

6/7/02

6/30/2002



AGREEMENT

between

THE CITY OF MIDLAND

and

MIDLAND MUNICIPAL EMPLOYEES ASSOCIATION

Effective July 1, 1999

to

June 30, 2002

Midland, City of

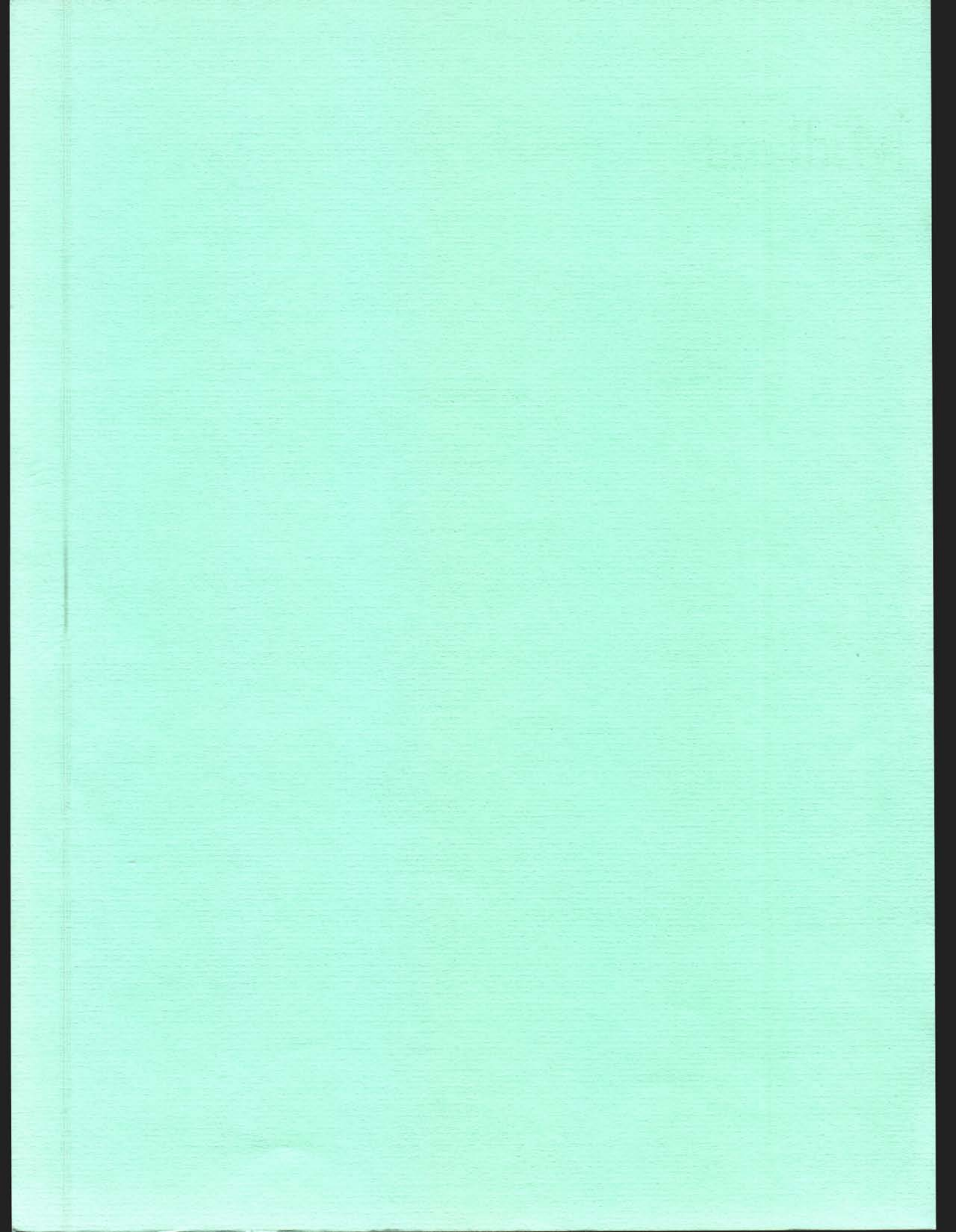


TABLE OF CONTENTS

AGREEMENT.....	1
ARTICLE 1 – RECOGNITION	
Sec. 1. Recognition – City.....	2
Sec. 2. Recognition – Association.....	2
ARTICLE 2 – PERSONNEL RULES.....	3
Sec. 1. Introduction.....	3
Sec. 2. Evaluation of Personnel.....	3
Sec. 3. Probationary Appointment.....	4
a. Probation for Promotion.....	4
b. New Hire.....	5
Sec. 4. Transfer.....	6
Sec. 5. Filling of Vacancies.....	6
a. Definitions.....	6
b. Reinstatement.....	7
c. Promotion.....	7
d. Open Competitive.....	9
Sec. 6. Temporary Work Assignments.....	9
ARTICLE 3 – COMPENSATION.....	11
Sec. 1. Scope.....	11
Sec. 2. Base Rate.....	11
Sec. 3. Rate Progression.....	11
Sec. 4. Working Out of Class.....	12
Sec. 5. Pay Policies for Status Changes.....	12
a. New Appointments.....	12
b. Promotions.....	12
c. Demotions.....	12
Sec. 6. Certificate Bonus.....	13
Sec. 7. Volunteer Training Benefits.....	13
Sec. 8. Longevity Pay.....	14
ARTICLE 4 - JOB EVALUATION.....	15
Sec. 1. Procedure.....	15
Sec. 2. Job Evaluation Committee.....	15
Sec. 3. Creation of New Jobs.....	15
Sec. 4. Changes in the Job Description.....	15
Sec. 5. City Discretion.....	15
Sec. 6. Arbitration.....	16

