

City of Owosso

Michigan

PERSONNEL POLICY MANUAL

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## Chapter 1 PERSONNEL MANUAL OBJECTIVES

### Purpose of the Personnel Manual

It is the purpose of this Personnel Manual to give effect to the intent and requirements of Chapter 7 of the Charter of the City of Owosso pertaining to personnel management. The rules and procedures hereinafter set forth, together with any additions thereto or amendments thereof, shall govern the conditions of employment for City non-union employees and administrative officers. The rules and procedures hereinafter set forth may be amended from time to time as the needs of the City service may require. In addition, the following positions are not included in this Personnel Manual:

1. All elected officials
2. The City Attorney
3. The City Manager
4. Seasonal and Temporary Employees
5. Members of Boards and Commissions
6. Volunteer Personnel
7. Technical Consultants
8. Contract Personnel
9. Part-time Employees
10. Employees covered by a Collective Bargaining Agreement

### Part-Time Employee

A part-time employee is one who works less than thirty-two (32) hours per week for the department to which he is assigned. A seasonal employee is an employee hired for a full-time workweek for a period of time not to exceed ninety (90) days. Part-time and seasonal employees are not eligible for vacation leave, sick leave, or other fringe benefits.

### Temporary Employees

A temporary employee is one who is hired for a short period of time, whether definite or indefinite. The summer help in both the DPW and Parks Departments are examples of a temporary employee. A temporary employee is not eligible for the benefits provided regular time employees. If overtime is authorized, he shall be paid for overtime work in the same manner as regular full-time employees. Temporary employees will not be beneficiaries of any union agreement.

Pay rates of temporary employees shall be set by the Personnel Director and reflect the relative responsibility of the position, necessary qualifications, pay scales for comparable positions in other services, and remain consistent with the intent of this plan.

## Gender

Reference to the male gender shall apply equally to the female gender and vice versa.

## Personnel Director

The City Manager shall assume all of the duties and responsibilities as Personnel Director of all City employees and administrative officers. He may delegate such duties to some other officer or employee of the City who has the necessary training or experience to act in this capacity. Further, he shall establish necessary procedures for the orderly administration of the Personnel Manual and personnel management in such a way as to insure the following:

1. That the City of Owosso shall not discriminate in regard to hiring, terms of employment, promotion, transfer, or other conditions of employment because of race, color, creed, national origin, sex, religious affiliation, age, height, weight, marital status and disability status.
2. That employment in the City service shall be made attractive as a career.
3. That all appointments and promotions to positions in this plan shall be on the sole basis of merit and fitness, which so far as is practical, shall be ascertained by means of competitive examinations.
4. That position classification and compensation plans shall be prepared which will conform to the principle of like pay for like work.
5. That a performance rating system shall be provided whereby economy and effectiveness in personnel services may be promoted to the mutual benefit of the employees, City officials, taxpayers and all the people of Owosso.
6. That each employee shall be encouraged to render his best service to the City.

## Employer Rights

A. The City of Owosso shall have the sole and exclusive right to manage and operate all of its operations and activities. The City of Owosso reserves the right to exercise its discretion in all matters pertaining to its activities and personnel, including but not limited to, the methods and means of operations and activities, the right to determine all matters pertaining to the services to be furnished and the methods, procedures, means, equipment and machines required to provide such service; to establish the nature and number of facilities and departments to be operated and their locations; direct and control operations; to maintain order and efficiency; to continue and maintain its operations as in the past; to study and implement improved methods and

equipment, and in all respects, to carry out the ordinary and customary functions of city management.

B. The City of Owosso shall have the exclusive right to hire, promote, assign, transfer, suspend, discipline, discharge, layoff and recall personnel; to establish work rules and to fix and determine penalties for violations of such rules; to make judgments as to ability and skill; to determine work loads, to establish and change work schedules.

## CHAPTER 2 POSITION CLASSIFICATION PLAN

### Preparation of Classification Plan

The Personnel Director shall prepare a position to be included in the classified service placing in such class those positions which are so similar with respect to difficulty, responsibility and character of work as to require generally the same kind and amount of training and experience for proper performance and to merit equal pay within the established range for the class and including a statement of the qualifications for the satisfactory performance of the duties of the position and such other information as may be desirable and pertinent. In making such allocations, he shall provide for the uniform application of the classification plan to positions within different City departments.

### Administration of the Plan

In order to create any new position which would be within the classified service, the Personnel Director may study and define the position, allocate it to the proper class, ascertain that adequate funds are available to support the position for the remainder of the fiscal year, and to forward this information for action by the City Council.

## CHAPTER 3 PAY PLAN

### Purpose

The purpose of this chapter is to describe the pay plan in effect for those employees covered by this Personnel Policy Manual.

The pay plan described in this chapter is designed and shall be administered in such a way as to provide a system of compensation which:

1. establishes rates of pay which are competitive and which will attract and retain the best-qualified and most competent employees;

2. is fair and equitable, insofar as this is practicable.

### Pay Grades

The pay grades and the rates of pay associated with the pay grades shall be those as shown on the chart included with this Personnel Policy Manual and designated as Appendix A. Changes to the rates of pay may be made from time to time by the Personnel Director to reflect general increases or decreases necessary to maintain a competitive pay structure for the employees to which the pay plan applies. Such changes shall be subject to budget allocations therefor.

The Personnel Director shall from time to time determine the appropriate pay grade for each classification, considering such factors as the rates of pay for comparable positions in other communities and in the private sector, the duties and responsibilities of the position, the pay grades for similar positions in the City, and the importance of the position to the accomplishment of organizational objectives.

### New Employees and Promotions

Generally, a new employee and an employee promoted to a new classification shall start at the beginning rate of the pay grade for his or her classification. The employee shall remain at that rate of pay for six months at which time, and following completion of the required performance evaluation, he or she shall receive the six months rate of pay. After one year of service, and following completion of the required performance evaluation, the employee shall then receive the full performance rate of pay for the pay grade for that classification.

Exceptions to the above described pay procedure for new employees and promotions shall be made only upon the approval of the Personnel Director.

## CHAPTER 4 EMPLOYMENT PROCEDURES

### Application Forms

Applications for positions in the Personnel Manual shall be made on forms provided by the Personnel Director and must be filled out in full and signed by the person applying.

### Examinations

Unless the Personnel Director determines otherwise, all full-time positions filled by recruitment from outside this Plan shall be filled through examination. All appointments and promotions in the City service shall be made without regard to race, color, creed, national origin, sex, religious affiliation, age, height, weight, marital status and disability status, and shall be based on merit and fitness. Examinations may be written, oral, physical and/or performance tests or any combination of these which may take into consideration such factors as education, experience, aptitude, knowledge, skill, character, physical fitness, or any other qualifications which may enter into the determination of the relative fitness of applicants. Promotional examinations shall be open to all regular employees who meet the necessary requirements. In all examinations, candidates will be required to attain a minimum rating as established by the Personnel Director on each part of the test in order to receive consideration for appointment.

