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CITY OF MIDLAND, 333 W. ELLSWORTH, BOX 1647, 48641-1647

AGREEMENT

between

THE CITY OF MIDLAND

and

**MIDLAND MUNICIPAL SUPERVISORY
EMPLOYEES ASSOCIATION**

Effective October 1, 1993

Midland, City of

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AGREEMENT

The following Agreement between the City of Midland, Michigan, hereinafter termed the "City" and the Midland Municipal Supervisory Employees Association, hereinafter termed the "Association" is recorded in written form to meet the authorization set forth in Section 15 of P.A. 336 of 1947, as amended, of the State of Michigan for a written contract incorporating any agreement reached. 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 and to encourage more efficient and progressive service in the public interest.

ARTICLE 1

RECOGNITION AND RESPONSIBILITIES

1. Bargaining Unit. The City recognizes the Midland Municipal Supervisory Employees Association as the sole collective bargaining agency in respect to salaries, hours and other working conditions for all permanently employed supervisory classified personnel of the City of Midland who work the full established workweek, excluding, however, sworn policemen and firemen, non-supervisory classified employees and positions designated in writing by the City Manager as confidential. Such personnel covered herein shall be called "employee" elsewhere in this Agreement. The use of a specific pronoun referring to gender has no particular significance, as it is intended to apply equally to males and females.

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

3. Responsibilities - City. The City agrees that it will not discriminate in any manner against any employee by reason of membership and activity in the Association, and the City further agrees that it will not in any way interfere with the organization of the Association and that it will not willfully commit any act calculated to undermine the Association.

4. Responsibilities - Association. The Association agrees to exert every effort on its part to cause the employees, individually and collectively, to perform and render legal and efficient work and services on behalf of the City, and that neither its representatives nor its members will intimidate, coerce or discriminate against any employee in any manner at any time.

5. 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.

ARTICLE 2

PERSONNEL RULES

1. Introduction. It is recognized and understood that the Charter of the City of Midland decrees that an ordinance providing for a merit system of personnel management be enacted by the City Council. It is further recognized and understood that Article III of Chapter 2 of the City of Midland Code of Ordinances has been enacted which authorizes the creation of a Merit System Board to generally supervise the problems of administrative policy involved in the personnel matters prescribed in the Ordinance: to recommend to the City Council, through the Director of Personnel, such rules and regulations as it may deem necessary for the administration of the Ordinance: to perform certain other duties as prescribed in the Ordinance.

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 thereto.

The City may adopt ordinances, rules, regulations and directions which are not in conflict with the express terms of this agreement. Employees are expected to comply with such ordinances, rules, regulations, and directions.

2. Service Ratings. The Director of Personnel and the Merit System Board shall prepare, or cause to have prepared and maintained a system whereby department heads will report on the performance of all employees. Such reports shall be made at such times and in the manner prescribed by the Director of Personnel and the Merit System Board and as hereinafter prescribed. The rating reports shall be centrally maintained under the supervision of the Director of Personnel.

If the form is to be changed during the term of this contract it shall be changed by mutual agreement of the City and the Association. All employees shall be rated by their department head and/or assistant department head annually, within thirty (30) days of their job anniversary. A meeting shall be held between the employee and the department head and/or assistant department head to discuss their service rating. The service rating shall be made a part of the

procedure having to do with promotions, demotions, transfers, salary increases and decreases, separation from service and other personnel status changes.

3. Promotion. The Director of Personnel shall determine if a vacancy in a position covered by this agreement is to be filled through promotion. In such cases, the names of the three (3) employees in positions covered by this Agreement and who are otherwise qualified, receiving the highest scores based on promotional examination criteria shall be certified to the appointing officer. Application procedure, qualifications and promotional examination criteria and procedure shall be the responsibility of the Director of Personnel and the Merit System Board. 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 the required names available, the Personnel Department shall inform the appointing officer of the names of those supervisors who applied for the promotion. The appointing officer may appoint from such names as are available or may elect to fill the vacancy on an open competitive basis. The appointing officer shall state his reasons for going open competitive or for selecting from those who are available on the promotional list in writing and submit his request to the Director of Personnel for approval. If the position is filled on an open competitive basis, a supervisor who has applied for the position on a promotional basis may request from the Director of Personnel the appointing officer's request to go open competitive.

4. Probationary Appointment. In order that the department head may effectively participate in the selection process involved in the filling of positions covered by this Agreement either by original appointment or promotion, there is hereby established a probationary or working-test period. This period shall not be less than six (6) months duration after appointment, but may be, at the discretion of the department head with approval of the Director of Personnel, and the President of the Association, extended for a longer period in unusual cases or extended because of the provisions of Article 6 of this Agreement.

The probationary period shall not include any time served by an employee under temporary appointment. At the end of the probationary period, the department head shall submit, on a performance rating report blank prepared by the Director of Personnel, a rating of

the probationary employee's performance. An employee may be released during the probationary period, but only with the approval of the Director of Personnel. Any probationary employee who does not complete the probationary period for any reason and is subsequently reinstated to that position again serves the full probationary period. The City shall decide the ability, qualifications, aptitude, competence and capacity of a probationary employee to perform the required work.

5. Rejection in a Case of Promotion. An employee promoted and then rejected during a probationary period, or by abolishment of the position promoted to, shall have the right to resume the position from which he was promoted unless that position has been abolished; in such case, he shall be placed at the head of an appropriate eligible list for any position in the City in the classified service whether or not that position is covered by this Agreement.

6. Demotion. Whenever an employee is placed in a position of lower class than the one in which he had been engaged, whether or not the position is covered by this Agreement shall constitute a demotion. Such changes shall be reported to the Director of Personnel and he shall make or cause to have made an investigation of the position and shall determine if this has been done for the best interest of the employee and the service and shall then forward his recommendation to the Merit System Board. Any demotion shall have the approval of the Merit System Board prior to the actual demotion provided the employee requests a hearing within ten (10) working days of notification of such demotion.

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

A. The transfer of an employee from a position in one class to another position in the same class shall be called an assignment and may be made by the department.