ARTICLE 5 - WORKWEEK AND HOURS OF WORK.....	17
Sec. 1. Workweek.....	17
Sec. 2. Work Day Scheduling.....	17
Sec. 3. Rest Periods.....	17
Sec. 4. Act of God.....	17
Sec. 5. Meal Periods.....	17
Sec. 6. Call-In.....	18
Sec. 7. Show-up Time.....	18
Sec. 8. Shift Differential.....	18
Sec. 9. Odd Schedule.....	19
Sec. 10. Overtime.....	19
Sec. 11. On-Call.....	20
Sec. 12. Residency.....	20
Sec. 13. Voluntary Shift Trade.....	20
ARTICLE 6 – HOLIDAYS.....	21
Sec. 1. Holidays and Holiday Pay.....	21
Sec. 5. Odd Schedule Easter Premium.....	21
Sec. 6. Part-Time, Day after Thanksgiving.....	22
ARTICLE 6A - PART-TIME BENEFITS.....	23
Sec. 1. In-Lieu of Benefits Pay.....	23
ARTICLE 7 - LEAVES OF ABSENCE.....	24
Sec. 1. Leaves – Generally.....	24
Sec. 2. Vacation Leave.....	25
Sec. 3. Personal Leave.....	26
Sec. 4. Sick Leave with Pay.....	26
Sec. 5. Sick Leave Utilization.....	28
Sec. 6. Funeral Leave.....	30
Sec. 7. Parental Leave.....	30
Sec. 8. Military Leave.....	32
Sec. 9. Special Leave.....	33
Sec. 10. Leaves of Absence Without Pay.....	33

ARTICLE 8 - GRIEVANCE PROCEDURE.....	36
Sec. 1. Union/Administration Meetings.....	36
Sec. 2. General Provisions.....	36
Sec. 3. Grievance Procedure.....	37
Step One.....	37
Step Two.....	37
Step Three.....	38
Step Four.....	38
Step Five.....	38
a. Arbitration by the American Arbitration Association.....	38
b. Arbitration by other than the American Arbitration Association.....	39
c. General Condition of Appeals to Arbitration.....	39
 ARTICLE 9 - EMPLOYEE LAYOFF, TERMINATION OR SUSPENSION.....	41
Sec. 1. Layoff.....	41
Sec. 2. Resignation.....	43
Sec. 3. Disciplinary Actions.....	43
Sec. 4. Suspension and Discharge.....	43
Sec. 5. Disciplinary Action Removal.....	44
Sec. 6. Ban on Rehire.....	44
Sec. 7. Outside Employment.....	44
 ARTICLE 10 – INSURANCE.....	45
Sec. 1. General.....	45
Sec. 2. Life Insurance.....	45
a. Amounts of Life Insurance.....	45
b. Duration.....	45
Sec. 3. Health Insurance.....	45
a. Annual Buy-Out.....	46
b. Duration.....	47
c. Retirees.....	47
e. Divorce.....	48
f. Deferred Retirement.....	48
g. Disabled Employees.....	48
h. Death Due to Duty Injury.....	48
i. Non-Duty Injury Resulting in Death.....	48
j. Definition of Dependent.....	49
k. Medicare Requirement.....	49
Sec. 4. Dental Insurance.....	49

ARTICLE 11 - ASSOCIATION ACTIVITIES.....	50
Sec. 1. Officers and Representatives.....	50
Sec. 2. Use of City Facilities and equipment.....	50
ARTICLE 12 - FINANCIAL RESPONSIBILITY.....	51
Sec. 1. Agency Shop.....	51
Sec. 2. Dues Deduction.....	52
ARTICLE 13 - NO STRIKE-NO LOCKOUT.....	54
Sec. 1. Work Stoppages.....	54
a. Right to Discipline.....	54
Sec. 2. Work by Employees.....	54
ARTICLE 14 – RETIREMENT.....	55
ARTICLE 15 - CITY RESPONSIBILITIES.....	56
Sec. 1. Management Rights.....	56
ARTICLE 16 – SAVINGS.....	57
ARTICLE 17 – DURATION.....	58
WAGE ADDENDUM.....	59
PAY RANGE ASSIGNMENT.....	60
SIGNATURE PAGE.....	69

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 in positions covered by this agreement and referenced in the Pay Range Assignments section of the contract, and any additional positions with a community of interest created by the City.

- 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
Office Professional/Human Resources Department
Human Resources Technician/Human Resources Department

2. Recognition - Association. The Association recognizes the City Manager, or his/her 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 City's Personnel Ordinance shall substitute entirely for any 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 employee(s) 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 their employment with the City. 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 and/or immediate supervisor, 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 made by the City in the performance evaluation form or job description shall be provided to

all affected employees. The City shall be responsible for developing performance evaluation forms. The City shall consult with the MMEA President regarding the revised performance evaluation form. Should the MMEA President provide a written request to meet with City representatives within 10 working days of receipt of the revised form, the City and the MMEA shall have up to 30 calendar days to agree on all outstanding issues pertaining to the revised form. Should the parties fail to agree on all issues, either party may pursue the matter directly to arbitration. The evaluation form accepted by the arbitrator shall be utilized.

- b. All employees shall be evaluated by their department head and/or immediate supervisor not more than four (4) times per year, at least 30 days apart. The evaluations will be conducted at management's discretion and within thirty (30) days of the employee's anniversary date in the current position.
- c. 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.
- d. 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 Director of Human Resources 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/her probationary period shall have the right to resume the position from which he/she 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/she 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 a minimum, at the three (3) month and six (6) month stage of employment.

b. New Hire.

