

# **AGREEMENT**

**MICHIGAN COUNCIL NO. 25**

**AFSCME AFL-CIO Local 1433**

**And**

**THE CITY OF BENTON HARBOR**

**BENTON HARBOR, MICHIGAN**

**Effective From**

**October 19, 2020 through June 30, 2023**

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This AGREEMENT, entered into on this 19<sup>th</sup> day of October, 2020 between the City of Benton Harbor (hereinafter referred to as the "CITY") and the Benton Harbor Employees Local #1433, an affiliate of the International Union of the American Federation of State, County, and Municipal Employees, Michigan Council #25, AFSCME, AFL-CIO (hereinafter referred to as the "UNION").

## **ARTICLE 1 - PURPOSE AND INTENT**

**Section 1. Purpose.** The general purpose of the Agreement is to set forth terms and conditions of employment, and to promote orderly and peaceful labor relations for the mutual interest of the CITY, the employees, and the UNION.

**Section 2. Intent.** The parties recognize that the interest of the community and the job security of the employees depend upon the CITY'S success in establishing a proper service to the community. To these ends, the CITY and the UNION encourage, to the fullest degree, friendly and co-operative relations between the respective representative(s) at all levels, and among all employees.

## **ARTICLE 2 - RECOGNITION**

**Section 1. Recognition.** Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as AMENDED, the CITY does hereby recognize the UNION as the exclusive representative for the purpose of collective bargaining in respect to the rates of pay, wages, hours of employment, and other conditions of employment for the term of this Agreement of all employees of the CITY included in the Bargaining Unit described below:

All employees of the CITY of Benton Harbor, but excluding Public Safety Officers, Public Safety Command Officers, Temporary Employees, Seasonal Employees, Co-Op Student Employees, Confidential Employees (including Assistant to the City Manager, Income Tax Specialist [Assistant to the Human Resource Coordinator] and Assistant to the Public Safety Director, and Supervisors in in accordance with MERC certification #R-76-L -546, dated February 18, 1977.

## **ARTICLE 3 - UNION SECURITY**

**Section 1. Security.** All employees covered by this Agreement may voluntarily become a member of the UNION.

Further, the CITY will not aid, promote or finance any other labor group or organization to engage in collective bargaining, or make any agreement with any such group or organization for the purpose of undermining the UNION.

Section 2. Dues Checkoff. The Employer agrees to deduct from the pay of each individual employee in the bargaining unit Union membership dues, subject to all the following subsections:

- a) The Union shall obtain from each of its members a completed checkoff authorization form which shall conform to the respective State and Federal laws concerning that subject or any interpretations made thereof.
- b) All checkoff authorization forms shall be furnished to the Employer's Treasurer who may return any incomplete or incorrectly completed forms to the Union's Treasurer and no checkoff shall be made until such deficiency is corrected.
- c) The Employer shall check-off only those obligations which come due at the time of the check-off, and will make check-off deductions only if the employee has enough pay due to cover such obligation, and will not be responsible for refund to the employee if he has duplicated a check-off deduction by direct payment to the Union, said refunds shall be the responsibility of the Union. Deductions will be made from the payroll ending nearest the mid-month for the current Union dues and will be remitted to the Union at the time the payroll checks for that period are issued. The Union assumes full responsibility for the disposition of deductions so made once they have been sent to the Union.
- d) The Employer's remittance will be deemed correct if the Union does not give notice, in writing, to the Employer's Treasurer within fifteen (15) working days after the remittance is sent of its belief, with reasons stated therefore, that the remittance is not correct. The Union recognizes that the Employer's sole obligation under this Section is limited to the deduction of dues. If the Employer fails to deduct such amounts as required by this Section, its failure to do so will not result in any financial obligation whatsoever other than to correct the error by means of deductions from the pay of the affected employees.
- e) The Union will provide at least thirty (30) days written notice to the Employer's Human Resource Coordinator of the amount of the Union dues to be deducted from the wages of bargaining unit employees in accordance with the provisions of this Agreement. Any changes in the amounts to be deducted, as determined by the Union, will also be provided to the Employer's Human Resource Coordinator at least thirty (30) days prior to implementation.
- f) The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, and other forms of liability that may arise out of the Employer's compliance with the provisions of this Article.

Section 3. Representation and Rights. The UNION and the CITY agree to the following representations and rights:

- a) Local UNION President and Stewards: The employees covered by this Agreement will be represented by a Local UNION President, a Chief Steward and three (3) Stewards, each of whom shall be a non-probationary employee. The UNION shall have the exclusive rights to assign said Stewards. No more than one (1) Steward shall be working in one

department. It is also agreed that:

- i. The Stewards and Local UNION President, during their working hours, without loss of time or pay, may investigate and present grievances to the CITY during working hours, at a time that would not conflict with the immediate job or program being performed after properly reporting off to their supervisor. Stewards and the Local UNION President, when required to investigate a grievance in a department other than their own shall be required to report to the Supervisor in charge prior to discussion with the grievant(s). The Supervisor shall require the Steward to sign in and out.
- b) UNION Bargaining Committee. The Employees covered by this Agreement shall be represented in negotiations by no more than four (4) non-probationary negotiating committee members from the Local, and Staff Representatives of Council #25. It is also agreed that:
  - i. All bargaining meetings by the parties shall be mutually agreed to by the CITY and the UNION.
  - ii. Members of the bargaining committee shall not lose time or pay for all regular work hours spent in negotiations.
- c) Notification of Stewards, Bargaining Committee and Local UNION President: The UNION shall inform the CITY, in writing, as to the identity of those employees within the bargaining unit who have been elected or appointed the local Union President, stewards, and members of the Bargaining Unit and Local UNION President, and any changes thereof.
- d) Meeting Rooms: CITY meeting rooms may be used by the UNION for meetings and special programs, provided the arrangements are made in advance with the appropriate building official(s).
- e) Notification UNION Representative(s): It is understood and agreed that Council Representative(s) shall have the right to discuss UNION matters over the telephone with the Local UNION President or Stewards during working hours, and in addition thereto, shall have the right to visit employees on the CITY'S premises, provided the employee notifies the department head prior thereto.

Section 4. Orientation. The City and the Union shall arrange, within the first thirty (30) calendar days of employment, up to a thirty (30) minute interview period between the Local Union President and the new employee, furnishing the employee with a copy of the Agreement, authorization cards, explaining the structure of the organization, and providing any other pertinent information.

Section 5. Savings Clause. If, during the life of this Agreement, any of the provisions contained herein are held to be invalid by operation of Law, or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any provisions should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement shall not be affected thereby. In the event any provisions



herein contained is so rendered invalid, upon written request by either party hereto, the CITY and the UNION will enter into collective bargaining for the purpose of negotiating a mutually satisfactory replacement for such provisions.

Section 6. Work Performed by Supervisors. Supervisory employees, or non-bargaining unit members, shall not be permitted to perform work within the bargaining unit except in case of an emergency arising out of an unforeseen circumstance which calls for the immediate attention and instruction of training employees, including demonstrating the proper method to accomplish the task assigned or to assist from time to time. "Emergency" is to be considered any situation, which, due to lack of immediate attention, lack of personnel, equipment, or qualification would result in loss of city services, damage to property, or personal injury.