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 organizational transfer and may be made only with the

consent of the department heads involved, the Director of Personnel, and the employee concerned.

C. A transfer to a position in a higher class in the classified service shall be deemed a promotion, and the procedure applicable to promotions, as provided herein shall apply.

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

8. 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 Council's consideration as a member of the Merit System Board. The list shall be presented within ten (10) calendar days of a written request whenever a vacancy in the one position designated as the employee representative should occur, signed by the Presidents of each of the collective bargaining units. Individuals named 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.

ARTICLE 3

COMPENSATION PLAN

SALARIES. The Compensation Plan for the employees covered by this Agreement is set forth in Exhibit "A" and Exhibit "B" attached hereto. The Compensation Plan shall not be changed during the life of this Agreement without the consent of the Association.

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 a 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.

2. Creation of New Jobs. In creating a new job, the Personnel Department 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 evaluate the job and make its recommendation to the Merit System Board as to the proper salary rate and classification for the job.

3. Changes in the Job Description. Whenever any changes are to be made in a job description which will involve additions or deletions of the work duties of the job, the revised descriptions shall be evaluated by the Job Evaluation Committee the same as for a new job.

4. Recommendations by the Job Evaluation Committee. The Association and the City agree that the unanimous recommendation of the Job Evaluation Committee as to the proper classification and salary rate of a job shall be submitted to the Merit System Board. The recommendation may be rejected or approved by the Merit System Board. Such classification and pay rate, when approved by the Merit system board, shall be included in the City's Compensation Plan.

5. If a unanimous recommendation cannot be reached within thirty (30) days after a request to the Association by the City for a job evaluation, the evaluation shall be referred to the Merit System Board for the establishment of the proper classification and rate. Both sides may present their positions to the Merit System Board at the meeting in which the Merit System Board establishes the proper classification and rate.

6. Composition of the Job Evaluation Committee. The Job Evaluation Committee shall be composed of three members from the Association as designated by the President and three members from the City as designated by the City Manager.

7. All positions in the Association shall be reviewed by one person from the Association and one person from the City for the purpose of determining proper job titles. The implementation of any new job titles shall occur within forty-five (45) days of contract ratification. Recommendations concerning the job titles may be made by the Association and the City.

ARTICLE 5

WORKWEEK AND HOURS OF WORK

1. Workweek. The salaries set forth in the Compensation Plan, unless otherwise provided for therein, shall be for full time service of not less than forty (40) hours per week for all employees covered by this Agreement.

The regular workweek shall be from 12:01 a.m. Monday to 12:00 a.m. the following Monday.

2. Scheduling. Scheduling of hours and days of work shall be established by the department head.

3. When a change in scheduled hours is to be made, any employee effected shall have one weeks' notice.

4. Overtime - Standby - Call In - On Call.

A. An employee may be required by the department head to serve periods of standby or on call time to be conducted under such orders or provisions as the department head may issue orally or in writing.

B. Periods of on call shall be assigned as either weekend (5 p.m. Friday to 8 a.m. Monday) or weekly (5 p.m. Friday to 5 p.m. the following Friday). Employees in the same general operation within a single department should be treated as equally as is practical in the amount of time spent for on call or standby over the course of a year.

C. As the only compensation for such on call or standby duty, the employee shall receive three (3) hours compensation for a weekend as defined herein or eight (8) hours for weekly call.

D. Compensation for standby duty may be taken as either monetary payment or earned leave with the following restriction:

Employees shall not be allowed more than the equivalent of five (5) days per calendar year in earned leave as compensation for standby

duty. Any compensation earned in excess of five (5) days must be accepted in monetary form.

All earned leave on record on November 1st shall be paid in that month at the employees prevailing base rate. The employee shall have the option of requesting full or partial payment for standby time which is on record on May 1.

E. When actually called in to work while on standby or on call duty, the employee shall be paid at the rate of time and one-half (1 - 1/2) his base rate for all time worked if the work requires one-half hour duration or more. Each such occurrence shall be considered separately. Work periods beyond one-half hour shall be reported to the nearest fifteen (15) minutes. Compensatory time off shall not be allowed for such work. An employee who reports ahead of his regular shift or stays over to complete work amounting to less than one hour shall not receive overtime.

F. Employees not on assigned standby or on call duty and called in to work outside of their regular work days and hours, (overtime) shall be paid as described in "E" above.

5. Odd Schedule. Any employee who does not work a normal schedule with both Saturday and Sunday off each week shall be considered to be working an odd schedule and shall receive an additional five cents (\$.05) per hour on their base pay for each week so assigned.

Effective October 1, 1985, any employee who does not work a regular work week with both Saturday and Sunday off each week shall be considered working an odd schedule. Extra compensation for odd schedule work (Saturday or Sunday worked) shall be two dollars (\$2.00) per day in addition to base pay only for that day (Saturday or Sunday) worked.

ARTICLE 6

RESIDENCY

1. Employees shall reside within the City of Midland. Any individual becoming an employee, covered by this Agreement either as a new hire or by promotion shall, no later than twelve (12) months following such employment, establish and maintain the employee's residence within the City of Midland.

2. No probationary period shall be deemed completed until residency within the City has been established. However, upon successful completion of the first six (6) months of the probationary period, the employee shall be notified that he has completed requirements for permanent appointment subject to conformance with the residency requirement.

3. Those positions exempt from the residency requirement are the Account Supervisor in the Water Department, the Supervisor of Youth Services, Supervisor of Reference Services and Supervisor of User Services in the Library, Computer Applications Programmer in Data Processing, and the Office Manager in the Engineering Department.

ARTICLE 7

HOLIDAYS

1. Holidays and Holiday Pay. Holiday pay is compensation paid for the time during which work would normally be performed, said work having been suspended by reason of a holiday, only as defined in this section.

Employees shall not be required to work on the following holidays: New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving, Christmas Day, one-half (1/2) holiday before Christmas and one-half (1/2) holiday before New Year's. The two half (1/2) day holidays may be combined to be used as one eight (8) hour holiday on either Christmas Eve or New Year's Eve subject to the approval of the department head.