- (1) New hires shall have a twelve (12) month probationary period. A new hire may be released during his/her probationary period with the recommendation of the department head and the approval of the Director of Human Resources. The City shall decide the ability of the probationary employee to meet all of the job criteria. Employees hired by the City after July 1, 1999 shall have recourse to the grievance and arbitration process, during their probationary period, only for matters concerning wages, hours and working conditions, but not concerning employee performance, discipline or dismissal.
- (2) New hires who do not complete the probationary period for any reason except because of a layoff, but are reappointed to the same classification, shall serve a 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 a minimum 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 intra-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 Director of Human Resources 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. Any employee may be demoted as a result of the lay off process or for disciplinary reasons. In addition, an employee may choose to accept a lower level position.
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 within a specific class, arranged in the order of merit. Testing may be waived as permitted and applicable below.
 - (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 employees who have been separated from City service and who are entitled to be certified to department heads when vacancies in the class for which they are qualified are to be filled. Employees on such a list will be placed ahead of those who are on the "Eligible Register" for the class. Names will be arranged in the order provided in this agreement.

- (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 Director of Human Resources shall determine if a vacancy is to be filled. If a vacancy can be filled by reinstatement, the appointing officer shall appoint a person from the re-employment register. If not filled by reinstatement, 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, promotions, and, at the discretion of the Director of Human Resources, open competitive applicants. If there are three or more names, they will be sent to the department head for consideration. Vacancies will be considered in the following order: (1) transfers, (2) promotions, (3) open competitive.
- (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 that are to be filled through promotion shall be filled through written examination, except as provided

below. All employees deemed to be qualified as a result of the written examination may be given an oral and/or performance exam. Employees must receive the minimum passing score in each examination, if applicable. The names will be arranged in the order of the highest scores, as determined by the weight given to each exam, if applicable. An employee shall not be required to repeat a typing test that they had previously passed, which the minimum words per minute is equal to or less than the minimum words per minute that their current classification requires. The names of the top three (3) or fewer certified shall be sent to the appointing officer. The appointing officer must interview these candidates.

For the classifications of Librarian and Associate Librarian, if there are three (3) or fewer qualified applicants, the Director of Human Resources, or designee, at his/her discretion, may forward such qualified applicants to the department head or his/her designee, for an interview and consideration without administering a written examination.

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

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 Director of Human Resources, or designee. No employee serving a probationary period shall be eligible for promotion. However, part-time probationary employees may be eligible for an intra-department transfer to full-time vacancies in exactly the same job classification, and in the same department in which they are currently working, if the employee is desirous of working full-time. Part-time probationary employees, if selected for the full-time vacancy, shall serve a minimum of 12 cumulative months in the probationary classification, with a minimum of 6 months as a full-time employee. If the employee fails to complete the full-time probationary period, he/she shall be dismissed from City service.

Part-Time Clerical Aides are eligible to apply and compete for promotional positions within their current department after completion of their probationary period. Part-Time Clerical 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 this classification are still eligible to apply and compete for other positions through the open competitive process.

In case of rejection of an application for promotion an employee may appeal to the Director of Human Resources, or designee. Notice of all vacancies shall be posted on a bulletin board maintained in a prominent place in City Hall and circulated in each department 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, the affected employee may request a meeting with the appointing officer and the Director of Human Resources within five (5) working days after the hiring decision is made public. At the request of the employee, a MMEA area representative, board member, or officer may be at the above meeting. At this meeting the employee shall be given specific reasons as to why he/she 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 Director of Human Resources, 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 Director of Human Resources, 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 Director of Human Resources. 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. Employees called upon to perform work in a higher classification 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) consecutive 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.

5. 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/she 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/her 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/her 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/her position is reallocated to a lower class, he/she 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.

6. 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

Employees in the positions assigned to the Building Department who hold the positions of Building, Electrical, Plumbing, Heating and Mechanical Inspector shall have \$800 folded into their salary effective July 1, 2000.

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.

7. Volunteer Training Benefits. The City will reimburse an employee one hundred (100) per cent of his/her 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.

8. 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) percent of annual base pay.

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

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

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

After completion of twenty-five (25) years' continuous service: Nine (9) percent 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 Department of Human Resources 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. 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. 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 determined by management for training and education purposes. An alternative schedule for any other purpose shall be agreed upon by management and each employee whose schedule is subject to change. 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/her 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/her 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/her department head agrees that it shall be one-half (1/2) hour. If the

employee cannot be absent from his/her 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/she shall receive a minimum of four (4) hours' pay during which time he/she shall perform such work within the department as may be reasonably assigned to him/her.
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.

Day shift workers who work overtime before or after their regular shift are not eligible for shift premiums. Day shift workers who work overtime after their regular shift are eligible for shift premium if they work a minimum of four additional consecutive hours.

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 hours the employee works on the calendar days of 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/her 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/her 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, 1999 this amount increases to \$1.20 (one dollar and twenty cents) per hour.

ARTICLE 7

LEAVES OF ABSENCE

1. Leaves - Generally. No employee may be absent from his/her 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 Department of Human Resources, the absentee shall be removed from the City service provided that if any time within ten (10) days the person so absenting himself/herself shall make satisfactory written explanation to the Director of Human Resources of the cause of his/her absence, he/she may be reinstated in his/her position.
 - b. Only during the first four (4) consecutive weeks of any unpaid leave of absence (i.e. FMLA leave, parental leave, leave of absence without pay, etc.) an employee shall have all benefits and seniority continue. Health care benefits will continue thereafter for the balance of the FMLA leave and provided the employee continues to contribute any applicable premium share, pursuant to the law, only if the employee is on approved FMLA leave, even if FMLA leave runs concurrent with other unpaid leaves of absence.