Section 7. Contracting and Sub-Contracting of Work. The Employer shall have the right to subcontract the work that it does not have the manpower, proper equipment, capacity or ability to satisfactorily perform, or which can be completed in a more cost effective manner through subcontracting.

#### **ARTICLE 4 – MANAGEMENT SECURITY**

Section 1. Management Rights. The CITY, on its own behalf of its Electors, hereby retains and reserves unto itself without limitation, all powers, rights, authority, duties, and responsibilities conferred upon and vested in by the laws and the Constitution of the State of Michigan and of the United States, including but without limiting the generality of the foregoing, the right to:

- a) Manage its affairs efficiently and economically, including the determination of quantity and quality of services to be rendered the control of materials, tools, and equipment to be used and the discontinuance of any services, materials or methods of operation.
- b) To introduce new equipment, methods, machinery or processes, change or eliminate existing equipment and institute technological changes, decide on materials, supplies, equipment and tools to be purchased.
- c) To construct new facilities or the improvement of existing facilities.
- d) To determine the number, location and type of facilities and installations.
- e) To determine the size of the workforce and increase or decrease its size.
- f) To hire, assign and lay-off employees.
- g) To permit municipal employees not included in the bargaining unit to assist but not replace regular workers in performing bargaining unit work in an emergency, as defined in Article 3, Section 6.
- h) To direct the work force, assign work and determine the number of employees assigned to operations.
- i) To establish work schedules.
- j) To discipline and discharge employees for cause.

- k) To adopt, revise and enforce working rules and carry out cost and general improvement programs.
- l) To select employees for promotion or transfer to supervisory or other positions, and to determine the qualifications and competency of employees to perform available work.

Section 2. Management Security. Neither the UNION, its officers or agents, nor any of the employees covered by this Agreement will engage in, encourage, sanction, support or suggest any strikes, slow down, mass absenteeism, the willful absence from one's position, the stoppage of work or the abstinence in whole or in part of the full, faithful and proper performance of the duties of employment for the purpose of inducing, influencing or coercing a change in the condition or compensation, or the rights, privileges or obligations of employment.

Section 3. Bargaining Team. The City Manager shall identify and designate any and all members who shall serve as part of the CITY'S Bargaining Team.

## **ARTICLE 5 – SPECIAL CONFERENCES**

Section 1. Meetings and Conferences. Special conferences for important matters, excluding grievances, will be arranged between the Local UNION President, or Council 25 Representative, and the CITY, or its designated representative, upon the request of either party. Such meetings shall be between at least two (2), but no more than four (4) non-probationary employees of the UNION (not counting the Council 25 Representative), and at least two (2), but no more than four (4) representative(s) of Management; provided, however, either party may have additional outside representation. Arrangements for such special conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Special conferences shall be held within five (5) working days of the receipt of the written request. Matters taken up in special conference shall be confined to those included in the agenda. Conferences shall be held between the hours of 9:00 A.M. and 4:00 P.M. The members of the UNION shall not lose time or pay for time spent in such special conferences. This meeting may be attended by representative(s) of the Council and/or representative(s) of the International UNION.

## **ARTICLE 6 – GRIEVANCE AND ARBITRATION PROCEDURES**

Section 1. Purpose of Procedure. The Employer and the Union commit to an orderly method of adjusting grievances. Therefore, the Employer and the Union agree to the grievance procedure as outlined below for the peaceful settlement of all disputes concerning the interpretation or application of this Agreement. Both the employee or the Union may appropriately file a grievance, but "group grievances", where the same violation is alleged seeking a common remedy, shall be limited to those individual employees specifically identified by the Union no later than Step 3 of Grievance Procedure.

## Section 2 - Grievance Procedure.

- a) Step 1. An employee who believes that he has a grievance shall discuss the matter with his immediate supervisor within five (5) working days following the events which caused the grievance or within five (5) working days following the date when he first reasonably should have known of the events giving rise to the grievance. If requested by the employee, the Steward may be present. A verbal answer to the grievance shall be given by the immediate supervisor involved no later than three (3) working days following the verbal discussion of the grievance.
- b) Step 2. If the grievance is not settled at Step 1, the grieving employee may appeal the decision of his immediate supervisor by reducing the grievance to writing on the appropriate grievance form. An appropriate grievance must include the following:
  - i. Documented on the appropriate grievance form,
  - ii. Specify the provision(s) of the Agreement alleged to have been violated,
  - iii. The facts pertaining to the alleged violation,
  - iv. The signatures of the steward and/or the employee involved, and
  - v. Delivered to the employee's Department Head or that person's designee within five (5) working days after the discussion with the immediate supervisor in Step 1.

A meeting between the Department Head, Human Resource Coordinator, the employee and Steward involved, and if requested, the Local President shall be scheduled within ten (10) working days after receipt by the Department Head of the written grievance. The Department Head or that person's designee shall give the employee and Steward involved a written answer to the grievance within five (5) working days following the scheduled meeting at this step.

- c) Step 3. If the grievance is not satisfactorily settled at Step 2, the Union may appeal the decision of the Department Head by delivery to the City Manager or his designee of a written request for a meeting. This request must be made within five (5) working days after receipt by the steward involved of the Department Head's answer in Step 2. A meeting shall be scheduled within ten (10) working days thereafter or a date mutually agreeable to the attending representatives of both parties. The meeting shall be attended by the local Union President and representative from Council 25, together with the Employer's representatives. Legal counsel for either party may also attend the meeting. The City Manager shall give his written grievance answer to the Local Union President within ten (10) working days following the meeting and shall simultaneously mail a copy of the answer to the attending Council 25 representative.
- d) Step 4. Arbitration Request. If the grievance is not settled satisfactorily at Step 3, the Union may appeal the City Manager's decision to arbitration by notifying the City Manager in writing of its intent to arbitrate within twenty (20) working days following receipt of the City Manager's answer in Step 3. If the City Manager fails to answer a grievance within the time limits set forth in Step 3, the Union, if it desires to seek arbitration, must notify the City Manager in writing no later than twenty (20) working days following the date the City Manager's answer was due, without counting

any additional days for mailing.

Upon receipt of said written notice of intent, the arbitrator shall be selected in rotating, alphabetical order, with Council 25 maintaining the schedule:

- a) Mark Glazer
- b) Paul Glendon
- c) Kathryn Van Dagens

The arbitration proceedings shall be conducted in accordance with the American Arbitration Association Rules and Regulations.

There shall be no appeal from any arbitrator's decision. Each such decision shall be final and binding upon the Union, its members, the employee or employees involved, and the Employer. The arbitrator shall make a judgment based on the express terms of this Agreement and shall have no authority to add to or subtract from any of the terms of this Agreement. The expenses for the arbitrator shall be shared equally between the Employer and the Union.