Employees shall be paid at their regular base salary rate over their normal hours of work 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 at 12:00 p.m. of the declared holiday.

A. Employees shall receive additional pay (as specified in the Compensation Plan) for all time worked on the days declared a holiday in this Agreement.

B. 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).

C. Odd Schedule Employees. Holiday shall mean actual day of the holiday. The employee shall work the holiday unless prior arrangements have been made to not work the holiday. Odd schedule employees who work on the holiday shall receive additional pay as specified in the Compensation Plan.

D. An odd scheduled employee shall be allowed to take another day off, on the day shift, if a holiday falls on his regularly scheduled day off. The day shall be taken within the ensuing thirty (30) days and at the convenience of the department.

ARTICLE 8

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 into the official minutes; provided that if any time within ten (10) days that person so absenting himself shall make satisfactory written application to the City Manager of cause of his absence, he may be reinstated to 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 employee's 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 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.

2. Vacation Leave. Employees shall receive annually on January 1, the days of paid vacation leave as shown on the following schedule to be taken during the calendar year.

<u>Years of Service</u>	<u>Work Days of Vacation Leave</u>
One through two	13
Three through four	15
Five through nine	20
Ten through fourteen	22
Fifteen through nineteen	24
Twenty years or more	26

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 appointment to a position covered by this agreement, whether or not the employee has completed the first six (6) months of his original probationary period, the number of vacation days 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 tenth of that month.

A. Even though vacation days 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 days. If the days credited to him on January 1 total less than five (5) days, 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 (6) months of his probationary period, but who has not received the first January 1 crediting shall be permitted to borrow up to five (5) days vacation from the first January 1 crediting date.

C. Employees shall not earn annual vacation credit during any period off without pay. Upon returning to work, the employee shall commence earning vacation credit. At the next January 1 crediting, the employee will receive prorated vacation leave credit for

all months worked during the previous year. Work of ten (10) days or more during a month shall count as a month worked.

D. Days of paid vacation leave, not to exceed ten (10) days may be carried over from one calendar year to the next calendar year. Every third year fifteen (15) days may be carried over to take an extended vacation with the approval of the department head.

E. 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.

F. The employee shall be paid for any unused vacation credited to him plus prorated days for that year when he leaves the City service.

G. In lieu of normal use of vacation, an employee may receive payment for up to five (5) days vacation once each calendar year with ten (10) working days notice. The "buy-back" will be in full day increments, paid at the employee's base wage in effect on the day of payment. The employee's election shall be irrevocable written notice to the Personnel Department. Any such days paid will not be included in any overtime consideration.

3. Personal Leave. An employee shall receive two (2) personal leave days in each calendar year which must be used prior to the end of that calendar year. Use is subject to department approval. An employee may utilize personal leave days in full day or in one half day periods.

At the successful completion of the probationary period for a new employee in the Association, said employee shall receive two (2) personal leave days, unless the employee has already received two or more personal leave days from the City for that calendar year, and shall also be credited with two (2) personal leave days on each January 1st thereafter.

4. Sick Leave with Pay. Each employee shall be allowed twelve (12) working days 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 days 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 days 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 days. If the days credited to him on January 1 total less than six (6) days, he shall be permitted to borrow the difference from the second January 1 crediting. Between completion of said probationary period and the first January 1 crediting, if applicable, an employee may borrow up to six (6) sick leave days from his first crediting, or that number of days that he has accrued on the basis of one 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 Personnel Director shall be required on all requests for sick leave. Medical certification will not generally be required to substantiate sick leave absences for 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) An employee shall be entitled to accumulate all unused sick leave until he has accumulated sixty (60) days. All unused sick leave previously accumulated shall be retained by the employee.

(2) After an employee has accumulated sixty (60) days or more on January 1st of any year, he shall continue to earn twelve (12) sick leave days per year, but may accumulate not to exceed six (6) additional days per year beyond sixty (60). Thereafter any unused sick leave days in excess of six (6) days per year shall be paid at the rate of one half (1/2) day's base pay for each unused sick leave day. Payment shall be made in January of the applicable year. An employee may, however, once reaching the sixty (60) day limit, request in writing that his sick leave accumulation shall have no limit and that he waives his right to receiving payment for all days over sixty (60) as provided in this section. This decision is irrevocable until such time as the employee has one hundred twenty (120) days of sick leave accumulation.

(3) After an employee has accumulated one hundred twenty (120) days on January 1st of any year, he shall not be permitted to accumulate additional sick leave

days unless the maximum accumulation falls below one hundred twenty (120) days. He shall continue to earn twelve (12) days per year and shall be paid for any unused portion of his annual portion of his annual accrual at the rate of a full day's base pay for each one day of unused sick leave. An employee may, however, once reaching the one hundred twenty (120) day limit request in writing that his sick leave accumulation shall have no limit and that he waives his right to receiving payment for all days over one hundred twenty (120) days accumulation as provided in this section. This decision is irrevocable until such time as the employee has one hundred fifty (150) days of sick leave accumulation.

(4) After an employee has accumulated one hundred fifty (150) days on January 1st of any year, he shall not be permitted to accumulate additional sick leave days unless the maximum accumulation falls below one hundred fifty (150) days. He shall continue to earn twelve (12) days per year and shall be paid for any unused portion of his annual accrual at the rate of a full day's base pay for each day of unused sick leave.

Except, the employee may in writing request that the sick leave accumulation shall have no limit and that the employee waives his right to receiving payment for all days over one hundred fifty (150) days accumulation as provided in the agreement. The letter is irrevocable during the employee's term of employment.

(5) 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 the accumulated unused sick leave not to exceed sixty (60) 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/her office 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 member.