Except as noted above, all benefits and seniority accrual will cease until the employee returns to active duty.
 - c. 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"). All leaves that qualify under the Family and Medical Leave Act, whether paid or unpaid, will be designated as FMLA leave.
 - d. 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/her probationary period, the number of vacation hours credited to him/her shall be proportional to the number of months of the preceding calendar year of twelve (12) months he/she 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/her, an employee must first successfully complete the first six months of his/her probationary period before he/she may use the vacation hours. If the hours credited to him/her on January 1st total less than forty (40) hours, he/she 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/her 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/her for that year when he/she 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 Department of Human Resources. Any such hours paid will not be included in any overtime consideration.
3. Personal Leave. 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 to earn 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/her probationary period, the actual number of sick leave hours credited to him/her shall be proportional to the number of months he/she 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/her, an employee must first successfully complete the first six (6) months of his/her entry level probationary period before he/she may use the sick leave hours. If the hours credited to him/her on January 1st total less than forty-eight (48) hours, he/she 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/her first crediting, or that number of hours that he/she 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 Human Resources.

- b. Approval of the Director of Human Resources 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/her 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. Employees will not be permitted to use sick leave during the last 10 working days of employment with the City, unless the employee submits a medical certificate to his/her supervisor which justifies the sick leave request.

When an employee is on sick leave for five (5) consecutive days or more, the employee must submit to his/her department head or designee, prior to returning to work, a return to work medical certificate that includes the reason for the absence, and a release stating that the employee can perform the essential functions of the job. The City reserves the right to send the employee to a physician of its choice for verification of the employee's ability to return to work, at the expense of the City.

- 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/she shall be permitted to accumulate additional sick

leave days. He/She 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/her, or to his/her estate, one-half 1/2 of his/her accumulated unused sick leave not to exceed eighty (80) days at his/her base pay in effect at such date.

5. Sick Leave Utilization. Sick leave is only to be used for absences due to illness or injury.
- a. Sick leave may be utilized by an employee in the event of his/her own illness or injury or for illness or injury in his/her immediate family which necessitates his/her absence from work. The employee shall notify his/her supervisor or department head by telephone or messenger as early as possible prior to the beginning of his/her shift. The notification shall provide the specific reason for the sick leave request.
 - b. An employee utilizing his/her sick leave for the illness or injury of a member of his/her 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, spouse's 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/her accumulated sick leave and is unable to return to work, must substitute any vacation time he/she has due for sick leave, 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/her accumulated sick leave and vacation days. The number of sick leave days he/she 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 one time every three years provided the employee has repaid the previous balance of sick leave. 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 which the employee earns and/or deducted from any compensation otherwise due the employee at termination. 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.

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.

- f. 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/her 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 one-half (1/2) day 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. Once the employee has used all of his/her approved leave, he/she 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 Director of Human Resources may offer the employee a light duty assignment in a non-union temporary position. The Director of Human Resources 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/her immediate family, a regular full-time employee shall be granted a paid leave of absence of up to three (3) consecutive work days. The three (3) consecutive working days are applied to the employee's normal working schedule. In case of death of an employee's current spouse's grandparent or an employee's current spouse's 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 may request a leave of absence, 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 Director of Human Resources is required prior to paid or unpaid parental leave authorization.

- b. 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 work 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 Director of Human Resources 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/her first tour of duty, such employee would be reinstated to his/her former position or one comparable to his/her as may be required by State or Federal Law, provided:
- a. He/She makes application for reinstatement within ninety (90) days after he/she is released from military duty or from hospitalization continuing after discharge for a period of not more than one (1) year.
 - b. He/She 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/she shall be placed in such other position, the duties of which he/she is qualified to perform, as will provide him/her with like status, and pay, or the nearest approximation thereof consistent with the circumstances of his/her 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/her commanding officer. He/She shall be paid by the City the difference between the amount he/she received for such training and his/her 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/she receives for such duty and his/her 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/her regular working period may upon the recommendation of the department head and the approval of the Director of Human Resources 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/she 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/her 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/her approval or disapproval of the request, his/her plan for taking care of the work during the absence of the employee and, if necessary, his/her 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 Director of Human Resources, 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 Director of Human Resources 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/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 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. Unpaid leaves of absence will not be granted until all paid leave has been used.

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 Director of Human Resources 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 Association may process the grievance to the next step. In the event 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 employee(s) or position(s) allegedly grieved. The Association shall be notified of any grievance filed by an employee. An individual employee shall have the right to have a MMEA representative 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/her employment with the City should present a written grievance within ten (10) working days after he/she learns of the occurrence to his/her immediate supervisor. The immediate supervisor shall give a written response within ten (10) working days of receipt of the grievance. 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 after the grievance meeting. 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 Director of Human Resources by the MMEA. This must occur within ten (10) working days after the decision is made in Step 2. The Director of Human Resources will give his/her written reply within ten (10) working days after the grievance meeting. If the grievance cannot be resolved at this stage the Association may process the grievance to Steps 4 or 5 within ten (10) working days after the grievance answer.

Step 4. If the decision of the Director of Human Resources 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. Either the City or the Association may request non-binding mediation over the grievance following the conclusion of Step 3 or, if utilized, Step 4. Such a request shall be made in writing addressed to the State of Michigan, Department of Consumer and Industry Services, Bureau of Employment Relations, and copied to the other party. Such a request shall be mailed and sent to the other party within ten (10) calendar days after the conclusion of Step 3 or, if utilized, Step 4.