If the City or the Union believe a term in the collective bargaining agreement needs clarification because the parties have a bona fide dispute over its interpretation, either party may request a pre-mediation meeting. The pre-mediation meeting shall be attended by the City Manager, the Council 25 representative and a representative of the Local Union's bargaining committee. If the matter is not resolved at the pre-mediation meeting, the City or the Union may submit the matter to a mediator appointed by the Michigan Employment Relations Commission (MERC). After meeting with the City and Union in a joint session, the mediator shall submit a recommended settlement in writing to the City and Union. The City and Union shall hold a post-mediation meeting to discuss the mediator's recommended settlement. If mediation and the post-mediation meeting do not resolve the matter, either party may submit the matter to arbitration within twenty (20) working days of the post mediation meeting. If the City submits the matter to arbitration, the City shall pay the arbitrator's fee. The mediator's recommended settlement and all discussions or proposals (written or verbal) made during the special conferences shall not be admissible before the arbitrator.

Section 3 - Powers of the Arbitrator. For any grievance that is appealed to arbitration, the arbitrator's powers shall be limited as follows:

- a) The arbitrator shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this agreement.
- b) The arbitrator shall have no power to establish salary or interpret anything but this contract without mutual consent of the parties.
- c) In rendering decisions, the arbitrator shall give due regard to the responsibilities of management and shall so construe the agreement that there will be no interference with such responsibilities,

except as they may be specifically conditioned by this agreement.

- d) The arbitrator shall have no power to issue an award on any claim for which there is another forum established by law.
- e) If either party disputes the procedural arbitrability of any grievance under terms of this Agreement, the arbitrator shall have no jurisdiction to decide the grievance until the procedural arbitrability has first been determined by the arbitrator.

Section 4 — Exclusions. The Employee and/or the Union agree not to submit the following matters to arbitration, which shall be excluded from the arbitration procedure:

- a) The qualifications established by the Employer in the job description.
- b) The discipline or termination of a probationary employee.
- c) Any grievance which the Employee or Union has failed to file according to the required time limits.
- d) The content of an evaluation.

Section 5 - Time limitations. If the time procedure is not followed by an employee or the Union, the grievance shall be considered settled. If the time procedure is not followed by the Employer, the grievance shall remain active and automatically advance to the next Step, provided, however, that arbitration shall not occur unless the Union submits written notice of its desire to arbitrate. The time limits established herein may be extended by mutual written agreement. In computing working days under Steps 1 through 3 of the Grievance Procedure, Saturday, Sunday, and holidays recognized under this Agreement shall be excluded.

#### Section 6. - General Provisions.

A grievance may be withdrawn without prejudice prior to arbitration. When one or more grievances involve a similar issue, those grievances may be withdrawn without prejudice pending the disposition of the appeal of the representation case. In such event, the withdrawal without prejudice will not affect financial liability.

### **ARTICLE 7 – DISCIPLINE, SUSPENSION, AND DISCHARGE**

Section 1. Notice of discharge or Suspension. The CITY agrees, upon official certification of discharge or suspension of an employee for just cause, to notify, in writing, the employee and the Chief Steward and/or President of the discharge or suspension. Said written notice shall contain the specific reasons for the discharge or suspension.

Section 2. Discussion of Discharge or Suspension. The discharged or suspended employee will be allowed to discuss discharge or suspension with the Chief Steward and/or President, and the CITY will

make available a meeting room where the employee may do so before they are required to leave the property of the CITY, unless it is disruptive to the operation of the City. Upon request, the CITY, or a designated representative, will discuss the discharge or suspension with the employee and /or the steward.

Section 3. Appeal of Discharge or Suspension. Should the discharged or suspended employee consider the discharge or suspension to be improper, a grievance shall be submitted at Step (3) of the grievance procedure.

Section 4. Use of Past Records. In imposing any discipline or discharge on a current charge, the CITY will not take into account any prior infractions, which occurred more than two (2) years previously.

Section 5. Discipline. When the Employer finds it necessary to discipline an employee, the Employer shall do so within ten (10) working days after the Employer actually knew or had a reasonable basis for knowing of the occurrence. A copy of the discipline shall be given to either the Union President or the Steward. The ten-day provision may be extended by mutual agreement.

## **ARTICLE 8 – SENIORITY**

Section 1. Definitions. Seniority shall be defined as the employee's length of continuous regular service with the CITY, except as herein provided.

Section 2. General Provisions. Seniority shall be based upon time within this Bargaining Unit, in accordance with the employee's last date of hire. Further, seniority shall not be affected by the age, race, sex, marital status, or number of dependents of the employee.

Section 3. Probation. All new employees hired in the Unit shall be considered as probationary employees until they have completed one hundred-twenty (120) calendar days of employment, after which time their seniority shall relate back to their most recent date of hire. During the probationary period, an employee may be disciplined, discharged, terminated, laid off or recalled at the Employer's sole discretion without recourse to the provisions of this agreement or the Arbitration Procedure.

The UNION shall represent probationary employees for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment as set forth in Article 1, Section (1) of this Agreement, except discharged and disciplined employees, for other than UNION activity.

Section 4. List. The seniority list on the date of this Agreement will show the names, date of hire and job title of all employees of the Unit entitled to seniority. The CITY will keep the seniority list up to date at all times, and will provide the Local UNION President and Michigan Council #25 with up-to-date copies at

least every six (6) months. This list shall also include the names and telephone numbers of all employees of the Unit on record with the CITY.

Section 5. Accruals While on Leave. Employees shall accrue seniority while on leaves of absence granted by the provisions of this Article. Such leaves may be extended for additional periods at the discretion of the CITY.

Section 6. Extensions and Returns. If such employee is able to return to work within ninety (90) calendar days after the start of such leave, the employee shall be returned to the former position held at the time the leave was granted, provided the employee is qualified and capable of satisfactorily performing the work.

If such employee is not able to return to work until after ninety (90) calendar days following the date of such leave, the employee shall be entitled to return to the former position if available, or displace an employee with less seniority in the same or different classification provided the employee is qualified and capable of satisfactorily performing without training.

To be eligible to return to work prior to the expiration of leave of absence, an employee must give the CITY a minimum of seven (7) working days advance notice in writing. Employees returning from leave of absence shall provide a physician's statement certifying that the employee is capable of returning to work without restriction or limitation, when applicable.

## **ARTICLE 9 – LAYOFF AND RECALL**

Section 1. Layoff. The UNION and the CITY agree to the following:

- a) When it becomes necessary to layoff employees, probationary employees and part-time employees shall be the first to be laid off, provided there are employees with seniority, who are available and can satisfactorily perform the available work without trial or training. Thereafter, the employees in the affected job classification with the least seniority shall be the ones laid off, provided senior employees in the job classification are available and can satisfactorily perform the required work of such laid off employees without trial or training.

In the event there are not employees with more job classification seniority who are available and can satisfactorily perform the available work of those scheduled for layoff, then the junior employee or employees in such classification shall be retained and the next least junior employee or employees shall be laid off.

- b) Employees to be laid off will receive at least seven (7) calendar days advance written notice of layoff and copy of said notice shall be sent to the Local UNION President.
- c) Union receipt of "Notice of Layoff", an employee shall be entitled to displace an employee with

less seniority provided he/she does so within fifteen (15) working days from the date of Notice. An employee must displace another employee, in an equal or lower paying job, that he/she is qualified and capable of satisfactorily performing without training, provided proper instruction is given. The salary of the individual who is "bumping" is to be the same salary being received by the individual who is being displaced.