C. The term "immediate family" shall be the employee's current spouse, child, parent, brother, sister, parent-in-law, spouse's brother and sister, brother's spouse, sister's spouse, daughter-in-law, son-in-law, grandchildren, grandparent or 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 had 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 this Article Section 4 A. of this Agreement, 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. An employee may, however, request from the Personnel Director that he be allowed to borrow sick leave prior to using accumulated vacation days. The request shall provide a full description of why it is necessary to borrow sick leave prior to using accumulated vacation days and granting of the request shall be at the discretion of the Personnel Director. 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. Additional extensions beyond those

described above are not permitted. This provision is in lieu of any Merit System Rule which could apply.

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 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. 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 his base salary and the said Worker's Compensation payment for any period of disability of not more than twelve (12) weeks. The maximum period of twelve weeks shall be extended one (1) 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.

H. Return to Work. 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. If no accommodation can be made, the Personnel Director may offer the employee a light duty assignment in another City position as per current statutes. The Personnel Director shall determine the qualifications of the position and the employee's ability to perform the job. Employees will not be requested to fill positions in other bargaining units.

I. FMLA Leave Designation. 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 prevents the employee from performing the essential functions of his or her position, shall have such time off designated as "FMLA leave."

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". The term

"immediate family" shall be the employee's current spouse, child, parent, brother, sister, parent-in-law, spouse's brother and sister, brother's spouse, sister's spouse, daughter-in-law, son-in-law, grandchildren, grandparent or other relative with permanent residence in the employee's household. 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 at the discretion of the department head of up to three (3) work days. Vacation, personal leave, sick leave or unpaid leave of absence, if available and allowed, may be taken for days beyond funeral days allowed.

B. Time necessary to attend the funeral of a City employee may be authorized by the supervisor's department head.

7. Parental Leave.

A. An employee shall be eligible to use accrued vacation time for paid leaves of absence for child birth 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 child birth 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 employee had continued employment. After twelve weeks, the employee is solely responsible to pay for all premiums, as outlined below. Such unpaid leaves 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 that 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 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 or 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 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 the termination of the parental leave for the earliest possible replacement.

8. Military Leave. Any 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 a 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 it 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 reason of disability sustained during such service, he shall be placed in other such 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 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, upon furnishing documentation of the amount paid by the Reserve Training Program.

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 five (5) 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 full military leave.

9. Special Leave. Any 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 with approval of the City Manager and the Merit System Board 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.

An employee called upon to serve jury duty, as a witness in court or as a pallbearer for a City employee, shall not lose pay for time off the job. An employee called upon to serve as a witness in court or to give dispositions in a case where requested to appear for the City outside regular working hours shall be compensated at the appropriate overtime rates for performing these activities. Any compensation paid by others to the employee for these activities shall be turned over to the City. The employee shall be at work 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 years. Medical certification shall be considered sufficient if the certification complies with the requirements of paragraph 4.c. 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 who reports back to work at the expiration of such leave shall be reinstated to his or her 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 a leave of absence has been discontinued because of lack of funds or lack of work, the employee shall be allowed to return to a vacant position that they are qualified for. If no position is available, the employee will be placed on the eligible register for a period of up to two 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.

11. Permanent Physical Disability. If an employee has been afflicted with any disease or has any physical ailment or defect substantiated by medical evidence which in the opinion of the Personnel Director makes him unfit for City service, he may be subject to disability retirement, reassignment or reduction. The employee may, within ten (10) working days of the decision of the Personnel Director, ask the Merit System Board of the City of Midland to review the circumstances of his case.

The Merit System Board shall review the facts of the case and issue a written decision within twenty-one (21) calendar days or as soon as possible thereafter from receiving the request for review. If the decision cannot be issued within twenty-one (21) calendar days, the Merit System Board shall in writing state the reasons and the expected date of issuing the decision. The decision of the Merit System Board shall be final and binding on all parties involved.

ARTICLE 9
APPEAL PROCEDURE

Preamble.

This appeal procedure is designed to provide a means for a supervisor to resolve a conflict which may arise concerning his employment with the City. It is a method for facilitating communications with the City in complaint matters which can unfavorably affect morale or productivity.

Nothing in this appeal procedure shall preclude either the Association or the City from attempting to settle any grievance informally, at any level, and indeed, to promote orderly and cooperative relationships, such informal solutions are to be encouraged through meetings and consultations between the parties as needed. In processing any appeal, the formal appeal process may be terminated at anytime and at any level by mutual agreement of the parties without prejudice on either side.

The time limits specified in the appeal procedure may be extended by mutual consent of the parties.

1. Any employee with a complaint pertaining to his employment with the City must raise the complaint with his immediate supervisor within five (5) working days after he learns of the complaint or reasonably should have known of its existence. A complaint shall be defined as any dispute regarding the meaning, interpretation, application or alleged violation of the terms and provisions of this agreement. The immediate supervisor will give his answer orally within two (2) working days.

2. Grievances not resolved with the immediate supervisor shall be reduced to writing on forms provided by the Merit System Board and must be signed by the complainant. The written complaint must be submitted to the department head within five (5) working days after the answer in Step 1. The department head will give his decision in writing within five (5) working days. In any meeting with the department head, the employee may be represented by counsel of his choice.

3. If not resolved in Step 2, the written complaint may be taken up with the City Manager's designated Director of Personnel within five (5) working days after the decision is given in Step 2. The Director of Personnel will give his written reply within ten (10) working days.

4. If the decision of the Director of Personnel is not satisfactory to the employee making the complaint, an appeal may be made to the Merit System Board in writing within five (5) working days after receipt of the Director of Personnel's answer. The Merit System Board shall set a hearing of the reasons for the complaint, and the employee shall have full opportunity to be heard. The employee may be accompanied by counsel of his choice. The Merit System Board shall, within twenty-one (21) calendar days, issue a final decision that is binding on the City, the Association and all of the parties involved if made within its jurisdiction or authority under this agreement. The Merit System Board shall have no power to alter or modify any terms of this agreement or any supplementary agreement nor rule on any matter except while this agreement is in full force and effect between the parties. In the event a case is appealed to the Merit System Board and they find that they have no power to rule on such case, the matter shall be referred back to the parties without decisions or recommendation on the merits of the case.