If a solution cannot be reached in Step 3 or, if utilized, Step 4, or at mediation, the grievance may be appealed by the Association. This appeal must be made within the time limits set forth in subsection (a) below.

A request for arbitration presented to the Director of Human Resources 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 Director of Human Resources within ten (10) calendar days of the conclusion of Step 3 or, if utilized, Step 4 or mediation.
- (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 Director of Human Resources shall be commissioned to contact the arbitrator and request a date for hearing the grievance.

c. General Condition of Appeals to Arbitration.

- (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 the procedure shall be carried out by the Director of Human Resources.

A laid-off employee may exercise his/her 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, within this bargaining unit, the least senior employee in the same or lateral classification or a less senior employee in a lower classification for which the employee has the minimum qualifications to do the job. A part-time employee cannot bump a full-time employee. An employee shall meet the license requirements of the job description within six months, unless the job requires a license upon appointment pursuant to State and/or Local laws.

Employees bumping into any classification must be able to perform all the requirements of the job, per the job description and other work duties and responsibilities in the job posting, as determined by the City, within 30 calendar days. An employee who exercises his/her bumping rights shall not test for the job.

If the employee fails to demonstrate they can perform the requirements of the job, within 30 calendar days, he/she shall be allowed to exercise their bumping rights, pursuant to the bumping process, one additional time. The employee will be given an additional 30 calendar days to demonstrate that they can perform the requirements of the job. However, should the employee fail to demonstrate that they can perform the requirements of the job, he/she shall be laid off and placed on the re-employment register.

- c. Employees to be laid off shall make their bumping selection within five (5) working days of the layoff notice. Any employee laid off from City service and without bumping options will be given 10 working days notice. The MMEA President will be notified of the lay off. An employee that is to be bumped will be provided with a layoff notice by the Director of Human Resources or his/her designee, as soon as is practical after the previously affected employee announces his/her intent to bump. An employee that is to be bumped will notify the Director of Human Resources of his/her intentions to bump or be laid off within five (5) working days

of being notified that he/she is being displaced. Any affected employee will be placed into their new job as soon as is practical.

- d. An employee laid off shall be placed on the appropriate reemployment register for a period of three (3) years from the day of notification.
- e. An employee laid off shall keep his/her address and telephone number current with the City Department of Human Resources. 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/she was laid off, he/she 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. Should an employee's original position be reinstated and said employee is on the reemployment register, he/she shall have the first opportunity to the position as provided in this agreement if he/she is the most senior employee.
- g. A laid off employee has the right to test promotionally for any other job, for which he/she is qualified, within the bargaining unit. If the employee takes a job in a higher classification than originally laid off and then completes his/her probationary period, his/her name shall be removed from the original reemployment register. If the employee takes a job in a lower classification than originally laid off, his/her name shall be maintained on the reemployment register for the original job.
- h. Laid off employees shall be recalled based on the inverse order of layoff, provided the employee is on the appropriate reemployment register.
- i. For lay off purposes only, part-time employees will be given half (1/2) credit for each full year service in the City, as of the date of first lay off notice.
- j. Employees accepting positions within the City outside the MMEA, shall have no bumping rights in the MMEA after successfully completing their probationary period.

2. Resignation. An employee resigning from his/her position whenever possible shall give sufficient advance notice of his/her intention to resign in order 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 Human Resources.

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, unless condition warrants immediate action, as determined by the City. 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/she 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/her 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, unless conditions warrant immediate removal, pending written notification.

- 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 the fourth step of the grievance procedure within ten (10) calendar days of receipt of the written notification of discharge or suspension.

5. An employee may request that any disciplinary action be removed from their personnel file, which is at least four (4) years old. The request must be filed with the department head and must be approved by the department head and Director of Human Resources.
6. 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.
7. 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 Director of Human Resources. If the Director of Human Resources 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 Director of Human Resources 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/her probationary period as a new hire shall be provided with a life insurance policy. 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 shall be as follows:

Term Life	Accidental Death and Dismemberment
\$50,000	\$50,000

- 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 1999-2000, the health premium cap will be \$5,698. Beginning in July 1, 2000, for contract year 2000-2001, the current drug prescription plan shall be changed to Rx \$10. For contract year 2000-2001, the health premium cap shall be increased from the 1999-2000 cap by the percentage increase in the Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, per the Expenditure Category Medical Care, Not Seasonally Adjusted percentage change from January 1999 to January 2000.

For the contract year 2001-2002, the health premium cap will be increased again (as an additional amount) by the percentage increase in the Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, per the Expenditure Category Medical Care, Not Seasonally Adjusted percentage change from January 2000 to January 2001.

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 its share of health insurance premium payments ceases upon termination and shall also cease after four consecutive weeks of any approved unpaid leave of absence unless the unpaid leave of absence is considered an FMLA qualifying leave of absence. The employee must pay his/her share of premium, if applicable. 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 spouse's 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/her 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 spouse's 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/her health insurance premiums, for himself/herself, his/her spouse and his/her 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/her 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 he/she remarry.
- i. Non-Duty Injury Resulting in Death. When an employee dies, his/her 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 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.