- d) It is mutually agreed that all Stewards and the President of the Local Union who are employees of the City of Benton Harbor, shall in the event of a layoff, be continued at work regardless of their position on the seniority list, provided they can perform any of the work available. (Note: The UNION shall provide the City Manager with an up-to- date list of all Stewards and the President annually, or as changes occur.)

Section 2. Recalls. When employees are recalled to work following layoffs, the employee shall be recalled to the job classification from which the employee was initially laid-off, including employees who have transferred to avoid lay-off. The laid off employees with the most job classification seniority who can satisfactorily perform the work involved without trial or training shall be the first to be recalled. Notice of recall shall be sent to the employee at the last known address on file with the CITY, by registered or certified mail. The employee must report to work within seven (7) calendar days after notice of recall has been sent to retain seniority.

## **ARTICLE 10 – LOSS OF SENIORITY**

Section 1. Loss of Seniority. A non-probationary bargaining unit employee's seniority shall terminate:

- a) If the employee quits or retires or is discharged and the discharge is not reversed through the Grievance and Arbitration Procedure of this Agreement;
- b) If, following a layoff, the employee does not return to work when recalled as set forth in the Layoff Procedure of this Agreement;
- c) If the employee is absent for three (3) regularly scheduled working days without notifying the Employer, unless the employee presents documentation and/or evidence to the Employer within 10 ten (10) business days from the date of the last work day as defined in Article 8, Section 1 to report for work;
- d) If the employee accepts employment elsewhere while on a leave of absence unless prior written approval of such employment from the Director of Personnel, or a designated representative(s), or does not return to work immediately following the expiration of a leave of absence;
- e) When the bargaining unit employees has been laid off for a period of twenty-four (24) months or the length of the employee's seniority, whichever is less;
- f) If an employee makes a lump sum settlement with the Employer's compensation insurance carrier at a time when the employee is still unable to return to work, the employee's seniority shall be



considered terminated at the time such settlement is made;

- g) If the bargaining unit employee fails to return at the specified date from a leave of absence or disciplinary suspension;
- h) If the bargaining unit employee has been on a medical leave of absence for a period of twelve (12) months or the length of the employee's seniority, whichever is less;
- i) If the bargaining unit employee has been on a medical leave of absence compensable under the workers' compensation laws of the State of Michigan for a period of twenty-four (24) months.

## **ARTICLE 11 – JOB POSTING AND BIDDING**

**Section 1. Posting Vacancies.** All vacancies and/or newly created positions within the bargaining unit shall be posted within five (5) working days of the date the vacancy occurs, provided the position is going to be filled. All vacancies or newly created positions within the bargaining unit shall be filled on a basis of seniority, certificate qualification, experience, and training. All vacancies will be posted for a period of five (5) working days setting forth the minimum requirements for the position in a conspicuous place on bulletin boards in each building. Employees interested shall sign the posting within five (5) working days of the posting period.

The CITY shall furnish the Local UNION President with a copy of each job posting at the same time the postings are posted on the bulletin boards, and at the end of the posting period, the CITY shall furnish the Local UNION President with a copy of the list of names of those employees who applied for the job, and, thereafter, notify the UNION'S President as to who was awarded the job.

**Section 2. Review of New Positions.** Thirty (30) days prior to filling a new position, a meeting shall be scheduled between the City Manager, a Council 25 Representative, the Local Union President and the Steward representing the department in which the new position will be created to revise the job description of the new position.

**Section 3. Bidding.** It is agreed that current employees may bid for vacancies or newly created positions within the bargaining unit, as follows:

- a) Employees interested in bidding on a vacancy or newly created position shall sign the job posting within the five (5) working days posting period. If the CITY determines that the most senior, qualified bidding employee will not be awarded the job, a meeting will be held between representatives of the CITY and the UNION to discuss the awarding of the job.
- b) The job shall be awarded or denied within ten (10) working days after the posting period. In the event the senior applicant is denied the job, reasons for denial shall be given, in writing, to the employee and his Steward. In the event the senior applicant disagrees with the reasons for the denial, it shall be a proper subject for the grievance procedure. The Employer shall furnish the Local UNION President with a copy of each job posting at the same time the postings are posted

on the bulletin boards, and at the end of the posting period, the Employer shall furnish the Local UNION President with a copy of the list of names of those employees who applied for the job; and, thereafter, the UNION'S President as to who was awarded the job.

- c) During a twenty (20) working day trial period, the employee shall have the opportunity to revert back to the employee's former classification. If the employee is unsatisfactory in the new position, notice and reason shall be submitted to the employee and the Steward, in writing. Thereafter, the employee shall be returned to the former classification. In the event the employee disagrees, it shall be a proper subject for the grievance procedure.
- d) Any employee who is awarded a job under the bidding procedure shall not be awarded another job under the bidding procedure during the next succeeding six (6) months, except, if the job is a promotion, i.e., a classification with a higher rate range, then the employee shall be eligible after thirty (30) calendar days.
- e) During the trial period, employees will receive the rate of the job they are performing.

## **ARTICLE 12 – TRANSFERS**

**Section 1. In and Out.** If an employee transfers to a position under the CITY not included in the Bargaining Unit and, thereafter, within six (6) months, transfers back to a position within the Bargaining Unit, the employee shall not have accumulated seniority while working in the position to which the employee transferred.

**Section 2. Permanent.** The CITY agrees that in any permanent transfers of work from one report location to another or change of shift or starting time (except for rotating personnel), the CITY will give the employee a seven (7) day written notification of the change. If the UNION disagrees with the change, the employee shall notify the CITY within five (5) working days.

**Section 3. Temporary Assignments.** Temporary assignments for the purpose of filling vacancies, if they are to be filled for employees who are on vacation, absent because of illness, temporary vacancies, etc., will be granted to the senior employee within the department and similar classification who meets the minimum requirements for such job. Such employee will receive the rate of pay of the higher classification for all hours worked while filling such vacancy.

**Section 4. Revisions.** The Local UNION President shall be kept up to date between revisions of the seniority list by receiving written notification on all new hirees, promotions, discharges, transfers and quits, etc. within the bargaining unit.

## **ARTICLE 13 – WORKING HOURS**

**Section 1. Definition of Workday.** Whenever the word is used in this "Agreement", "workday" shall be defined as those days which are scheduled for work Monday through Friday, excluding Saturday, Sunday, and Holidays as designated by the Employer.