### Physical Examination

Employees may be required to undergo a physical examination at City expense. Continued employment may be contingent upon the employee meeting the physical requirements for the position. Key administrative officials may receive annual physical examinations at City expense as determined by the Personnel Director.

### Orientation Period and Purposes

The orientation or working test period shall be regarded as an integral part of the examination process and shall be utilized for closely observing the employee's work for securing the most effective adjustment of a new employee to his position, and for rejecting any employee whose performance does not meet the required performance standards. The orientation period shall begin immediately upon appointment and shall continue as follows:

1. Employees shall serve an orientation period of six (6) months for original appointments, transfer appointments, and for promotional appointments.



2. An extension of the above orientation periods not to exceed six (6) months may be granted by the Personnel Director.

At any time during the orientation period, the Personnel Director may remove an employee if, in his opinion, the working test indicates that such employee is unable or unwilling to perform the duties of the position satisfactorily or that his work performance and dependability do not meet his continuance in the service. At least thirty (30) days prior to the expiration of an employee's orientation period, the Department Head shall notify the Personnel Director, in writing, and in the form designated by the Personnel Director, either:

1. that the services of the employee were satisfactory and that he will continue the employee in his position; or
2. that the services of the employee were unsatisfactory and the he will not continue the employee in his position; or
3. that he wishes an extension of the working test period and will continue the employee in his position for an additional period if the extension is granted. A copy of such notice shall be given the employee.

#### Lay-Off

Employees covered by this Plan may be laid off for any of the following reasons:

1. Lack of work for a specific position.
2. Lack of funds for a specific position.
3. Physical or mental disabilities which prevent the proper performance of duties. In such case, every effort will be made to relocate the employee to another position for which he is qualified.

Employees will generally receive ten (10) calendar days notice of an impending layoff. Every effort will be made to relocate the employee to another position.

#### Personnel Transactions

All appointments, separations and other personnel transactions must be made on forms as designated by the Personnel Director.

#### Payroll Certification

The Personnel Director is the only individual authorized to execute forms related to payroll changes.

## CHAPTER 5 EMPLOYEE PERFORMANCE EVALUATION

### Evaluation Procedure - Objective

The Personnel Director shall prepare a system for evaluating the work performance of all employees. The purpose of the employee performance evaluation shall be primarily to inform employees on how well they are doing their work and how they can improve their work performance. The performance evaluation may also be used: in determination of salary increases and decreases; as a factor in determining order of lay-off; as a basis for training, demotion, transfer or dismissal; and for such other purposes as set forth in these regulations.

### Period of Evaluation

On original appointments, transfers or promotions, all employees except temporary workers shall be evaluated at the end of five months of service, at the end of eleven months of service, and annually thereafter at a date prescribed by the Personnel Director. An employee shall not be eligible for a pay raise until the performance evaluation form has been completely processed.

### Evaluation and Review

Evaluations of staff positions covered by this Plan shall be made by the appropriate Department Directors or other designated officials and reviewed with the Personnel Director. In addition, the evaluator shall discuss each performance evaluation with the employee being evaluated. All performance evaluations shall be confidential and shall be made available only to (1) the employee evaluated; (2) his supervisor or Department Head; or (3) the Personnel Director or his representative. If for any reason a Department Head shall request an alteration of the performance evaluation form after it has been officially submitted to Personnel, such request shall be in writing and shall set forth fully the reasons for the request. Such request when approved by the Personnel Director shall become the official performance evaluation.

All Departmental Directors and Administrative Officials covered by this Plan shall be evaluated in the prescribed manner by the City Manager.

### Demotion

The City Manager may demote any employee covered by the Plan when, in his opinion, the employee is incapable of performing adequately the duties of his current position but meets the minimum qualifications for another necessary and defined position. A written statement of the reasons for such action shall be furnished to the employee prior to demotion.

## CHAPTER 6 DISCIPLINARY ACTION

### Basis for Discipline

Conduct or behavior by employees which is not conducive to the efficient operations of the City of Owosso and the well-being of its citizens and staff is prohibited. The following is a list of various prohibited practices or behaviors. It is not all-inclusive, nor is it to the exclusion of other practices or behaviors, which are prohibited by the City of Owosso.

Adherence to these practices or any behavior deemed inappropriate by the City of Owosso may result in disciplinary action from verbal reprimand up to and including discharge, in the sole discretion of the City of Owosso. All questions regarding the seriousness of employee behavior or its repetition, and the appropriate action to be taken, lie within the sole discretion of the City of Owosso.

Prohibited employee conduct includes, but is not limited to:

1. Being convicted of a felony.
2. Drinking intoxicating beverages or possessing intoxicating beverages while on duty.
3. The use of illegal drugs and/or sales of illegal drugs during paid working hours.
4. Conviction for reckless driving of city vehicles.
5. Possession of weapons without employer permission during paid working hours.
6. Theft of property belonging to other employees, the City or visitors.
7. Immoral conduct or indecency.
8. Fighting and/or displaying argumentative/disruptive attitudes during working hours with the employer, fellow employees, and citizens.
9. Willful disobedience or failure to carry out the proper order of a supervisor/superior and other acts of insubordination.
10. Failure to display to the employer's satisfaction on an ongoing daily basis the ability to respond politely and courteously to co-workers, citizens, and supervisors.
11. Failure to display to the employer's satisfaction on an ongoing daily basis the ability to work effectively as a member of a team.

12. Failure to display to the employer's satisfaction on an ongoing daily basis the ability to perform under intense time pressure.
13. Failure to display to the employer's satisfaction on an ongoing daily basis the ability to accept changes in working conditions gracefully and make required adjustments.
14. Failure to display to the employer's satisfaction on an ongoing daily basis the ability to keep mentally and physically fit for work duty.
15. Failure to display to the employer's satisfaction on an ongoing daily basis the ability to report to work on time, alert, and ready to devote themselves exclusively to the City of Owosso's public services.
16. Failure to display to the employer's satisfaction on an ongoing daily basis the ability to perform their assigned duties in an efficient and productive manner.
17. Excessive absenteeism and/or lateness.
18. Sexual harassment.
19. Racial or other harassment.
20. Giving false information or misleading information to the employer and/or the public.
21. Abuse of leave time.
22. Making or publishing of false, vicious or malicious statements concerning any employee, department head, or the city.
23. Solicitation or acceptance of bribes, fees, or other items of value to influence performance of work for the city.

### Types of Discipline

Following are the types of disciplinary action, which may be invoked against employees of this Plan when and if necessary. This disciplinary action may be independently invoked.

1. Reprimand

Verbal or written reprimands may be given to any employee covered by this Plan by his immediate position supervisor or evaluator. Copies of written reprimands may be made a part of an employee's personnel file and remain as such unless limited by statute.