<u>Class I Benefits</u>	<u>Delta</u>	<u>Employee</u>
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%

<u>Class II Benefits</u>	<u>Delta</u>	<u>Employee</u>
Prosthetic Appliances	50%	50%

<u>Class III Benefits</u>	<u>Delta</u>	<u>Employee</u>
<u>Orthodontics</u>	<u>0%</u>	<u>100%</u>

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/her 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/her 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. 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/her address last known to the Association spelling out that he/she 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/she 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 Director of Human Resources, 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 Director of Human Resources and shall be effective no later than thirty (30) days from receipt of the request by the Director of Human Resources. 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. 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.
 - b. 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

The City shall provide the following plan and benefits of the Municipal Employees Retirement System (MERS) program, as defined by MERS, for the life of this agreement:

- Benefit B-4 – Benefit at retirement is based on 2.5% of the member's final average compensation multiplied by years and months of credited service, not to exceed 80% of the member's final average compensation. (adopted 7-1-94)
- FAC-3 – Final average compensation is computed on the highest 36 consecutive months of earnings, divided by 3. (adopted 7-1-97)
- Benefit Program E – Provided a 2%, one time increase in retiree annual benefit, times number of full years retired. Effective for those retired at the time of adoption of the benefit. (adopted 1-1-72)
- Benefit Program E-1 – Provides an annual cost-of-living increase of up to 2.5%, based on consumer price index, for all retirees whose retirement effective date was prior to the date of adoption of this benefit. (adopted 7-1-71)
- Benefit Program E-2 – Provides an annual cost of living increase of up to 2.5%, based on consumer price index, for all retirees whose retirement effective date is on or after the date of adoption of this benefit. (adopted 7-1-71)
- Waiver of 47(f) and F55 (with 20 years of service) – Waives the reduction in annual benefits for retirement other than the normal MERS retirement of 60 years of age with 10 years or more of service. F55 (with 20 years of service) allows retirement, with no reduction in annual benefit, at age 55 with 20 years or more of credited service.

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, 1999 through June 30, 2002, 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 2002 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, 1999:

Wages will be adjusted by 3.5%. Wages will be calculated to five decimal places.

EFFECTIVE July 1, 2000:

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

EFFECTIVE July 1, 2001:

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

**MMEA
EFFECTIVE JULY 1, 1999**

Pay Range

Grade	Title	Start A	6 mo B	1 yr C	2 yr D	3 yr E
1	Clerical Aide	6.50786	6.79893	7.13828	7.47761	7.82909
	Tenant Aide	13,536	14,142	14,848	15,553	16,285
2	Housing Aide I	7.55032	7.88968	8.22902	8.61683	8.99254
		15,705	16,411	17,116	17,923	18,704
2a	Clerk Typist	7.36114	7.85968	9.21600	10.14339	11.01283
	Parking Violations Clerk	15,311	16,348	19,169	21,098	22,907
3	Office Assistant	10.88314	11.45276	12.03449	12.62834	13.18584
	Library Assistant	22,637	23,822	25,032	26,267	27,427
4	Account Clerk III	11.73150	12.32536	12.94345	13.56153	14.15539
	Clerk Staff Assistant	24,402	25,637	26,922	28,208	29,443
	Senior Housing Staff Assistant					
	Engineering Aide I					
	Housing Aide II					
	Technical Secretary					
5	Accounting Specialist	12.57985	13.12523	13.70697	14.26446	14.82194
	Computer Operator/Trainer	26,166	27,300	28,510	29,670	30,830
	PC Technician					
6	Programmer II	13.30702	14.15539	14.50684	15.07645	15.67030
	Recreation Coordinator	27,679	29,443	30,174	31,359	32,594
7	Associate Librarian	14.02207	14.65227	15.30671	15.90057	16.54288
	Building Maintenance Worker	29,166	30,477	31,838	33,073	34,409
	Customer Service Technician					
	Engineering Aide II					
	Software Specialist					
	Traffic Signal Technician					
	Water Treatment Plant Operator					
8	Engineering Aide III	14.82194	15.48851	16.54288	16.84587	17.51242
	PC Technical Coordinator	30,830	32,216	34,409	35,039	36,426
	Production Director					
	Utility Worker I					
	Water Analyst					

**MMEA
EFFECTIVE JULY 1, 1999**

Pay Range

Grade	Title	Pay Range				
		Start A	6 mo B	1 yr C	2 yr D	3 yr E
9	Accountant	15.83996	16.54288	17.27005	17.98509	18.66378
	Electrical/Mechanical/ Maintenance Worker I	32,947	34,409	35,922	37,409	38,821
	Housing Inspector					
	Planning/Housing Technician					
	Reference Librarian					
	Software and Communication Specialist					
	Technical Services Librarian					
	Youth Services Librarian					
10	Appraiser	16.70044	17.43972	18.17899	18.94250	19.69391
	Electrical/Mechanical/ Maintenance Worker II	34,737	36,275	37,812	39,400	40,963
11	Building Inspector	17.53667	18.34866	19.18489	20.00901	20.83315
	Electrical Inspector	36,476	38,165	39,905	41,619	43,333
	Plumbing/Heating/Mechanical Inspector					
12		18.84555	19.68180	20.54226	21.39062	22.26323
		39,198	40,938	42,728	44,492	46,308

The following positions, work associated with those positions, and associated ranges continue to be represented by the Association, even though those titles are not currently being utilized: Range 2: Data Entry Clerk, Office Worker I; Range 4: Programmer I, Recreation Staff Assistant, Production Assistant; Range 5: Meter Reader; Range 6: Airport Attendant, Neighborhood Services Officer; Range 7: Senior Meter Reader, Meter Service Mechanic; Range 10: Programmer/Analyst.