**Section 2. Regular Work Hours.** The CITY and the UNION agree to the following work hours:

- a) The regular workweek shall be Monday through Friday, except for employees regularly scheduled to work a seven (7) day operation.
- b) The regular workday for full-time employees shall be seven and one-half (7 ½) hours per day for all employees except for employees of the Department of Public Works, and Water Department for which the regular workday shall be eight (8) hours per day.
- c) Employees regularly scheduled to work on a six (6) or seven (7) day operation (Water Department Plant Operators employees) shall be scheduled for work (5) days during a seven (7) day period, (i.e.), Sunday through Saturday.
- d) The first shift, or day shift is any shift that regularly starts on or after 4:00 A.M., but prior to 11:00 A.M. The second shift is any shift that regularly starts on or after 11:00 A.M., but before 7:00 P.M. The third shift is any shift that regularly starts on or after 7:00 P.M., but before 4:00 A.M.
- e) It is understood and agreed that any shift that starts prior to midnight and ends the following morning, for the purpose of this Agreement, shall be construed to have been worked its entirety on the day upon which it started.
- f) Any changes in the work schedule, except in cases of an emergency, employees will be given at least a seven (7) day written notification.

**Section 3. Lunch and Breaks.** Employees shall be allowed one (1) hour or one-half (½) hour, whichever is applicable, off for lunch, not included as part of the regular workday, except for second and third shift employees. (Dispatchers and Water Plant Operators shall be allowed a half-hour (1/2) lunch included in the workday.) Employees may take a coffee break in the A.M., and also a coffee break in the P.M., or the first half and second half of the regular shift, whichever may apply, or fifteen (15) minutes each.

**Section 4. Computing Payments.** Notwithstanding the provisions of this section employees will not be paid overtime until they work over forty (40) hours in a week.

## **ARTICLE 14 – SALARIES AND WAGES**

**Section 1. Wages.** Effective October 19, 2020, two percent (2.0%) wage increase, across the board (See attached Appendix A-2).

Effective July 1, 2021: wage reopener, regarding: possible wage enhancement including: (1) a possible stipend for employees who hold or obtain a CDL, S-4 or other licenses or certifications, and (2)

increasements between the Steps in the Pay Grades. Employees who receives such a stipend must maintain that license or certification throughout their employment.

Effective July 1, 2022: wage reopener regarding possible wage enhancement and (2) performance evaluation system.

Section 3. Starting Rate of Pay. Newly hired employees shall start at the initial rate indicated in Appendix A-2, Rates and Salaries, per classification. An employee awarded a bid shall go to the next step that shows an increase in the new classification.

Any current employee who obtains both the Michigan Operators S4 licenses and a Michigan Commerical Driver's License ("CDL") will be moved to a Grade 17 at the step closest to his/her current rate of pay which results in a minimum increase of \$0.50 per hour;

Section 4. Rates of New or Altered Jobs. If during the life of this Agreement, a new job classification is created by the CITY, or a substantial alteration in the job content of an existing job classification is affected by the CITY, a temporary rate for the new or altered job classification shall be established by the CITY, and the UNION will be notified, in writing as to the effective date of the temporary rate. If no objection to the rate is registered with the CITY within ten (10) working days after the temporary rate has been set, such rate shall become permanent. If the UNION contends that the temporary rate is inadequate, it shall serve a written notice upon the CITY within a ten (10) working day period of its desire to negotiate with respect to the rate. If a mutually satisfactory rate has not been arrived at within fifteen (15) working days after such written notice has been served on the Board, the issue shall be considered as a grievance and processed under the grievance procedure, including arbitration, starting at the Third Step thereof. In the event the rate is changed through the above referred to negotiations or grievance procedure, the rate thus arrived at shall become effective as of the date on which the temporary rate change had been established.

Section 5. Standby Pay for Water Department and Public Works. Standby pay shall be paid to take care of essential operating situations (specifically the Sewer Crew in the Water Department and the Heavy Equipment Operators in the Public Works Department), which require immediate response to cover frequent but unpredictable emergency situations.

Payment shall be based upon six (6) hours standby at the employee's straight time hourly rate, for each seven (7) day pay period. Each time an employee is on standby on a contractually observed holiday, or on a Sunday, he/she shall be paid at the rate of two (2) times the employee's straight time hourly rate. The standby pay shall be made a part of the regular weekly check payable the week following the commencement of the standby assignment. Standby pay will be paid in addition to pay for time actually worked as a result of being called in only for those persons actually assigned to standby and all work performed as a result of a call-in shall be paid at one and one-half (1 1/2) an employee's regular rate.

Employees on standby shall be provided with pagers or cell phones so that they can respond in a timely fashion to the service needs of their department. Employees who are called and/or paged shall call back in response to the call/page within fifteen (15) minutes of the call/page. It is understood that employees on standby will remain within the range of the pager/cell phone or, if temporarily out of range, provide the City with a phone number where they can be reached. Failure to answer a call/page within fifteen (15) minutes of being paged/called shall result in loss of standby pay for that day (1 hour straight time). Repeated failure to respond may result in progressive discipline depending on mitigating circumstances.

## **ARTICLE 15 – OVERTIME**

**Section 1. Payment.** Compensation will be paid as follows, except as otherwise agreed:

- a) Time and one-half will be paid for all hours worked in excess of forty (40) hours a week for all employees, except that those employees who are scheduled to work 12-hour shifts be paid overtime within a single eighty (80) hour pay period for all time worked beyond eighty (80) hours.
- b) Time and one-half will be paid for all hours worked on Saturday except for employees on regular six (6) and seven (7) day operations shall be the sixth (6th) day.
- c) Double-time will be paid for all hours worked on Sundays.
- d) For any and all of the above as authorized by the respective Department Head.
- e) A Union employee may utilize sick time in the event that the City closes due to weather, power outage or Act of God. This excludes Utility Services and Public Works employees who are expected to report to work.

**Section 2. Pyramiding.** It is understood and agreed that there will be no pyramiding of overtime pay or other premium pay under the terms and conditions of this Agreement.

**Section 3. Scheduling.** When overtime work is scheduled, the CITY will endeavor to give the employees involved reasonable advance notice, and will endeavor to distribute the opportunity to work the scheduled overtime as equitably as is practicable among employees in the same job classification, crew or location, where the overtime work occurs, except when the work to be performed on an overtime basis is a continuation of a specific job that was being performed by the employees who were performing this specific job immediately prior to the occurrence of the overtime period. In those cases when the work to be performed on an overtime basis is not a continuation of a specific job that was being performed by the employees prior to the overtime period occurrence, then the CITY shall contact the employees using the after-hours numbers provided by the employees. Further, the CITY shall maintain a rotation list to document which employees last worked overtime. If an employee refuses to work the offered overtime, then the employee will be charged for the actual overtime hours needed. Under no circumstances shall an employee trade their time.

Section 4. Emergency Call- In Call-In. Any employee who completes the normal duty period and is called back for Emergency/Call-In overtime duty shall be compensated at the overtime rate for a minimum of two (2) hours regardless of the amount of time actually worked. If the amount of time actually worked on the Emergency/Call-In is more than two (2) hours, then the employee shall be paid at the normal overtime rate for the actual time worked. It is recognized by the employees who work Emergency/Call-In that they have a responsibility to complete the emergency duty before leaving the worksite.

## **ARTICLE 16 – FRINGE BENEFITS**

Section 1. Insurance Protection. The SB PPO \$1,000 insurance plan shall be provided based on the insurance coverage in effect on June 30, 2020 (that includes a \$1,000 deductible) or comparable coverage.