5. Complaints not filed or appealed within the time limits shall be considered closed. The time limits herein may be extended by mutual agreement in writing.

6. Employees and their counsel, if any are City employees, shall not lose pay for time reasonably spent during their ordinary work day as provided in the appeal procedure.

7. In the case of an appeal concerning the removal, discharge, or reduction in position of an employee, the procedure provided in Sections 2.80 through 2.82 of the Midland Code of Ordinances shall be followed.

8. It is agreed between the parties hereto that a single mechanism, selected by the member, shall serve as the exclusive remedy for any member of the Midland Municipal Supervisory Employees Association who asserts that he or she has had disciplinary action taken against him or her in retaliation for or arising out of whistle blowing activities. The single, exclusive remedy may include the grievance mechanism of this agreement, an unfair labor

practice charge under state or federal law, or an administrative proceeding or law suit under any state or federal statute but limited to one of these mechanisms.

ARTICLE 10

INSURANCE

1. Life Insurance. Each employee who has six (6) months or more of service 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. The City will pay one hundred percent (100%) of the term insurance costs. The City's responsibility for making life insurance premium payments for the benefit of an employee ceases upon termination or after thirty (30) calendar days on an approved unpaid leave of absence, maternity leave, and when receiving Worker's Compensation payments except when using earned vacation, sick leave, and personal leave days in conjunction with Worker's Compensation payments.

A. Amounts of Life Insurance. The total amount of life insurance for each employee shall be predetermined by the employee's annual base salary as shown in the following chart:

<u>Salary</u>	<u>Term Insurance Total</u>	<u>Accidental Death And Dismemberment (Additional)</u>
\$ - 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 - and up	39,000	39,000

2. Health Insurance. The City shall provide, at no cost to the employee the following hospital and medical insurance:

A. Effective October 1, 1992 the Insurance will be converted to Comprehensive Master Medical with \$50 deductible single and \$100 deductible family. There will be a 90/10 co-payment up to 2% of base salary per coverage year.

Upon the first individual insured reaching \$750,000 of accumulated benefits paid, the contract will automatically be reopened for the purpose of negotiating health care benefit levels. The two parties will meet within 30 days and discuss health care benefit levels (riders) until such time that an agreement is reached or said individual reaches the \$1 million cap. At that time the City will replace the benefits identified in the previous contract or implement the agreed upon benefits as negotiated in the re-opener.

B. Duration. Except as otherwise described in this Article, the City's responsibility for making health insurance premium payment 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 1.b. 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 workers' compensation benefits, the City's responsibility for making health insurance premium payments continues for up to two years from the time workers' 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. The City shall continue to pay the premiums for retired employees, their spouses and dependents. In the event of divorce or remarriage of the spouse, the City's obligation to pay premiums for the spouse's insurance will cease. 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 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 is spouse of record at the time of retirement - hereinafter referred to as "spouse". Dependents are dependents at the time of retirement - hereinafter referred to as "dependents".)

RETIREES HOSPITAL AND MEDICAL INSURANCE

<u>Status</u>	<u>City Contribution Percent of Total Cost</u>
1. Retiree, Spouse and Dependents.	100%
2. Disability pension (however disabled) includes spouse and dependents, if any.	100
3. Deferred retirement.	0

All retirees now joined with the Municipal Employees Retirement System 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 benefits from the City's insurance will continue to be invoiced for their share, if any.

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 shall apply.

In the event of a divorce of a retiree, the City's obligation to pay the premium for the spouse's insurance will cease.

D. 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 the City health insurance plan for the spouse and dependents in accordance with the terms of the City health insurance plan referred to herein, provided, however, that such obligation to pay the insurance premiums on the spouse and dependents will cease should she/he remarry.

E. Non-duty Injury Resulting in Death. When an employee becomes deceased, his spouse and dependents may not further participate in the City's hospital and medical program except as provided in Section D above. The spouse shall, however, have the opportunity to have an individual policy issued under the City health insurance plan contracts without a medical examination. The spouse shall pay the full cost of the premiums for such individual policy.

Effective October 1, 1987, when an employee is qualified for retirement under the provisions of this agreement and the Municipal Employees Retirement System and becomes deceased, the City shall continue to pay the premiums for the City health insurance plan for the employee's spouse in accordance with the terms of the City health insurance plan and referred to herein provided, however, that such obligation to pay the insurance premiums of the spouse will cease should she/he remarry.

F. Definition of Dependent. A dependent is defined as anyone who qualified as a dependent under the provisions of the Internal Revenue Act.

G. 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.

H. Dental Insurance. If any other bargaining group receives dental insurance, all the members of the MMSEA may purchase the dental insurance at their cost if the affected bargaining group certifies they are willing to allow MMSEA members to buy into their dental plan and as long as dental rate for that bargaining group are not adversely affected.

ARTICLE 11

RETIREMENT

Effective October 1, 19987:

The City shall provide the C-2 plan with B-1 base of the Municipal Employees Retirement System pension program with Benefits E, E-1 and E-2, and waiver of 47 (f), for the life of this Agreement.

Effective October 1, 1988:

The City shall provide the B-3 plan of the Municipal Employees Retirement System pension program with Benefits E, E-1, and E-2, and waiver of 47 (f), from October 1, 1988 through the life of this Agreement.

Effective October 1, 1989:

The City shall provide the B-3 plan of the Municipal Employees Retirement System pension program with Benefits E, E-1, and E-2, and "F-55-20" from October 1, 1989 through the life of this Agreement.

Effective October 1, 1994:

The City shall provide the B-4 pan of the Municipal Employees Retirement System pension program with benefits E, E-1, and E-2, and "F-55-25", with employee contribution of 5.0% on gross wages, from October 1, 1994 through the life of this Agreement.