2. Suspension

The City Manager may, for disciplinary purposes, suspend without pay any employee under his control. The City Manager may delegate this authority to the Department Directors as it relates to employees other than Department Heads. The length of a suspension shall be in relative comparison to the offense.

3. Dismissal

Subject to the provisions of Chapter 7 of the Owosso City Charter and other appropriate statutes, the City Manager may demote, transfer, or dismiss for cause any employee under his control occupying a position subject to this manual when he considers that the good of the City shall be served thereby. It shall be the responsibility of the City Manager in any case of demotion, transfer, or dismissal to give the concerned employee a written statement setting forth in substance the reasons therefore and to file a copy of such statement in the employee's service record.

### Harassment Policy Statement

The City of Owosso will not condone any form of racial, sexual, or other prohibited harassment in the workplace.

1. Racial harassment shall be defined as any form of conduct by employees involving actions or comments related to race or ethnicity when:
  - a. Acceptance of such conduct is made a term or condition of employment or used as a factor in decisions affecting an individual's employment; or
  - b. Such conduct interferes with an individual's employment or creates an intimidating, hostile or offensive employment atmosphere.
2. Sexual harassment shall be defined as unwelcome sexual advances, attention or pressure when:
  - a. Submission to or acceptance of such conduct is made a term or condition of employment or used as a factor in decisions affecting an individual's employment; or
  - b. Such conduct interferes with an individual's employment or creates an intimidating, hostile or offensive employment atmosphere.

### Harassment Grievance Procedure

- Step 1. If an employee is being harassed he/she should:
  - a. Make an attempt to rectify the situation by direct confrontation with the harasser, stating that the conduct is not welcome.
- Step 2. If direct confrontation is unsuccessful or if an employee is unable to confront the harasser, the employee may:
  - a. Report the harassment to the Department Head, or

- b. Report the harassment to the Director of Employee Relations, whichever is appropriate, who shall investigate and attempt to resolve the matter.

Step 3. The employee may report the harassment to the City Manager where the complaint may be heard in Executive Session.

Step 4. The employee may file a formal charge with the Michigan Department of Civil Rights or, under Title VII, with the Equal Employment Opportunity Commission.

The City of Owosso will not condone any form of retaliatory action against any employee who levels charges of harassment. Any employee engaging in retaliatory action against an employee who levels charges of harassment shall be subject to the disciplinary procedures set forth in the Policy Manual up to and including suspension or discharge.

Any employee knowingly filing a false complaint may be subject to disciplinary action up to and including discharge.

#### SOCIAL SECURITY NUMBER PRIVACY POLICY

##### **1. Purpose.**

The City of Owosso is required by the Michigan Social Security Number Privacy Act, Public Act 454 of 2004, MCL 445.81, *et seq.*, to create a privacy policy concerning the Social Security numbers that it possesses or obtains.

##### **2. Policy.**

It is the policy of the City to protect the confidentiality of the Social Security numbers obtained in the ordinary course of business from employees, vendors, contractors, customers or others. No person shall knowingly obtain, store, transfer, use, disclose, or dispose of a Social Security number that the City obtains or possesses except in accordance with the Act and this Privacy Policy.

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

- a. **Obtaining Social Security Numbers.** Social Security numbers should be collected only where required by federal and state law, or as otherwise permitted by federal and state law for legitimate reasons consistent with this Privacy Policy.

Legitimate reasons for collecting a Social Security number include, but are not limited to:

- Applicants may be required to provide a Social Security number for purposes of a pre-employment background check.

- Copies of Social Security cards may be obtained for purposes of verifying employee eligibility for employment.
  - Social Security numbers may be obtained from employees for tax reporting purposes, for new hire reporting or for purposes of enrollment in any City employee benefit plans.
  - Social Security numbers may be obtained from creditors or vendors for tax reporting purposes.
- b. **Public Display.** All or more than four sequential digits of a Social Security number shall not be placed on identification cards, badges, time cards, employee rosters, bulletin boards, permits, licenses or any other materials or documents designed for public display. Documents, materials or computer screens that display all or more than four sequential digits of a Social Security number shall be kept out of public view at all times.
  - c. **Account Numbers.** All or more than four sequential digits of a Social Security number shall not be used as a primary account number for an individual.
  - d. **Computer Transmission.** All or more than four sequential digits of a Social Security number shall not be used or transmitted on the Internet or on a computer system or network unless the connection is secure or the transmission is encrypted.
  - e. **Mailed Documents.** City documents containing all or more than four sequential digits of a Social Security number shall only be sent in cases where state or federal law, rule, regulation, or court order or rule authorizes, permits or requires that a Social Security number appear in the document. Documents containing all or more than four sequential digits of a Social Security number, that are sent through the mail, shall not reveal the number through the envelope window or otherwise be visible from outside the envelope or package.
  - f. **Freedom of Information Act.** Where all or more than four sequential digits of a Social Security number are contained within a document subject to release under the Freedom of Information Act, the Social Security number shall be redacted or otherwise rendered unreadable before the document or copy of a document is disclosed.
  - g. **Storage.** All documents containing Social Security numbers shall be stored in a physically secure manner. Social Security numbers shall not be stored on computers or other electronic devices that are not secure against unauthorized access.
  - h. **Access to Social Security Numbers.** Only personnel who have legitimate business reasons to know will have access to records containing Social Security numbers. The department head having access to records containing Social Security numbers shall determine which other personnel within their department have legitimate reason in the City's ordinary course of business to have access to such Social Security numbers. Personnel using records containing Social

Security numbers must take appropriate steps to secure such records when not in immediate use.

- i. **Disposal.** Documents containing Social Security number will be retained in accordance with the requirements of state and federal laws and the City's retention policy. At such time as documents containing Social Security numbers may be disposed of, such disposal shall be accomplished in a manner that protects the confidentiality of the Social Security numbers, such as shredding.
- j. **Unauthorized Use or Disclosure of Social Security Numbers.** The City shall take reasonable measures to enforce this Privacy Policy and to correct and prevent reoccurrence of any known violations. Any employee who knowingly obtains, uses or discloses Social Security numbers for unlawful purposes or contrary to the requirements of this Privacy Policy shall be subject to discipline up to and include discharge. Additionally, certain violations of the Act carry criminal and/or civil sanctions. The City will cooperate with appropriate law enforcement or administrative agencies in the apprehension and prosecution of any person who knowingly obtains, uses or discloses Social Security numbers through the City for unlawful purposes.
- k. **Guidance.** If any questions regarding Social Security number privacy and security should arise, contact the office of the City Manager for policy clarification and guidance.

Adopted by council at their regular meeting December 5, 2005.

## CHAPTER 7 DISPUTE RESOLUTION PROCEDURE

Despite the best efforts and good intentions of both employees and their supervisors, disputes sometimes occur as a result of misunderstandings, differences of opinion or interpretation of a policy or procedure. Many times these issues can only be resolved after the facts and circumstances are reviewed by higher levels of management.