The parties understand that the selected provider (as selected by the City) will offer different plans with different deductibles and premiums: BCN HMO 500, BCN HMO 1,000 and BCN HMO 4,000 (or comparable coverages to those plans).

Group Hospital and Medical Insurance shall be available to every employee in the bargaining unit, for which the City will contribute seventy-five (75%) of the premiums, and the employee will pay the remaining twenty-five (25%) percent. Effective November 2, 2020, the employees' contribution to health insurance under any of the four (4) insurance plans shall be decreased to twenty (20%) percent and the City will contribute eighty (80%). Included in such coverage shall be the employee's spouse and legal dependent children under the age of twenty-six (26). Employees must complete sixty (60) calendar days from the beginning of the month after hire to become eligible for this benefit.

Such insurance shall continue for such period of time as the permanent full-time employee covered by said insurance remains on the active payroll of the Employer until termination, resignation or retirement, or has otherwise continued the insurance as an individual at the employee's own expense as allowed under COBRA, or described in subsection (c) of this Article. The employee shall make the required employee contribution to premium. Unless modified by agreement of the City and the Union, employees may select during open enrollment one of the four (4) health insurance plans.

- a) Either the City or the Union may reopen health insurance, on or after July 1, 2021  
Effective July 1, 2021, through June 30, 2023, there shall be a reopener for life insurance.
- b) Dental Insurance: Effective July 1, 2021, through June 30, 2023 there shall be a reopener for dental insurance.
- c) Continuing Coverage: The CITY shall continue to provide insurance coverage to the employee during absences due to (1) work-related injury or illness, and for (2) maternity, as provided by ARTICLE 17 LEAVE OF ABSENCE, Sections 1. The CITY shall also continue to provide insurance coverage to the employee on an approved medical leave of absence for a non-work-related injury or illness (other than maternity) for ninety (90) calendar days, provided the employee makes the required employee contribution to premium.

- d) Unemployment: The CITY agrees to provide, through the services of the Michigan Unemployment Insurance Agency, unemployment insurance coverage, or a state-approved option with equal rules and regulations, for all employees under this Agreement, except as provided by other agencies.

Section 2. Retirement. All employees hired prior to August 1, 2013 shall have the portion of their pension earned for credited service time up to August 1, 2013 using a 2.25% pension multiplier. The pension multiplier for all current employees hired prior to August 1 2013 shall be reduced to 1.5% for all credited service time earned after that date. In addition, the other provisions as set forth in the attached MERS Administrative Services Agreement are incorporated by reference (Appendix A-4).

Any employee hired on or after April 1, 2013, shall be provided a MERS standard hybrid plan, with a 1.0 pension multiplier.

All retirees' retirement benefits after April 1, 2013 shall be calculated based upon "base salary". "Base salary" shall be defined as set forth in the attached MERS plan document, "Definition of Compensation" (Appendix A-4).

Employees shall contribute ten percent (10%) of their base wages to the plan to reduce the City's cost of the plan. Any amendments to any portion of the retirement plan will be subjected to review by the UNION.

Section 3. Sick Leave. Every full-time employee in the CITY service shall be entitled to sick leave with pay of three-quarters (3/4) workday for each completed month of service. Every permanent part-time employee shall be entitled to sick leave with pay of .38 of one workday for each completed month of service, using twenty (20) hours as the basic part-time workweek. Sick leave for part-time employees shall be computed on the twenty (20) hour basic workweek only. A new classified employee's sick leave shall start to accrue on the first day of the calendar month that is nearest to the starting date of employment on a full-time or part-time basis. Seasonal and temporary employees shall not receive sick leave allowance.

- a) Computation of Service for Sick Leave: An employee shall be considered to have completed a month of service if the employee has appeared on the payroll for a minimum of:
  - i. Sixteen (16) full workdays for those months consisting of twenty (20) or less days which are regularly scheduled workdays.
  - ii. Seventeen (17) full workdays for those months consisting of twenty-one (21) scheduled workdays, which are regularly scheduled workdays.
  - iii. Eighteen (18) full workdays for those months consisting of twenty-two (22) or more days which are regularly scheduled workdays.

Any authorized days off which are covered by vacation or sick leave shall be compensated and not considered as days worked. For the purpose of computation, Saturdays and Sundays shall be considered

as full workdays only when such days are regularly worked by an employee. Employees on military leave shall receive sick leave credit up to and including the month following the month in which such military leave begins.

- b) **Maximum Accumulation of Sick Leave:** Sick leave shall be cumulative to a maximum of 120 one hundred twenty (120) days. An official record of unused sick leave shall be maintained for each employee in the Personnel Department.
- c) **Utilization of Sick Leave:** An employee eligible for sick leave with pay may use such sick leave for absences due to personal illness, injury, or exposure to contagious disease. Such employee may also use sick leave for absences due to personal illness or injury in the employee's family for whose financial or physical care the employee is principally responsible, for service as a pallbearer or attendance at a funeral for up to one (1) day; personal appointments with a physician, dentist, or other recognized medical or paramedical practitioner, and disabling conditions resulting from pregnancy and prior maternity leave without pay. Sick leave shall be permitted to be used for authorized personnel to attend functions of the Council or International UNION, such as conventions or education conferences, provided authorization by the Department Head is requested in advance and accompanies the sick leave request.
- d) **Limitations on Utilization of Sick Leave.** Sick leave may not be used until after six (6) months have been completed successfully. Sick leave may not be used before being accrued; for any absence from work for which the individual is receiving Worker's Compensation except as otherwise provided, or payment of any kind from another employer, or while the individual is receiving disability retirement benefits. Accrued sick leave shall be discharged in periods of not less than one-half (½) day.
- e) **Authorization of Sick Leave:** Any employee on sick leave shall inform the Department Head of the fact and the reason therefore within the first hour of the scheduled shift. Failure to do so within the first day of absence shall be cause for denial of pay for the period of absence. A written request for sick leave, specifying the reason for sick leave and signed by the employee shall be approved by the Department Head and filed with the Personnel Department immediately after employee's return to work, together with such other substantiating information as the Department Head and/or the Personnel Department may require. On extended sick leave, the Department Head shall keep the Personnel Department informed from week to week on the employee's status.
- f) **Payment of Unused Sick Leave:** There shall be no payment of unused Sick Leave on termination or retirement.
- g) **Return from Sick Leave:** To be eligible to return to work prior to the expiration of leave of absence, an employee must give the Employer a minimum of five (5) working days advance notice in writing. Employees returning from leave of absence shall provide a physician's statement certifying that the employee is capable of returning to work without restrictions or limitations, when applicable.

Terminal sick leave shall be computed in accordance with the provisions of this section, and deductions



from terminal sick leave shall be made as herein provided.

Section 4. Vacation. An employee will receive vacation with pay in accordance with the following schedule

1 year through each of 4 years	14 workdays per year
5 years through each of 9 years	16 workdays per year
10 years through each of 14 years	18 workdays per year
15 years through each of 20 years	20 workdays per year
Over 20 years	One additional workday per year for each year of service over 20 years, to a maximum of 30 workdays per year.