**MMEA
EFFECTIVE JULY 1, 2000**

Pay Range

Grade	Title	Start A	6 mo B	1 yr C	2 yr D	3 yr E
1	Clerical Aide	6.70309	7.00289	7.35242	7.70193	8.06396
	Tenant Aide	13,942	14,566	15,293	16,020	16,773
2	Housing Aide I	7.77682	8.12637	8.47589	8.87533	9.26231
		16,176	16,903	17,630	18,461	19,266
2a	Clerk Typist	7.58197	8.09547	9.49248	10.44769	11.34321
	Parking Violations Clerk	15,770	16,839	19,744	21,731	23,594
3	Office Assistant	11.20963	11.79634	12.39552	13.00719	13.58141
	Library Assistant	23,316	24,536	25,783	27,055	28,249
4	Account Clerk III	12.08344	12.69512	13.33175	13.96837	14.58005
	Clerk Staff Assistant	25,134	26,406	27,730	29,054	30,327
	Senior Housing Staff Assistant					
	Engineering Aide I					
	Housing Aide II					
Technical Secretary						
5	Accounting Specialist	12.95724	13.51898	14.11817	14.69239	15.26659
	Computer Operator/Trainer	26,951	28,119	29,366	30,560	31,755
	PC Technician					
6	Programmer II	13.70623	14.58005	14.94204	15.52874	16.14040
	Recreation Coordinator	28,509	30,327	31,079	32,300	33,572
7	Associate Librarian	14.44273	15.09183	15.76591	16.37758	17.03916
	Building Maintenance Worker	30,041	31,391	32,793	34,065	35,441
	Customer Service Technician					
	Engineering Aide II					
	Software Specialist					
	Traffic Signal Technician					
	Water Treatment Plant Operator					
8	Engineering Aide III	15.26659	15.95316	17.03916	17.35124	18.03779
	PC Technical Coordinator	31,755	33,183	35,441	36,091	37,519
	Production Director					
	Utility Worker I					
	Water Analyst					

**MMEA
EFFECTIVE JULY 1, 2000**

Grade	Title	Pay Range				
		Start A	6 mo B	1 yr C	2 yr D	3 yr E
9	Accountant	16.31515	17.03916	17.78815	18.52464	19.22369
	Electrical/Mechanical/ Maintenance Worker I	33,936	35,441	36,999	38,531	39,985
	Housing Inspector					
	Planning/Housing Technician					
	Reference Librarian					
	Software and Communication Specialist					
	Technical Services Librarian					
	Youth Services Librarian					
10	Appraiser	17.20145	17.96291	18.72435	19.51077	20.28472
	Electrical/Mechanical/ Maintenance Worker II	35,779	37,363	38,947	40,582	42,192
11 *	Building Inspector	18.45891	19.29526	20.15658	21.00542	21.85429
	Electrical Inspector	38,395	40,134	41,926	43,691	45,457
	Plumbing/Heating/Mechanical Inspector					
12		19.41091	20.27225	21.15852	22.03233	22.93112
		40,375	42,166	44,010	45,827	47,697

* \$800 certificate pay rolled into base pay July 1, 2000 per contract.

The following positions, work associated with those positions, and associated ranges continue to be represented by the Association, even though those titles are not currently being utilized: Range 2: Data Entry Clerk, Office Worker I; Range 4: Programmer I, Recreation Staff Assistant, Production Assistant; Range 5: Meter Reader; Range 6: Airport Attendant, Neighborhood Services Officer; Range 7: Senior Meter Reader, Meter Service Mechanic; Range 10: Programmer/Analyst.

**MMEA
EFFECTIVE JULY 1, 2001**

Pay Range

Grade	Title	Start A	6 mo B	1 yr C	2 yr D	3 yr E
1	Clerical Aide	6.90418	7.21297	7.57299	7.93298	8.30587
	Tenant Aide	14,361	15,003	15,752	16,501	17,276
2	Housing Aide I	8.01012 16,661	8.37016 17,410	8.73016 18,159	9.14158 19,014	9.54017 19,844
2a	Clerk Typist	7.80942	8.33833	9.77725	10.76112	11.68350
	Parking Violations Clerk	16,244	17,343	20,337	22,383	24,302
3	Office Assistant	11.54591	12.15023	12.76738	13.39740	13.98885
	Library Assistant	24,015	25,210	26,556	27,867	29,097
4	Account Clerk III	12.44594	13.07597	13.73170	14.38742	15.01745
	Clerk Staff Assistant	25,888	27,198	28,562	29,926	31,236
	Senior Housing Staff Assistant					
	Engineering Aide I					
	Housing Aide II Technical Secretary					
5	Accounting Specialist	13.34595	13.92454	14.54171	15.13316	15.72458
	Computer Operator/Trainer	27,760	28,963	30,247	31,477	32,707
	PC Technician					
6	Programmer II	14.11741	15.01745	15.39030	15.99460	16.62461
	Recreation Coordinator	29,364	31,236	32,012	33,269	34,579
7	Associate Librarian	14.87601	15.54458	16.23888	16.86890	17.55033
	Building Maintenance Worker	30,942	32,333	33,777	35,087	36,505
	Customer Service Technician					
	Engineering Aide II					
	Software Specialist					
	Traffic Signal Technician					
	Water Treatment Plant Operator					
8	Engineering Aide III	15.72458	16.43175	17.55033	17.87177	18.57892
	PC Technical Coordinator	32,707	34,178	36,505	37,173	38,644
	Production Director					
	Utility Worker I					
	Water Analyst					

