707	17.37690 36,144	18.03264 37,508
10	Hourly Annually	16.13570 33,562	16.84998 35,048	17.56425 36,534	18.30194 38,068	19.02794 39,578
11	Hourly Annually	16.94365 35,243	17.72818 36,875	18.53613 38,555	19.33238 40,211	20.12865 41,868
12	Hourly Annually	18.20827 37,873	19.01624 39,554	19.84760 41,283	20.66727 42,988	21.51037 44,742

\* Hourly rates carried out five decimal places. Annual rates rounded off at even dollar amounts.

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**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE CITY OF MIDLAND  
and  
MMEA**

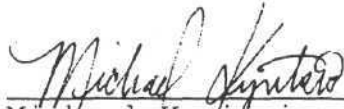
The City of Midland (City) and the MMEA agree to apply further clarification and interpretation to the newly negotiated language contained in Article 5, Section 11 (On-Call) of the July 1, 1996 through June 30, 1999 collective bargaining agreement.

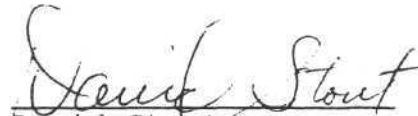
The new language states in part; "Employees (that are on-call) who actually perform work from home, including any phone calls, shall be paid for all time worked or a minimum of thirty (30) minutes, whichever is greater." This language is clarified to mean:

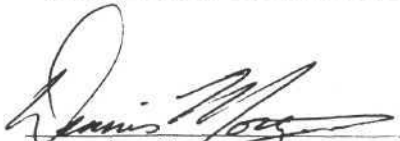
- (1) An on-call employee shall receive at least one-half hour pay for each work related issue received via telephone. For example: If an on-call employee receives multiple calls regarding the same issue and spends less than one-half hour on that issue, the on-call employee receives one-half hour pay. Conversely, if an on-call employee receives multiple (3) issue calls within one-half hour or more, the employee will receive at least one-half hour pay for each work-related phone call (at least 1-1/2 hours pay for 3 calls).
- (2) Phone calls and work performed from home must be authorized by the employee's supervisor. Further explanation of what "authorized" work means may be subject to departmental and/or City policy.
- (3) The effective date of this new language shall be September 24, 1996.

FOR THE CITY:


FOR THE ASSOCIATION:

  
Michael Kyriasis  
Director of Personnel  
and Labor Relations

  
David Stout  
MMEA President

  
Dennis Morgan  
Director of Human Resources

  
James Mercer  
Grievance Chair

  
Martin McGuire  
Director of Public Services

10/31/96  
Date


**SIGNATURE PAGE**

IN WITNESS WHEREOF, the City of Midland and the Midland Municipal Employees Association, by their representatives have hereunto signed their names to this Agreement to be effective July 1, 1996.

FOR THE CITY OF MIDLAND

FOR THE MIDLAND MUNICIPAL  
EMPLOYEES ASSOCIATION

  
\_\_\_\_\_  
Drummond Black, Mayor

  
\_\_\_\_\_  
David Stout, President

  
\_\_\_\_\_  
Penny Kovacevich, City Clerk

  
\_\_\_\_\_  
Sam Habel, Committeeperson

  
\_\_\_\_\_  
Barbara Luttermoser,  
Committeeperson

APPROVED BY:

  
\_\_\_\_\_  
James Mercer, Committeeperson

  
\_\_\_\_\_  
Karl Tomion

  
\_\_\_\_\_  
Jeff Shields, Committeeperson