- a) An eligible employee may take a vacation at any time following the anniversary date in which the vacation was earned, provided, in the judgment of the Director of the Department, and if the employee can be spared from work at that time. Requests for vacation time off must be made at least thirty (30) days in advance of the start of such vacation provided, however, vacation requests of less than thirty (30) days may be approved by the Director of the Department. Vacation request(s) of thirty (30) days or more will be honored on a seniority basis.
- b) Employees must take vacation time off to be eligible to receive vacation pay. However, where the Department Head properly denies the employee's vacation request, payment shall be made in lieu of vacation. Payment for a properly denied vacation request shall be to a maximum of one (1) years accumulation at the end of the vacation year. The Department Head's denial must be reasonable, according to the work load of the employee and the time of the year.
- c) When the CITY observes a holiday during a scheduled vacation, the holiday will not be charged as a vacation day.
- d) If an employee becomes ill and is under the care of a duly licensed physician during vacation, the employee's vacation will be rescheduled provided the employee uses sick leave, if available. In the event the employee's incapacity continues through the year, the employee will be awarded payment in lieu of vacation in excess of the maximum accumulation.
- e) If an employee is laid off or retired, or severs the employment, the employee will receive any unused vacation credit including that accrued in the current calendar year.
- f) Rate During Vacation: Employee will be paid the current rate based on the regular scheduled day while on vacation, and will receive credit of any benefits provided for in this Agreement.
- g) Vacation leave may be accumulated to a maximum of twenty-four (24) workdays by employees with less than fifteen (15) years of service, or a maximum of thirty-five (35) workdays for employees with fifteen (15) years of service or more, after which any excess not used within the fiscal year in which the maximum was reached shall expire.

Section 5. Holidays. Employees will be paid their current rate based on the regular scheduled workday

for said holidays. Employees shall be paid for a minimum of twelve (12) holidays per year. The holiday schedule shall be posted by January 10 of each year. The paid holidays are normally designated as:

1. New Years Day	7. Labor Day
2. Martin Luther King's Birthday	8. Veteran's Day
3. President's Day	9. Thanksgiving Day
4. Good Friday	10. Day after Thanksgiving Day
5. Memorial Day	11. Christmas Day
6. Independence Day	12. Christmas Eve (1/2) Day & New Year's Eve (1/2) Day
13. Any day designated as a holiday for other City Employees by the City.	

Should a holiday fall on a Saturday, the preceding Friday shall be considered as the holiday. Should a holiday fall on a Sunday, the following Monday shall be considered as the holiday. To be eligible for holiday pay, the employee must work the last scheduled day before the holiday and the first schedule day after the holiday, unless otherwise approved for the day off.

Employees regularly scheduled to work on the holidays a holiday will receive time and one-half (1-1/2x) compensation for working the scheduled holiday and no additional holiday pay. Employees who are called in on a holiday and work during hours that are part of their regular shift shall be compensated at time and one-half (1/2x) (with no additional holiday pay) for all hours worked on the holiday (subject to the two hour call in pay described in Article 15, Section 4) and holiday pay (at straight time) for the remainder of their eight (8) hour shift. Employees who are called in on a holiday and work during hours that are not part of their regular shift shall be paid time and one-half (1 1/2x) for the hours worked that are not part of their regular shift and holiday pay (at straight time) for the hours that are part of their regular shift.

Example 1: if an employee is called in on Christmas Day and works two (2) hours between 10:00 am. and noon, that employee shall be paid two (2) hours of overtime at time and one-half (1-1/2) and six (6) hours holiday pay at straight time.

Example 2: if an employee is called in on Christmas Day and works two (2) hours between 2:00 a.m. and four a.m., that employee shall be paid two (2) hours of overtime at time and one – half (1-1/2) and eight (8) hours holiday pay at straight time.

Example 3: if an employee is called in on Christmas Day and works two (2) hours between 6:00 a.m. and 8:00 a.m. and their regular shift is between 7:00 a.m. and 4:00 p.m., that employee shall be paid two (2) hours of overtime at time and one-half (1 ½) and seven (7) hours holiday pay at straight time.

Employees who are called in to work on a holiday that they are not scheduled to work, shall be allowed to take a vacation day without the regular notice period described in Article 16, Section 4(a), unless operational requirements (such as a manpower shortage or weather emergency) justify the denial of the

requested vacation day. The department head shall meet with the employee to identify another day in which vacation shall be authorized, without the regular notice period.

## **ARTICLE 17 – LEAVES OF ABSENCE**

**Section 1. Worker's Compensation Disability.** Any employee who is absent because of an injury or disease compensable under the Michigan Worker's Compensation Act shall receive from the CITY the difference between the allowance under the Worker's Compensation Act and the regular weekly income for the duration of the illness, not to exceed six (6) months, or one hundred twenty (120) working days, with no subtraction of sick leave credits. Thereafter, an employee shall be entitled to make up the difference to the extent of the unused accumulated sick leave credits, but not to exceed the total equivalent of what the employee would have received in daily pay based on the normal workday.

**Section 2. Medical Leave of Absence.** Medical leave of absence shall be granted upon certification from a physician of necessity for such leave without pay and without loss of seniority for a period not to exceed one (1) year. Fringe benefits shall cease thirty (30) days following the start of a Medical Leave except as otherwise provided in this Agreement. Maternity Leave shall be considered as any other Medical Leave for the purposes of this Agreement.

**Section 3. Non-Duty Related Disability.** An employee who, because of illness or non-duty accident, is physically unable to report for work, shall within seven (7) calendar days after the employee has been notified that the employee no longer has any sick leave credits available, will be required to request a disability leave for a period not to exceed one (1) year.

**Section 4. Prolonged Family Illness.** An employee shall be provided an unpaid leave of absence due to a prolonged illness of a family member (Spouse, Son, Daughter, Mother, or Father) when such request is supported by a physician certifying the need for the absence from work, not to exceed six (6) months. Employees may use their accrued vacation, sick leave, personal leave day or compensatory time during this leave.

**Section 5. Military Leave.** The reinstatement rights of any employee who enters the military service of the United States by reason of an Act or law enacted by the Congress of the United States or who may voluntarily enlist during the effective period of such law shall be determined in accordance with the provisions granting such rights.

**Section 6. Education Leave.** Employees may be granted an Education Leave of absence without pay in order to pursue a full-time educational program designed to further employees' related work skills. All Educational leaves must be approved in advance by the CITY. It is understood that granting of such leave(s) will be based on the needs of the department. Prior to the starting date of the Educational Leave, the employee will be required to exhaust all accumulated leave credits, except sick leave.

**Section 7. Jury Duty.** An employee who is summoned and reports for jury duty, as prescribed by

applicable law, for each day on which the employee performs jury duty and on which otherwise would have been scheduled to work for the CITY shall be paid the difference between what the employee received from the Court as daily jury duty fees and what the employee would have earned from the CITY on that day, on the basis of the number of hours the employee was scheduled to work at this regular rate of pay. The CITY'S obligation to pay an employee for duty as provided herein is limited to a maximum of sixty (60) working days in any calendar year. In order to receive the payment above referred to an employee must give the Director of Personnel prior notice that the employee has been summoned for such jury duty, and the days for which the employee claims such payment.