ARTICLE 12

EMPLOYEE TERMINATION AND DISCIPLINE

1. Layoff. Whenever, because of lack of work or funds, it is necessary to reduce the number of employees on the City payroll, this shall be accomplished after a thorough investigation of the problem by the department head and the Director of Personnel. Consideration shall be given: first to the types of activity to be curtailed; second, to the class of positions to be effected; and third, in selecting individual employees to be released. Consideration shall be given the periodic rating reports which reflect the value of the employee's service with the City. Weight shall also be given to an employee's length of service with the City. Employees separated from the service through no fault of their own shall be allowed to move to a vacant position they are qualified for. If no position is available the employee will be placed on the Eligible Register List for a period of up to two years.

2. Resignations. An employee resigning from his position shall, whenever possible, give at least thirty (30) days advance notice of his intention to enable the City to make proper provisions for the filling of the position. Any employee failing to give two weeks notice shall be considered as having left the service not in good standing, which shall be recorded in his records. All resignations shall be made in writing and filed with the department head and the Director of Personnel.

3. Causes of Suspension, Discharge or Reduction. The following shall be considered just cause for suspension, discharge or reduction in the Classified Service although suspension, discharge or reduction may be made for other just cause. That the employee:

- A. Has been convicted of a felony; or
- B. Has been convicted of a misdemeanor involving moral turpitude; or
- C. Has willfully and knowingly violated any of the provisions of Article III of Chapter 2 of the Code of Ordinances or the rules of the Board; or
- D. Has willfully and knowingly violated any lawful official regulation or order, or failed to obey any proper direction made and given by his supervisor; or

- E. Has been intoxicated or under the influence of intoxicants while on duty. The employee shall upon request of his supervisor, take a blood or breath test to establish the fact of the matter; or
- F. Is offensive in his conduct or language as defined by State statute toward the public or toward City officers or employees; or
- G. Is incompetent or inefficient in the performance of the duties of his position; or
- H. Is careless or negligent with the monies or other property of the City; or
- I. Has used or threatened to use or attempted to use political influence in securing promotion, leave of absence, transfer, change of grade, pay or character of work; or
- J. Has taken any fee, gift or other valuable thing in the course of his work or in connection with it for personal use from any person when such gift or other valuable thing is given in the hope or expectation of receiving a favor for better treatment than that accorded other persons; or
- K. "No person holding a position in the City classified service shall directly or indirectly use or seek to use his authority or official influence to control or modify the political action of any person, or during the hours of duty engage in any form of political activity nor at any other time take such part in political activities or political campaigns as to impair his usefulness in the position in which he is employed. Nothing in this section, however, shall be construed as prohibiting or preventing any such officer or employee from taking a legitimate interest as a citizen in his government or in casting his vote for the person of his choice." Section 2-77, Code of Ordinances.

4. Suspension. Suspensions are temporary separations from the City service for disciplinary purposes where the cause is not sufficiently grave for dismissal. Any employee may be suspended by the department head and the City Manager, without pay, up to a period of sixty (60) days within one (1) year. For any suspension, the employee may appeal as provided in the Agreement under Article 9, Appeal Procedure. A record of any and all suspensions or demerits of any kind given to an employee by a department head for the purpose of disciplinary purposes shall be filed with reasons therefore in the Personnel Office.

A. An employee separated from City service through suspension or dismissal shall not be hired in any other department unless specifically approved by the City Manager and the Merit System Board.

B. Time spent on suspension will not accrue to an employee's service credit in determining vacation, sick leave, personal leave or longevity benefits for any suspension for thirty (30) days or longer.

C. If the suspension is determined to be unfounded, the employee's service credit for time on suspension will be reinstated as in "B" above.

ARTICLE 13

NO STRIKE

1. Work Stoppages. There shall be no picketing, strikes, concerted failure to report to work, slowdowns, or stoppages of work, during the term of this Agreement or during any period of time while negotiations are in progress between the parties hereto for the amendment or renewal of the Agreement.

2. Responsibility of the Bargaining Unit. In the event of a strike, work stoppage, picketing, or other curtailment, the 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.

3. 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.

ARTICLE 14

MISCELLANEOUS

1. Notice of Violation. It is expressly agreed by the parties hereto that nothing contained in this section or in any part of his Agreement shall be construed or used in a manner to form the basis for an allegation of violation of this Agreement for the purpose of supporting any legal or court action, unless and until the party so alleging or complaining has notified the other party hereto of the existence of the complaint or contention, and the latter party, shall fail to correct same within ten (10) days of notification by the other party.

2. Outside Activity. When in the opinion of the department head any outside activity carried on by any employee is detrimental to the City service, it shall be the duty of the department head to report same to the Director of Personnel and, if the opinion of the department head is substantiated, it shall be the duty of the department head to order such outside activity discontinued.

3. Waiver Clause. The parties acknowledge that during the 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 and the Association for the life of this Agreement each voluntarily and unqualifiedly waive the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered by this Agreement and with respect to any subject or matter not specifically referred to or covered by this Agreement, even though such subject 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.

4. Drug Testing. Within thirty calendar days of the City publishing an Administrative Regulation on drug testing, the two parties will meet and negotiate conditions of work.

ARTICLE 15

DURATION


1. This Agreement shall be and remain in full force and effect from October 1, 1993 and shall continue in full force and effect until September 30, 1996, and thereafter for successive one (1) year periods, unless one of the parties hereto on or before the ninetieth (90) day preceding the anniversary date in 1993 or in successive years, shall notify the other party hereto in writing of its desire to modify same. The parties acknowledge that during the 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 and the Union, 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 not specifically referred to or covered by this Agreement, even though such subject 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.

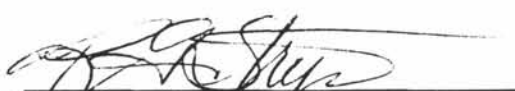
2. Re-Opening of Last Year of Contract. Notwithstanding the foregoing, the parties hereto also agree that, sixty (60) days prior to the commencement of the third year of the contract, only wages and health care shall be opened for negotiations. Changes and modifications to these two items shall be implemented October 1, 1995.


IN WITNESS WHEREOF, the City of Midland and the Midland Municipal Supervisory Employees Association, by their representatives have hereunto signed their names to this Agreement to be effective October 1, 1993.