**MMEA
EFFECTIVE JULY 1, 2001**

Pay Range

Grade	Title	Pay Range				
		Start A	6 mo B	1 yr C	2 yr D	3 yr E
9	Accountant	16.80460	17.55033	18.32179	19.08037	19.80040
	Electrical/Mechanical/ Maintenance Worker I	34,954	36,505	38,109	39,687	41,185
	Housing Inspector					
	Planning/Housing Technician					
	Reference Librarian					
	Software and Communication Specialist					
	Technical Services Librarian					
	Youth Services Librarian					
10	Appraiser	17.71749	18.50179	19.28608	20.09609	20.89326
	Electrical/Mechanical/ Maintenance Worker II	36,852	38,484	40,115	41,800	43,458
11 *	Building Inspector	19.01267	19.87411	20.76127	21.63558	22.50991
	Electrical Inspector	39,546	41,338	43,183	45,002	46,821
	Plumbing/Heating/Mechanical Inspector					
12		19.99323	20.88041	21.79327	22.69329	23.61905
		41,586	43,431	45,330	47,202	49,128

* \$800 certificate pay rolled into base pay July 1, 2000 per contract.

The following positions, work associated with those positions, and associated ranges continue to be represented by the Association, even though those titles are not currently being utilized: Range 2: Data Entry Clerk, Office Worker I; Range 4: Programmer I, Recreation Staff Assistant, Production Assistant; Range 5: Meter Reader; Range 6: Airport Attendant, Neighborhood Services Officer; Range 7: Senior Meter Reader, Meter Service Mechanic; Range 10: Programmer/Analyst.

INDEX

	Page
Act of God.....	17
Agency Shop.....	51
Agreement.....	1
Amounts of Life Insurance.....	45
Annual Buy-Out.....	46
Arbitration by other than the American Arbitration Association.....	39
Arbitration by the American Arbitration Association.....	38
Arbitration.....	16
Association Activities.....	50
Ban on Rehire.....	44
Base Rate.....	11
Call-In.....	18
Certificate Bonus.....	13
Changes in the Job Description.....	15
City Discretion.....	15
City Responsibilities.....	56
Compensation.....	11
Creation of New Jobs.....	15
Death Due to Duty Death.....	48
Deferred Retirement.....	48
Definition of Dependent.....	49
Definitions.....	6
Demotions.....	12
Dental Insurance.....	49
Disabled Employees.....	48
Disciplinary Actions.....	43
Divorce.....	48
Dues Deduction.....	52
Duration.....	45
Duration.....	47
Duration.....	58
Employee Layoff, Termination or Suspension.....	41
Evaluation of Personnel.....	3
Filling of Vacancies.....	6
Financial Responsibility.....	51
Funeral Leave.....	30
General Condition of Appeals to Arbitration.....	39
General Provisions.....	36
General.....	45
Grievance Procedure Step Five.....	38
Grievance Procedure Step Four.....	38
Grievance Procedure Step Three.....	38
Grievance Procedure Step Two.....	37
Grievance Procedure.....	36

Health Insurance.....	45
Holidays and Holiday Pay.....	21
Holidays.....	21
In-Lieu of Benefits Pay.....	23
Insurance.....	45
Introduction.....	3
Job Evaluation Committee.....	15
Job Evaluation.....	15
Layoff.....	41
Leaves – Generally.....	24
Leaves of Absence Without Pay.....	33
Leaves of Absence.....	24
Life Insurance.....	45
Longevity Pay.....	14
Management Rights.....	56
Meal Periods.....	17
Medicare Requirement.....	49
Military Leave.....	32
New Appointments.....	12
New Hire.....	5
No Strike – No Lockout.....	54
Non-Duty Injury Resulting in Death.....	48
Odd Schedule Easter Premium.....	21
Odd Schedule.....	19
Officers and Representatives.....	50
On-Call.....	20
Open Competitive.....	9
Outside Employment.....	44
Overtime.....	19
Parental Leave.....	30
Part-Time Benefits.....	23
Part-Time, Day after Thanksgiving.....	22
Pay Policies for Status Changes.....	12
Pay Range Assignments.....	60
Personal Leave.....	26
Personnel Rules.....	3
Probation for Promotion.....	4
Probationary Appointment.....	4
Procedure.....	15
Promotion.....	7
Promotions.....	12
Rate Progression.....	11
Recognition – Association.....	2
Recognition - City of Midland	2
Recognition.....	2
Reinstatement.....	7
Residency.....	20

Rest Periods.....	17
Retirees.....	47
Retirement.....	55
Right to Discipline.....	54
Savings.....	57
Scope.....	11
Shift Differential.....	18
Show-up Time.....	18
Sick Leave Utilization.....	28
Sick Leave with Pay.....	26
Signature Page.....	69
Special Leave.....	33
Suspension and Discharge.....	43
Temporary Work Assignments.....	9
Transfer.....	6
Union/Administration Meetings.....	36
Use of City Facilities and Equipment.....	50
Vacation Leave.....	25
Voluntary Shift Trade.....	20
Volunteer Training Benefits.....	13
Wage Addendum.....	59
Work by Employees.....	54
Work Day Scheduling.....	17
Work Stoppage.....	54
Workweek and Hours of Work.....	17
Workweek.....	17

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, 1999.

FOR THE CITY OF MIDLAND

FOR THE MIDLAND MUNICIPAL
EMPLOYEES ASSOCIATION


R. Drummond Black, Mayor


Barbara Luttermoser, President


Penny Kovacevich, City Clerk


Jack Armstrong, Committeeperson


Kay Bowens, Committeeperson
Bowens

APPROVED BY:


Jeff Shields, Committeeperson


Karl Tomion, City Manager


Doug Ward, Committeeperson