The following Dispute Resolution Procedure has been developed to assist the employees and the employer in the timely and proper disposition of any dispute as defined below.

### Definitions

**Dispute:** For the purposes of this Procedure, dispute shall mean a complaint or disagreement of an employee regarding any condition of employment, or the application, meaning or interpretation of personnel policies or procedures as they affect the work activity of said employee.



Days: For purposes of this Procedure, days shall mean working days, except where specifically noted as calendar days.

### Policy

An employee filing a dispute shall have at every step the right to present witnesses and evidence to support his/her position.

Any of the time limits for the submission of disputes or responses may be extended by written mutual agreement of the employee and the employer executed prior to the end of the period sought to be extended.

Failure to process a dispute by the employee within the time limits afforded, or agreed upon extensions, shall constitute termination of the dispute. The failure of the employer's representative to meet time limits shall cause the dispute to move on to the next step in the procedure.

### First Step

An employee who has a complaint shall first discuss the matter with his/her immediate supervisor. If the issue cannot be resolved in the initial discussion, the employee shall state the complaint in writing to the appropriate Department Head. This written complaint shall be filed with the Department Head within seven (7) calendar days from the date of occurrence or knowledge thereof and a copy filed with the Personnel Department.

The Department Head shall reply in writing to the written complaint within three (3) days of the day following receipt of the written complaint. If the matter is resolved at this step, the Personnel Department shall be so notified in writing.

If, because of the organizational structure, an employee does not have a supervisor other than the City Manager, the dispute automatically proceeds to Step 4 of the Dispute Resolution Procedure.

### Second Step

If the Department Head's reply is not acceptable to the employee, he/she may submit the written complaint to the Director of Employee Relations or the Personnel Director which ever is applicable within three (3) days of the Department Head's written answer.

The Director of Employee Relations will hold a meeting with the complainant within three (3) days following receipt of such request. The Director will respond in writing to the complainant within three (3) days following the Second Step meeting.

### Third Step

If the Director of Employee Relation's reply is not acceptable to the employee, said employee may request a hearing before the City Manager by submitting a written request for such. The request for a hearing shall be made within three (3) days of the receipt of the Director of Employee Relation's reply and the hearing shall be held within three (3) days following the request.

Hearing participants may include the employee, the employee's immediate supervisor, the Department Head, appropriate witnesses for both parties, appropriate Personnel Department representatives and the City Manager.

The City Manager shall reply to the complainant within five (5) days following the Third Step hearing.

### Fourth Step

If the matter remains unsettled after having made full use of the Dispute Resolution Procedure, Section 7.20 of the Owosso City Charter shall apply.

There shall be no appeal from a decision reached under 7.20 of the Owosso City Charter, as such decision shall be final and binding on the employee, employees involved, and the employer.

## CHAPTER 8 EMPLOYEE DISMISSAL ARBITRATION PROCEDURE

### Purpose and Scope

The Dismissal Arbitration Procedure has been established as a means to resolve all complaints about dismissal from employment. It is intended to ensure that no eligible City employee is dismissed without cause, or is terminated for a discriminatory or other unlawful reason. Therefore, if an eligible employee has a complaint about his or her dismissal from employment; it will be resolved in accordance with this Arbitration Procedure. Prior to his challenging the termination in accordance with this Chapter, employees subject to Section 4.12 of the City Charter shall first exhaust the appeal procedure available to them under said section.

The Dismissal Arbitration Procedure is the exclusive, final and binding method to resolve all claims, controversies or complaints arising out of or relating to purposes of the Procedure.

Dismissal from employment shall mean an involuntary and permanent separation from employment by the City and shall include any actual or constructive dismissal discharge, firing or release.

### Steps

If the employee desires to challenge the termination, the employee must give written notice to the City Manager of the employee's election to arbitrate the dismissal. The written notice must be delivered to the City Manager or must be postmarked no later than thirty (30) days after the date of notice of discharge.

Upon receipt of a timely notice of election to arbitrate, the City and the employee shall submit the case to arbitration in accordance with and subject to the following:

1. The City Manager will promptly deliver or mail a list of names of arbitrators to the employee. The list shall be comprised of the names of the arbitrators on one of the standing panels of arbitrators in use by the American Arbitration Association.
2. Within fourteen (14) calendar days of the date the list was mailed, the employee or the employee's representative must meet or confer at a mutually convenient place and time with the City Manager, or his or her designee, to choose an arbitrator from the list. The arbitrator shall be chosen from the list by alternately striking names, the employee striking first, until only one name remains.

3. Once an arbitrator has been chosen, the case shall be arbitrated in accordance with the Voluntary Labor Arbitration Rules of the American Arbitration Association, except as herein modified.

#### Standards to be Applied by the Arbitrator

The jurisdiction of the arbitrator shall be limited to complaints protesting termination of the employment relationship. The arbitrator shall determine whether the termination was lawful under applicable federal, state, and local statutory and common law and shall determine whether, based on a preponderance of the evidence, the City has just cause for dismissal. The City shall prevail to the extent permitted by law if the arbitrator finds that the City, based on the nature of the employee's position and responsibilities and the City's lawful stated policies, had just cause for dismissal, or that dismissal was otherwise appropriate under its policies. The burden of proof shall at all times be upon the party seeking relief.

In reaching a decision the arbitrator shall interpret, apply and be bound by any applicable City Personnel Policy Manuals, handbooks, rules, policies and procedures and by any applicable federal, state or local law. The arbitrator shall have no authority, however, to add to, detract from, change, amend or modify any law, handbook, personnel policy manual, rule, policy or procedure in any respect. Nor shall the arbitrator have authority to consider or decide any matters, which are the sole responsibility of the City in the management and conduct of City business.

#### Form of Award

The arbitrator shall submit to the parties a detailed, written award signed by the arbitrator. The award shall specify the elements of and basis for any monetary award. The award shall be accompanied by a written opinion signed by the arbitrator who shall include findings of fact and, where appropriate conclusions of law.

#### Relief

If the arbitrator finds that the employee violated any lawful City rule, policy or procedure established by the City as just cause for dismissal, and finds that the employee was dismissed for that violation, the employee's dismissal must be upheld and the arbitrator shall have no power to reduce the dismissal to some less disciplinary action.

If the arbitrator finds that the employee was unlawfully or unjustly dismissed, the arbitrator may grant any remedy or relief that a court of competent jurisdiction could grant. However, in no event shall the arbitrator award relief greater than that sought by the employee.

If the arbitrator finds that the employee was unlawfully or unjustly dismissed and finds that reinstatement would be appropriate under the circumstances, the arbitrator shall order the City to either offer the employee reinstatement to a position comparable to the one previously held by the employer or, to pay up to two years frontpay in lieu of reinstatement, reduced to present value, in addition to any severance and/or back pay to which the employee is entitled.