FOR THE CITY OF MIDLAND


FOR THE MIDLAND MUNICIPAL SUPERVISORY EMPLOYEES ASSOCIATION


Donald R. Taylor, Mayor


Bob Strejc, President



Penny K. Kovacevich, City Clerk


Gary Tusciuk, Committee person


Dave Foote, Committee person


Don Page, Committee person

APPROVED BY:


Karl S. Tomion, City Manager

APPENDIX A

SUPERVISORY EMPLOYEES

ESTABLISHMENT OF RATES WITHIN THE SALARY RANGES

IV - A GENERAL PROVISIONS

The pay plan for employees covered by this Agreement 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.

1. 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.

2. Promotions. When an employee is promoted to a higher class position or his position is allocated to a higher class, if below the minimum of the new class at the time of promotion or reallocation, his salary will be immediately increased to the minimum of the approved range for that class or to an amount at least equal to his current salary if above the new minimum at the time of promotion or reallocation. The rate will be established by the City Manager. However, whenever a class or position is reassigned to a higher salary range, the employee will maintain the same step in the new range as he held in the old.

3. 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 lowered class position or for the new class in which the position has been placed. The rate will be established by the City Manager.

4. Transfers. There will be no change in the salary rate of an employee who is transferred unless his salary is below the approved minimum of the new position; in which case the provision on promotions will apply, or unless his salary is above the approved maximum for the new position in which case the provision on demotions will apply.

5. Other Status Changes. When a person previously in the service is reinstated following demotion or dismissal or is reappointed from an Eligible Register following layoff or demotion, the rate will be established by the Director of Personnel.

IV-B SUPERVISORY EMPLOYEES

1. Rate Progression. Pay intervals and increases for supervisory employees 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 (6) 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 (6) months of service, the employee may receive the rate of pay prescribed for Step "B". This pay increase is not automatic upon completion of service herein provided but is granted only on the recommendation of the department head and the approval of Director of Personnel.

Step "C" is the third step of the pay range. After completion of the first (1st) year of service, the employee shall receive the rate of pay prescribed in Step "C". This pay increase is automatic upon completion of service herein provided.

Step "D" is the fourth step in the pay range. After completion of the second (2nd) 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 (3rd) year of service, the employee may receive the rate of pay prescribed for Step "E".

2. Merit Increases. Pay increases provided for in Step "D" and Step "E" are merit increases for which the employee becomes eligible but which are granted only on the recommendation of the department head and approval of the Director of Personnel. It is within the discretion of the department head to deny or postpone such increase for good cause. Consideration for such increases must be given at the end of the second year of service and each year thereafter until the employee reaches the maximum rate of the salary range; but regardless of length of service, no employee is eligible for the rate as provided in Step "E" until he has served one year at the rate provided for Step "D".

3. Special Merit Increase. Effective January 1, 1988 for employees who have been at the Step "E" rate for at least one year, lump sum special merit bonuses may be granted

annually, upon recommendation of the department head with the approval of the City Manager. Such special merit pay bonuses may be recommended only in special cases for employees who perform their work far above the normal requirements of the position. State certifications and licenses earned by the employee which in the opinion of the department head may benefit the City and/or the employee's performance, shall be considered by the department head when he makes recommendations for a special merit bonus.

Special merit pay bonuses are a matter between the supervisor and the department head and are not subject to the grievance procedure or any other appeal.

The special merit increase awarded will be in the form of a lump sum payment of up to a maximum of \$3,200.00 above the rate Step "E". This lump sum payment will not be added to or in any way increase the employee's base wage or other fringe benefits. The special merit lump sum payment will be made at the beginning of the pay period nearest the employee's anniversary date of obtaining Step "E" as a supervisor.

Effective October 1, 1987, employees already receiving special merit pay as part of their base pay shall have an adjustment based on the new maximum amount of \$3,200.00 above Step "E". This adjustment will be calculated based upon the current percentage the employee is receiving between Step "E" and the special merit step for their pay grade. This will continue until their next anniversary date. Employees who are eligible for special merit consideration beginning October 1, 1987 through December 31, 1987 and receive a merit bonus shall have it added to their base pay until their next review date (twelve-month period maximum).

4. Exceptions to Regular Progression. An exception to the foregoing description of progression through the salary ranges for supervisory employees is made in the case of supervisors who hold but are not required by job description to hold Michigan Department of Public Health and/or Michigan Department of Natural Resources certificates of levels F-2 and F-1 or S-2 and S-1 for the former department and B and A for the latter department. In these cases, the supervisors who hold any of these certificates shall receive additional compensation to be paid on the first hourly payroll in December as follows:

F-2 Certificate	\$400 per year
F-1 Certificate	\$800 per year
S-2 Certificate	\$400 per year
S-1 Certificate	\$800 per year
B Certificate	\$400 per year
A Certificate	\$800 per year

A. Pay for Certification. It is the intention of management to encourage employees to earn State certification and licenses relating to their job responsibilities. Certifications and licenses earned by the employee, which in the opinion of the department head may benefit the City and/or the employee's performance, shall be considered by the department head when he makes recommendations for Special Merit Increases. Further, for positions where certification is mandatory, or becomes mandatory, the job description will be evaluated to reflect this requirement.

Presently, there are several positions within the Association for which certification and/or licensing are required, and the job descriptions include these requirements. For those positions it is assumed that the descriptions have been evaluated on this basis.

Further, for any position where certification or licensing becomes mandatory, within three months after it becomes mandatory, the job description shall be revised to include the required certification, and shall be evaluated on this basis.