In any award of backpay, the arbitrator shall deduct any lawful setoffs, including but not limited to setoffs for unemployment compensation benefits, for the employee's interim earnings, for any other sums paid in lieu of employment during the period after discharge, and for any amount attributable to a proven failure by the employee to mitigate the damages.

#### Costs

The arbitrator's fees and expenses shall be borne equally by the City and the dismissed employee except that fees incurred as a result of any postponement shall be borne by the party causing the postponement of the hearing.

#### Transcript of Proceedings

Either party may request that a transcript be made of the arbitration proceedings. The party requesting the transcript shall bear the full cost of the transcript, unless the other party also requests a copy of the transcript, in which event the parties shall divide the cost equally.

#### Witnesses

The expenses of any witness shall be borne by the party calling the witness.

#### Representation

Either party may be represented by an attorney or other representative.

#### Attorney Fees

Neither party shall be liable for the payment of expenses of fees charged to the other party by any attorney or other representative who assists the party or participates in any way in the Arbitration Procedure.

### Time Limits

The time limits contained herein may be extended only by the mutual written agreement of the parties. Failure of the employee to meet the time limits, or agreed upon extensions shall constitute a failure to exhaust the Dismissal Arbitration Procedure.

### Exclusive Remedy, Effect of Arbitration and Condition Precedent

The Dismissal Arbitration Procedure is intended to be the sole and exclusive remedy and forum for all claims arising out of or relating to an employee's dismissal from employment, and the decision and award of the arbitrator is intended to be final and binding between the parties as to all claims arising out of or relating to an employee's dismissal from employment. The decision and award of the arbitrator is also intended to be enforceable in any court of competent jurisdiction.

In the event a court of competent jurisdiction should determine that the Dismissal Arbitration Procedure is not the sole and exclusive remedy and forum for some or all of an employee's claims and/or that the decision and award of the arbitrator, if any, is not final and binding between the parties as to some or all of the employee's claims, it is intended that exhaustion of the Dismissal Arbitration Procedure be a condition precedent to the institution or maintenance of any legal, equitable, administrative or other formal proceeding.

## CHAPTER 9 EMPLOYEE RELATIONS

### Attendance and Leave Time

#### Items

Work Week	Leave without Pay
Holidays	Worker's Compensation Leave
Overtime	Return to Work Policy
Vacation	Personal Business Days
Sick Leave	Funeral Leave
Other Leave with Pay	Longevity
Expense Reimbursement	Insurance
Retirement	Conference and Workshops
Residency	Employee Training & Development
Administration of Employee Development Programs	Tuition and Reimbursement
	Political Activity

### Work Week

The normal workweek shall be forty (40) hours.

### Holidays

Paid Holidays for all employees covered by this Plan in the City service shall be as follows:

New Year's Eve Day  
New Year's Day  
Good Friday  
Memorial Day  
Independence Day  
Labor Day  
Thanksgiving Day  
Friday after Thanksgiving  
Christmas Eve Day  
Christmas Day  
Employee's Birthday

Other days may be declared Holidays by resolution of the City Council. When one of the above Holidays falls on Saturday or Sunday, it may be observed on the preceding Friday or following Monday respectively. Holidays which occur during vacation leave shall not be charged against annual leave and the employee shall have an additional day off with pay.

### Overtime

All employees, other than Administrative Officers or Department Heads, who are required to work more than their normal forty (40) hours per week may be given either compensatory leave or paid overtime. Federal and State statutes may govern compensatory time. Except in cases of emergency, such overtime must be requested in advance by the Department Head and approved by the Personnel Director.

Salaries paid to Administrative Officers and Department Heads shall include consideration of the fact that the responsibilities of these positions may require work in excess of the normal forty (40) hour workweek. Overtime worked by officials holding these positions, therefore, will not be directly compensated either in the form of added pay or in compensatory time off. The Personnel Director may, however, grant compensatory leave of absence for such periods and at such times as he may determine to be appropriate in individual circumstances and in the best interests of the City.

Vacations

Vacation time off shall be computed as of the employee’s anniversary date. All employees (including rehired employees) must complete one (1) year of service to be eligible for vacation time off. Vacation time is not prorated and an employee must complete the full eligibility year to qualify for any vacation time off. Employees will receive vacation credits as follows:

After one full year service .....	10 workdays
After five full years service .....	13 workdays
After ten full years service.....	15 workdays
After fifteen full years service .....	17 workdays
After twenty full years service.....	20 workdays

Except as provided below, unused vacation credits shall be used up during the current (anniversary) year or they shall be forfeited. If due to extenuating circumstances an employee is unable to use his vacation credits, the City Manager, at his discretion, may extend the time period for not more than ninety (90) additional days.

When an employee has earned more than ten (10) days of vacation leave per year, he may elect to be compensated for unused vacation days in accordance with the following schedule:

<u>Vacation Days Earned Per Year</u>	<u>Maximum Unused Days Paid</u>
10	0
13	3
15	5
17	7
20	10

To qualify for payment for unused vacation days, the employee must have taken a vacation period of at least five (5) consecutive days, excluding weekends and holidays, during the vacation year. This payment will be made following the employee’s anniversary date.

Sick Leave

Sick Leave shall not be considered as an entitlement, which an employee may use at his discretion, but such sick leave shall be allowed only in cases of actual sickness or disability. Any abuse of sick leave may result in disciplinary action.

Sick Leave shall be earned at a rate of one day per month accumulative to one hundred twenty (120) workdays. On retirement, the employee will be paid one-half of his accumulated unused sick leave at his current rate of pay, with maximum payment not to



exceed sixty (60) days. Maximum accumulation for illness purposes is 120 days. Yearly payment for one-half of total accumulation over 120 days is to be paid to the employee.

When an employee's earned sick leave is exhausted, he may be placed on leave without pay. Annual leave so encumbered may not be subsequently used until such time as the employee's sick leave account is in balance.

#### Other Leave with Pay

Employees shall be granted leave with pay for the following reasons and subject to the following restrictions:

1. Any required appearance before a court on behalf of the City.
2. Participation in conferences and official meetings which enhance the employee's value to the City and when approved by the Personnel Director.
3. Jury Duty, if the employee returns to the City any fee received for serving on jury other than reimbursement for meals and travel expenses.

#### Leave Without Pay

The City Manager may grant an employee a leave without pay for a time period up to 180 calendar days. The employee has the responsibility to request a leave of absence by completing a leave of absence form and submitting it to the Personnel Department. Leaves are unpaid. Upon written application to the City Manager, submitted at least seven (7) calendar days prior to the end of the employee's leave of absence, an extension of the leave may be granted.

The following conditions apply to an employee's leave of absence and reinstatement:

1. An employee desiring to take a leave without pay must submit such request in writing to the Personnel Department for the City Manager's approval.
2. Employees must give two (2) weeks notice prior to returning to work from a leave of absence. Upon written request submitted at least seven (7) days prior to the end of an employee's leave of absence, the City Manager may grant an extension of the leave.
3. An employee may request that accumulated vacation time be used for an approved leave of absence. If an employee does not desire to utilize accrued vacation time during a leave of absence, the vacation accrual balance will be held at the amount in effect on the employee's last day of work prior to commencing the leave.

4. Unless otherwise noted, an employee will not receive holiday pay or other fringe benefits while on an unpaid leave of absence. An employee's scheduled performance reviews and merit increases will be adjusted if the leave of absence is longer than sixty (60) days.
5. Employees returning to work at the end of their leave will be reinstated to any position the City has available at the time, and at the rate of pay pertaining to that position. Reinstatement may be denied if the employee is not qualified to fill an available position, or if the City's circumstances have changed so as to make it impracticable or unreasonable to provide a position for the returning employee.
6. An employee who secures employment from another employer or who becomes self-employed without the prior approval of the City of Owosso while on an approved leave of absence shall be deemed to have voluntarily terminated their employment with the City of Owosso.
7. An employee's failure to return to work at the end of a leave of absence will result in termination of employment.

#### Education Leave

An employee may be granted an educational leave upon the written request and approval of the City Manager for a period not to exceed one hundred eighty (180) calendar days. Such a leave will be granted without pay subject to an employee requesting that accumulated vacation time be used as provided in Condition three (3) above.

#### Other Type of Leaves

##### Military Leave

The City of Owosso agrees to abide by the mandatory provisions of Federal and State laws, and its judicial interpretations with respect to leaves of absence due active military service, re-employment of veterans, Reserves/National Guard and the U.S. Public Health Service.

##### Family and Medical Leave

In accordance with the Family and Medical Leave Act (FMLA), an employee who has been employed by the City of Owosso for twelve (12) consecutive months (and has worked 1250 hours during those months) may take a leave of absence for up to a total of twelve (12) weeks during any 12-month period for the following reasons:

1. His or her own health condition;

2. To care for a child, spouse or parent who has a serious health condition;
3. Birth of a child; or
4. The placement of a foster or adoptive child with the employee.

The City utilizes a “rolling” 12-month period for purposes of computing the amount of remaining leave an employee has available to use at any given time. Thus, an employee’s current entitlement to leave is based on how much FMLA leave the employee has taken in the preceding 12 months, as measured backwards from the date the currently requested leave would commence. For example, if an employee has taken eight weeks of leave during the past 12 months, an additional four weeks of leave could be taken.

1. Employees anticipating the need for a leave pursuant to the FMLA are requested to provide at least thirty (30) days advance written notice of a need for the leave. If it is not possible to provide thirty (30) days advance notice, the employee should provide as much advance notice as practical under the circumstances.
2. When the necessity for the leave is foreseeable based upon planned medical treatment, employees are required to make a reasonable effort to schedule the treatment so as to not unduly disrupt the operations of the City of Owosso.
3. The family or medical leave can be taken intermittently or on a reduced work schedule when there is a medical necessity and with the approval of the City Manager.
4. Employees requesting a medical leave for a serious health condition under paragraphs (1) and (2) above, including intermittent or reduced schedule leaves, must provide certification of the serious health condition of the employee or eligible family member which includes the following:
  - A. The date on which the serious health condition began;
  - B. The probable duration of the condition;
  - C. Appropriate medical facts regarding the condition.

Such certification shall be on a form approved by the U.S. Department of Labor.

If the Employer questions the need for the leave or the adequacy of the medical certification, it shall have the right to obtain a second opinion, at the employer’s expense. If the two health care providers’ opinions differ, a third opinion from a health care provider may be requested by the employee mutually agreed upon by the employer and

the employee, which opinion shall be paid for by the employer and will be final and binding on the parties.

5. The employer may require periodic re-certification from the employee during the leave period. Furthermore, if the leave is necessitated by the employee's own serious health condition, the employee will be required, before his or her return to work, to provide medical certification that he or she is able to resume work.
6. There shall be no loss of seniority or accrued benefits during the period of FMLA leave. Health insurance benefits shall be maintained during the FMLA leave at the same level and conditions as if the employee had continued to work. Employees will be asked to utilize any accrued paid time-off as part of the twelve (12) week period granted for any of the reasons set forth in Items 1, 2, 3, and/or 4 above.
7. The employee shall accrue seniority while on an FMLA leave.
8. An employee on FMLA leave who desires to return to work must notify the City Manager, in writing, at least seven (7) calendar days prior to the return date.
9. An employee who has been absent for medical reasons must obtain a return to work release from his or her physician which must certify the employee is fit for duty without restriction or specify the type, nature and duration of any work restriction, if applicable.
10. An employee on FMLA leave for twelve (12) weeks or less shall be returned to work either to the position he or she held prior to taking the leave, or to an equivalent position. An employee is returned to his or her position with the same rights the employee would have had if he or she had been continuously employed during the FMLA leave. An employee is not entitled to any greater rights or benefits than he or she would have been entitled had he or she not taken the leave.
11. An employee seeking to return to work with medical restrictions shall be returned to work in line with his or her seniority to an available position, if any, which the restricted employee is capable and qualified to perform. If an employee cannot be placed in a suitable position, the employee will be placed on continued leave status until an appropriate accommodation can be made, up to a maximum of twelve (12) months. Nothing in this provision is intended to preclude the rights and obligations of either the employee or the City of Owosso under the American With Disabilities Act (ADA) and related state law.

12. Once an employee has expended his or her full 12-week allotment of leave time, he or she is no longer entitled to the benefits and protections of this Section of the Personnel Policy, which include, but are not limited to, the right to continued health insurance benefits and the right to be returned to his or her prior position or an equivalent position. An employee's failure to return to work at the expiration of FMLA leave may result in termination of employment. However, the employee may apply for "Leave Without Pay" as provided for elsewhere in this Personnel Policy, subject to the limitations contained therein. Nothing in this Section should be construed as a guarantee of "Leave Without Pay".
13. If an employee on FMLA leave fails to return to work, and the reason for the failure to return to work is due to circumstances within the employee's control, such employee shall reimburse the City of Owosso for the health insurance premiums paid on behalf of the employer during his or her leave.
14. The above FMLA benefits are in addition to other leave of absence benefits provided by the City of Owosso. To the extent that any provision of this Section conflicts with the FMLA, the language of the Act will prevail.

#### Workers Compensation Leave

Each regular full-time employee or orientation employee covered by this Plan who is unable to work as the result of an injury incurred in the performance of his job shall receive pay during such workers compensation as follows:

1. During the first seven (7) days, the City shall pay the employee his basic weekly wage.
2. After the first seven (7) days, an employee who is eligible for Worker's Compensation Insurance benefits will be paid such benefits by the City's insurance carrier. The City will pay an employee eligible for Worker's Compensation benefits the difference between his insurance benefit and his weekly wage while he receives Worker's Compensation benefits, provided such dual payments shall not continue beyond six (6) months and shall not, at any time, exceed the employee's weekly take-home pay at the time of the injury.
3. If, upon expiration of the six (6) month period, the employee is unable to return to work, he may elect to use his accumulated sick leave to supplement the difference between his regular weekly wage and his Worker's Compensation benefits.
4. To become eligible for injury leave with pay, an employee must immediately report his injury to the Personnel Director on prescribed forms and make himself available for first aid treatment.