COMPENSATION PLAN FOR SUPERVISORS

Effective October 1, 1993

<u>Range No.</u>	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>
5	\$25,488 12.25402	\$26,503 12.74179	\$27,465 13.20430	\$28,443 13.67473	\$29,414 14.14119
6	27,040 12.99978	28,104 13.51131	29,146 14.01244	30,189 14.51408	31,233 15.01571
7	28,665 13.78119	29,802 14.32788	30,908 14.85972	32,017 15.39255	33,126 15.92587
8	30,414 14.62203	31,600 15.19250	32,784 15.76147	33,977 16.33490	35,157 16.90239
9	32,636 15.69016	33,909 16.30222	35,157 16.90239	36,412 17.50554	37,661 18.10620
10	34,438 16.55674	35,786 17.20495	37,124 17.84821	38,474 18.49691	39,799 19.13422
11	36,274 17.43918	37,761 18.15424	39,248 18.86930	40,728 19.58088	42,213 20.29495
12	39,100 18.79799	40,625 19.53137	42,148 20.26326	43,673 20.99664	45,187 21.72457
13	41,980 20.18255	43,627 20.97436	45,271 21.76468	46,922 22.55848	48,556 23.34435
14	44,780 21.52897	46,574 22.39110	48,353 23.24680	50,119 24.09556	51,902 24.95273
15	47,709 22.93681	49,610 23.85093	51,144 24.58827	53,370 25.65887	55,251 26.56310

COMPENSATION PLAN FOR SUPERVISORS

Effective October 1, 1994

Range No.	A	B	C	D	E
5	\$26,062 12.52973	\$27,099 13.02848	\$28,083 13.50139	\$29,083 13.98241	\$30,075 14.45936
6	27,648 13.29227	28,736 13.81531	29,802 14.32771	30,869 14.84064	31,935 15.35356
7	29,310 14.09126	30,473 14.65025	31,604 15.19406	32,737 15.73888	33,871 16.28420
8	31,098 14.95102	32,311 15.53433	33,521 16.11610	34,741 16.70243	35,948 17.28269
9	33,370 16.04318	34,672 16.66901	35,948 17.28269	37,231 17.89941	38,508 18.51358
10	35,213 16.92926	36,591 17.59206	37,960 18.24979	39,339 18.91309	40,695 19.56473
11	37,090 17.83156	38,610 18.56271	40,131 19.29385	41,645 20.02144	43,163 20.75158
12	39,980 19.22094	41,539 19.97082	43,096 20.71918	44,656 21.46906	46,204 22.21337
13	42,924 20.63665	44,608 21.44628	46,289 22.25438	47,977 23.06604	49,649 23.86959
14	45,788 22.01337	47,621 22.89489	49,441 23.76985	51,246 24.63771	53,069 25.51416
15	48,782 23.45288	50,726 24.38757	52,294 25.14150	54,571 26.23619	56,494 27.16076

6. Overtime. When actually called in to work while on standby or on call duty, an employee shall be paid at the rate of time and one half (1 1/2) his base rate for all time worked if the work requires one half hour duration or more. Each such occurrence shall be considered separately. Work periods beyond one half hour shall be reported to the nearest fifteen (15) minutes. Compensatory time off shall not be allowed for such work. An employee who works ahead of his regular shift or stays over to complete work amounting to less than one hour shall not receive overtime.

7. Holiday Pay. An employee who works on a holiday designated as a paid holiday in Article 7, in addition to any holiday pay for not working to which he may be entitled shall be paid time and one half (1 1/2) his base rate for all hours worked during his normally scheduled hours on the holiday and double time for all other hours worked on such holiday.

8. Shift Differential. The employee shall receive \$1.75 shift differential for each day worked where four (4) hours or more were worked between the hours of 4:00 p.m. and 8:00 a.m. The employee does not qualify for shift differential when receiving overtime pay. Effective October 1, 1985, \$1.75 is increased to \$2.00.

9. Volunteer Training. The City will reimburse an employee his tuition for voluntary training courses completed and of benefit to the employee's job if a passing grade of "B" or better is attained. The City will reimburse an employee for fifty percent (50%) of his tuition for voluntary training courses completed and of benefit to the employee's job if a passing grade of "C" is attained. The City Manager may make additional rules and regulations to implement this provision. Such rules and regulations shall not conflict with nor reduce the benefits provided in this provision.

10. Physical Examination. The City shall provide a physical examination for each employee once each two years with a maximum value of \$225.00 for the initial physical and testing.

The City shall provide a physical exam for each current employee who retires after October 1, 1987 once each two years with a maximum value of \$225.00 for the initial physical and testing, in accordance with the physical exam schedule they were under during employment.

IV-G Longevity Payment

1. On the first hourly payroll in December, all full time supervisory employees having completed five (5) years or more of continuous employment in a full time capacity shall receive annual longevity payments in the following manner:

After completion of five (5) years of continuous service:
2.5% of annual base pay.

After completion of ten (10) years of continuous service:
4.0% of annual base pay.

After completion of fifteen (15) years of continuous service:
5.5% of annual base pay.

After completion of twenty (20) years of continuous service:
7.0% of annual base pay.

After completion of twenty-five (25) years of continuous service:
8.0% of annual base pay.

After completion of thirty (30) years of continuous service:
9.0% of annual base pay.

2. It is further provided that continuous service shall include time spent on military leaves of absence.

3. In computing longevity pay, an employee entering the service after December 1 and before January 1 shall be considered as having entered the service on January 1 following the December date of entry.

IV-D SUPERVISORY EMPLOYEES CLASSIFIED POSITIONS

<u>Class Title</u>	<u>Range</u>
Computer Applications Programmer	7
Dispatch Supervisor	7
Account Supervisor	9
Cemetery Sexton	9
Construction & Survey Supervisor	9
Wastewater Supervisor	9
Solid Waste & Streets Supervisor	9
Supervisor of Reference Services	9
Supervisor of User Services	9
Vehicle Maintenance Supervisor	9
Water Distribution Supervisor	9
General Supervisor, Golf Course & Special Projects	10
General Supervisor, Parks	10
General Supervisor, Streets & Solid Waste	10
General Supervisor, Water Distribution	10
Office Manager	10
Operations Supervisor	10
Recreation Supervisor	10
Supervisor Forestry & Pest Control	10
General Supervisor/Vehicle Maintenance	11
General Supervisor Wastewater	11
Electrical & Mechanical Maintenance Supervisor	12