5. No employee shall be entitled to his regular compensation for absence from duty on account of injuries, if said injuries were not job incurred. Such absence from duty will be considered as sick leave and will be governed by the rules pertaining to sick leave.

#### Return to Work Policy

From time to time it may be necessary for employees to be absent from work when an illness or injury renders the employee unable to perform the essential job functions of his or her position, regardless of whether such illness or injury is work-related or non-work related.

During such periods of leave, the City may require an employee to report periodically upon his or her status and intent to return to work. The City may also require, at the employee's expense, periodic reports from his or her physician while he or she is on leave.

At the expiration of a medical leave or if the employee wishes to return to work before the scheduled completion of the leave, there shall be a physician's certification confirming his/her fitness to perform the essential functions of his or her job, with or without reasonable accommodation. The City may delay the return to work until the certification is provided.

If a physician's certification indicates that the employee is able to return to work with certain restrictions, the City will reasonably accommodate such request as required by law, and, in light of the operational needs of the city, may consider the following options:

- Reinstatement of the employee to the position he or she vacated, while restructuring or removing certain non-essential functions, to meet the restrictions set forth in the physician's certification.
- The reinstatement of the employee to a vacant position for which the employee is qualified, the essential functions of which are within the restrictions set forth in the physician's certification. Such a reassignment may be for a temporary period of time.
- Reinstatement to a temporarily created position, the essential functions of which are within the restrictions set forth in the physician's certification.

Such assignments must be approved by the Director of Employee Relations or the City Manager, and may differ considerably from the assignment and shift previously held by the employee. No employee shall return to his or her previous position from such an assignment without a physician's certification confirming his or her fitness to perform the essential functions of that position, with or without reasonable accommodation.

Nothing contained in this policy shall be construed to limit either the City's or the employee's rights and obligations under the Workers' Disability Compensation Act, the Family and Medical Leave Act, the Americans With Disabilities Act, the Michigan Handicappers' Civil Rights Act and/or any applicable collective bargaining agreement.

(This Policy revision shall supersede any and all prior City of Owosso return to work memorandums or policies.)

Personal Business Days

Each full-time employee shall, in addition to his regular vacation time, be granted three (3) additional days off with pay for necessary personal business, provided it can be scheduled by the department in such a manner so as not to inconvenience City/department operations. New employees will not be eligible to use personal days until they have completed the six (6) months orientation period. Personal business days shall not be carried from one year to the next.

Funeral Leave

An employee shall be allowed five (5) calendar days as funeral leave not to be deducted from sick leave for a death in the immediate family. However, if, during the five allowed funeral days, the employee's scheduled day off falls within the five funeral days he will not be paid for the scheduled off days. The immediate family shall include: mother, father, spouse, son, daughter, and stepchild.

An employee shall be allowed three (3) calendar days as funeral leave not to be deducted from sick leave for a death in the family. However, if, during the three funeral days the employee's scheduled off day falls within the three funeral days he will not be paid for the scheduled off day. The family shall include: sister, brother, grandparents, grandchildren, mother-in-law, father-in-law, son-in-law, daughter-in-law, sister-in-law and brother-in-law.

Longevity

After completion of the third year of employment, the employee will be paid annually longevity pay according to the following schedule on or about their anniversary date of employment.

Longevity Schedule

3 years completed .....\$150.00

5 years completed .....	400.00
10 years completed .....	650.00
15 years completed .....	750.00

An employee leaving the employ of the City under any circumstances other than retirement or death shall not be granted longevity pay for any partially completed year. Upon retirement or death, the longevity pay shall be prorated according to full calendar months completed.

Expense Reimbursement

Each employee shall be entitled to recover actual out-of-pocket expenses that may be incurred from time to time while on official City business. Reimbursement for the cost of using his or her personal automobile on official City business shall be at the rate per mile established from time to time by the Internal Revenue Service.

Life Insurance

The City shall provide group life insurance for each employee in accordance with a schedule determined by the Personnel Director based upon salary ranges, but not less than the least allowed in any employee contractual agreement.

The City may provide Disability Insurance as determined by the Personnel Director based upon salary range and position.

Health Insurance

The employer provides a medical and surgical insurance, presently Blue Cross, Blue Shield Community Blue PPO Option 10: \$250.00 single/\$500.00 family deductible with \$750.00 single/\$1,500.00 family out-of-pocket maximum; a \$10.00 office visit copay; a \$10.00 chiropractic office visit copay; a \$75.00 Emergency Room copay (waived if admitted or for accident or injury); hospitalization benefit coverage for the Employee and his/her family, with a \$150.00 reimbursement for the single deductible and a \$300.00 reimbursement for the family deductible, after the employee has submitted valid documentation to the employer. Also included is a \$10/\$40 copay prescription drug rider with a \$20.00 reimbursement for brand name drugs only that are without a generic equivalent or medically required, after the employee has submitted valid documentation to the employer. The drug rider coverage shall include the (M.O.P.D.) 90-day mail order, one-time copay prescription rider.

Health Insurance Opt-Out.

An eligible employee, covered by health insurance from another source, may elect to forego the City provided health insurance set forth above and receive, in lieu of such coverage, an annual stipend equal to one-half (1/2) of the single subscriber rate for the coverage set forth in Section 1 for each year the eligible employee has foregone the City



provided health insurance. The stipend payment will be paid by separate check on or about June 30 of each year and will be pro-rated on the basis of one-twelfth (1/12) of the stipend payment for each full month the eligible employee has foregone the City provided health insurance. Employees choosing the Health Insurance Opt-Out must submit on a form provided by the City, evidence satisfactory to the City, of health coverage from another source. In the event an eligible employee elects to forego City provided health insurance coverage, the employee will be allowed to elect, once each year, to be re-covered by the City health insurance, effective during the City's annual open enrollment period.

## Retirement

### Retirement-Option A:

- (a) General City employees hired prior to January 1, 2006 shall remain in the employer's current Defined Benefit pension plan adopted by City Ordinance No. 638, Article VII, Owosso Employee's Retirement System, effective July 1, 1945, or convert to an Option B Defined Contribution Plan available to employees hired after January 1, 2006.
- (b) Vacation, sick leave, life insurance, hospitalization insurance and all other benefits, shall terminate at the date of the employee's retirement.
- (c) General City employees benefit formula shall be Final Average Compensation (FAC) times the sum of 2.5% for all years of credited service. Retirement eligibility is age sixty (60) with ten (ten) years or more of service.

### Retirement-Option B:

- (a) General City employees hired after January 1, 2006 may participate in a Defined Contribution pension program by making contributions to such programs that are made available by the employer.
- (b) Vacation, sick leave, life insurance, hospitalization insurance, and all other benefits shall terminate at the date of the employee's retirement.
- (c) Employees may make contributions to a defined contribution program in such amounts as permitted by the Federal laws and regulations.
- (d) The employer will match employee contributions to the employee's defined contribution account, dollar for dollar, up to a maximum of four percent (4%) of the employee's gross annual salary.

- (e) Employees are one hundred percent (100%) vested in their contributions. Employees will become vested in the Employer's contributions in accordance with the following schedule:
- (f)
  - 50% upon completion of two (2) years of service
  - 60% upon completion of three (3) years of service
  - 70% upon completion of four (4) years of service
  - 80% upon completion of five (5) years of service
  - 90% upon completion of six (6) years of service
  - 100% upon completion of seven (7) years of service

### Moving Expense

From time to time, the Personnel Director may find it necessary to recruit key personnel from outside Shiawassee County area which could involve the payment of up to 100% of actual moving expenses. Such costs shall be determined and approved by City Council prior to making such relocation payments.

### Conference and Workshops

Each Administrative Officer may attend no more than one national conference per year and said conference must be specifically related to his work as may be determined by the City Manager. Local workshop and conference attendance in the State of Michigan shall be permitted for training purposes within the constraints of the adopted budget. All travel must be approved by the Personnel Director prior to proceeding if overnight accommodations are necessary.

## Residency

### Section 1 - Policy

The City of Owosso finds that residency within Shiawassee County will assist in the availability of personnel; will assist in familiarizing the employees and staff with Shiawassee County and its conditions; will promote good relations with the public served by the City of Owosso; and will facilitate the employees' interest in the community they serve. Therefore, the City of Owosso adopts a policy of encouragement and promotion of residency within Shiawassee County amongst its employees and staff.

### Section 2 - Definition

"Residence" shall be construed to be the actual domicile of the individual where he or she normally eats and sleeps and maintains his or her normal personal and household effects.

### Section 3 - Recruitment

All persons hired into the City of Owosso positions covered by this policy after March 1, 2000, shall be required to reside within twenty (20) miles of the City of Owosso city limits and shall remain so throughout the term of their employment with the City of Owosso. If a residence is not established and maintained within the prescribed area upon the date of hire, such person shall obtain residence in said area within six (6) months of the date of hire and shall thereafter reside within twenty (20) miles of the City of Owosso city limits throughout their employment with the City of Owosso.

### Section 4 - Current Employees

All employees of the City of Owosso to which this policy is applicable shall maintain residences within twenty (20) miles of the City of Owosso city limits and shall do so for the duration of their employment with the City of Owosso. However, any current employees that were hired prior to March 1, 2000, who do not reside within twenty (20) miles of the City of Owosso city limits, shall be exempt from this policy. However, the City of Owosso requires all such current staff to establish residency within twenty (20) miles from the City of Owosso city limits if they elect to relocate their current residence.

### Section 5 - Violations

The failure to establish and maintain residency within twenty (20) miles of the City of Owosso city limits by any employee subject to this residency policy shall be considered a violation of this policy and shall be considered by the employer as a voluntary resignation from his or her employment with the City of Owosso.

### Section 6 - Waiver

The City Manager may, at his discretion, waive or extend time limits for compliance with the residency requirements for employment set forth in this policy if an employee requests a waiver or extension and can establish extenuating circumstances that justify the requested waiver or extension. Such extenuating circumstances include, but are not limited to, the following: (a) residency of 20 or more years in the employee's

present domicile; (b) subjection to a lease of greater than 1 year on the employee's present domicile; (c) family-related considerations, such as day care and schooling issues; and (d) spousal work place considerations. When a waiver or extension of the residency requirement is granted under this policy, the City Manager, within the City Manager's sole discretion, may revoke the waiver or extension upon thirty (30) days' notice.

#### Section 7 - Exclusions

In addition to those employees exempt in Section 4, the residency requirement of this policy shall not apply to an employee if the employee is married and both of the following conditions are met: (a) the employee's spouse is employed by another public employer, which, for purposes of this policy, is defined as a county, township, village, city, authority, school district, or other political subdivision of this state and includes any entity jointly created by two or more public employers; (b) the employee's spouse is subject to a condition of employment or promotion that, if not for this section, would require him or her to reside a distance of less than 20 miles from the nearest boundary of the public employer.

#### Employee Training and Development

It shall be the responsibility of the Personnel Director to foster and promote programs of employee training for the purpose of improving the quality of personnel services rendered to the City and of aiding employees to develop themselves for advancement in the service.

#### Administration of Employee Development Program

The Personnel Director shall develop and conduct supervisory and management training and other types of training and employee development programs common to all departments; he shall establish standards of performance and procedures for evaluating employee efficiency and shall assist Department Heads in development and conducting training to meet the specific needs of their departments and in developing and utilizing other techniques for increasing employee efficiency in present positions, and in preparing for promotions to higher positions in the City service.

The Personnel Director shall cooperate with employees, department heads and others, to promote and foster means of bettering the conditions and improving the morale of City employees.

### Tuition Reimbursement

All employees covered by this Plan may receive full or partial payment for the purpose of taking courses directly related to his work including the cost of books required by the university or college in accordance with the following tuition reimbursement schedule:

100% reimbursement up to \$600.00 for Grade C or above.

### Political Activity

No employee in the Personnel Policy Manual shall be required to contribute to or work in any election on behalf of any candidate and no such employee shall participate in any political activities or electioneering on City property during business hours.

Approved as to substance: \_\_\_\_\_  
City Manager Date

Approved as to form: \_\_\_\_\_  
City Attorney Date

Approved by City Council: March 6, 2006 \_\_\_\_\_  
Date

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk

ACKNOWLEDGMENT

PLEASE READ THE FOLLOWING AND SIGN BELOW TO INDICATE RECEIPT OF THIS PERSONNEL POLICY MANUAL AND ACKNOWLEDGMENT OF THE FOLLOWING.

I have received my copy of the Personnel Policy Manual. I have read and agree to keep my Manual for future reference and observe present and future City personnel policies and rules outlined in this Manual. I understand that this Manual is simply intended as an informational guide describing personnel policies, benefits and general information and that these guidelines are not to be construed as either a contract or guarantee of continued employment. I also understand that within the limits allowed by law, the City of Owosso reserves the right to unilaterally amend, modify or cancel this Manual, as well as any or all of the various policies, procedures and programs outlined within it; this also extends to any other employment-related policies and/or procedures and standards. It supersedes any and all past manuals, handbooks, policies, procedures, understandings, and standards written or verbal, express or implied.

Date: \_\_\_\_\_ Signed: \_\_\_\_\_  
Employee's Signature