Section 8. Bereavement. An employee shall be allowed time off with pay as funeral leave days for a death in the immediate family as follows:

- a) For a death that occurs in the full-time employee's immediate family, the employee shall receive five (5) days not deductible from sick leave to attend the funeral and permit a period of grieving. The immediate family shall consist of spouse, parents, children, brother, sister, stepparents, stepbrother, stepsister, and stepchildren.
- b) For a death that occurs in the full-time employee's extended family and is not a member of the defined family as stated in (a) above, the employee shall receive three (3) days, not deductible from sick leave to attend the funeral and permit a period of grieving. The extended family consists of grandchildren, grandparents, mother-in-law and father-in-law.
- c) For a death that occurs in the full-time employee's family and is not a member of the defined immediate or extended family as stated in (a) & (b) above, the employee shall be permitted to take one (1) day off that will be charged as either a vacation, sick or personal day to attend the funeral and permit a period of grieving.

Section 9. Union Business Leave. Members of the UNION elected to attend functions of the International Union such as conventions, or educational conferences, shall be allowed time off without pay to attend such conferences and/or conventions, provided one (1) week advance notice is given to the CITY. The total cumulative time allowed shall be no more than two (2) weeks in any contract year.

Section 10. Personal Leave Day. Employees shall be granted one (1) Personal Leave Day with pay per fiscal year, not to be charged to sick or vacation leave. Every effort will be made to request the leave with fourteen (14) days advance notice to the department head. However, in cases of emergencies, requests made with less than fourteen (14) days advance notice may be granted as well with Employer approval. When a Personal Leave Day is not used during the fiscal year (by June 30th), it may be rolled over to the next fiscal year but must be used within the first sixty (60) days of that year.

Section 11. Family and Medical Leave Act of 1993. It is understood that the Family and Medical Leave Act of 1993 does not abrogate the rights of the parties under this Collective Bargaining Agreement, where additional benefits are extended by the Act to the employees, those additional benefits will be honored

by the CITY. Where certain employer rights are also granted in connection with those additional benefits, the CITY shall be free to exercise those rights. To the extent that leaves of absences are granted under this contract whether paid or unpaid, it is the intent of the parties that the rights granted hereunder will serve to satisfy the requirements of the Family and Medical Leave Act's provisions to the extent applicable by law.

## **ARTICLE 18 – MISCELLANEOUS**

**Section 1. Physical Examination.** As a condition of employment, all employees must satisfactorily pass a pre-employment physical examination given by a physician designated by the CITY. The CITY may require a physical or mental examination to be given by a physician designated by the CITY at the CITY'S expense. The pre- employment examination shall be at the expense of the CITY.

**Section 2. Safety Provisions.** The CITY shall make reasonable provisions for the safety and health of its employees while performing duties, during the hours of employment, and shall furnish such protective devices or equipment as is reasonably required thereby. Every employee shall observe all safety rules and shall use safety devices or equipment as is required thereby.

**Section 3. Rules of Conduct.** The CITY shall have the right to make such reasonable rules and regulations not in conflict with this Agreement as it may from time to time deem necessary, and shall post the changed rule(s) for three (3) weeks before they become effective, furnishing a copy of said rule changes to the Local UNION President at the same time they are posted.

**Section 4. License Requirements.** It shall be the responsibility of each employee to meet the qualifications for a license when required for the performance of job responsibilities. Any license required must be kept valid and up-to-date to qualify for continuous employment.

Residential Refuse Collector-Drivers hired on or after October 1, 2020 must have a CDL and maintain that CDL throughout their employment.

**Section 5. In-Service Training and Other Meetings.** Employees who, with approval of the department head, voluntarily participate in in-service training shall be paid regular straight time hourly rate of pay for the time spent in attending in-service training, with a maximum number of hours equal to the regular workday. Employees shall be required to attend meetings called by the CITY with respect to problems, policies, and regulations or other information which will directly affect the employee, and shall be paid at their regular straight time hourly rate of pay or overtime rate for attending such meetings, when attendance is required.

**Section 6. Employee Addresses and Telephone.** Employees shall be required to keep the CITY informed at all times as to their current address and telephone number. It is understood that any

communication addressed to an employee at the last address on record with the CITY shall constitute notice to the employee of the contents of such communication.

Section 7. Supplemental Agreements. The provisions set forth in this Agreement, including the attached letters of Agreement(s), constitute the entire Agreement between the parties, and cancels and supersedes all prior agreements, arrangements, understandings, or past practices. It is expressly understood that nothing in this Agreement shall be construed to prohibit the parties hereto from entering into supplemental agreements if the Union and the City mutually desire to do so.

Section 8. Waiver of Civil Service Provisions. This Agreement supersedes all previous or current City of Benton Harbor Civil Service provisions for employees of this Bargaining Unit.

Section 9. Distribution of Agreement. The CITY shall make available to each employee a copy of this Agreement, and to provide a copy of the same Agreement to all new employees entering the employment of the CITY.

Section 10. UNION Bulletin Boards. The Union shall be permitted to post notices concerning its business and activities, at a pre-approved location designated by the Employer. Such notices shall contain nothing of a political or a defamatory nature.

Section 11. Computation of Benefits. All regular hours paid to an employee shall be considered as hours worked for the purpose of computing any of the benefits under this Agreement, except as otherwise herein stated in this Agreement.

Section 12. Temporary Employees. Temporary Employees, Seasonal Employees and Co-Op Student Employees shall only be used to supplement the regular bargaining unit work force. Said employees shall not be employed during a period of layoff within that classification. Said employees shall not be employed in excess of one hundred and twenty (120) days, in any one calendar year.

Section 13. Uniform Policy for Public Works. Uniforms shall be provided to Distribution employees and mechanics, and laboratory shirts shall be provided to laboratory employees. Any Public Works employee is eligible to purchase heavy winter clothing, rain suits, and safety shoes. The employee must pay half the cost with the remainder paid by the CITY. The employee must pay his half before purchasing any clothing.

Section 14. People Checkoff. The Employer agrees to deduct from the wages of any employee a PEOPLE deduction as provided for in a voluntary written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the Employer and Union. The Employer agrees to remit any deductions made pursuant to this provision promptly to the Union together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the

remittance.

Section 15. Joint Safety and Training Committee. The parties' respective bargaining committees shall serve as a Joint Safety and Training Committee during the term of this Agreement. The committee shall meet at least once a quarter (additionally by mutual agreement) during regular working hours, for a period not to exceed three (3) hours, and the Union's representatives shall not lose time or pay while attending these meetings. Topics for discussion at these meetings will include safety and training matters only. Reasonable notice will be given of the time and place of the meetings. Reports of the Joint Safety and Training Committee shall be reduced to writing and submitted to the City Manager for possible action. If the safety or training concern has not been resolved through this process, it shall be a proper subject for a Special Conference.

Section 16. On the Job Training. Employees who wish to have on-the-job training in a classification within their department other than the one they occupy shall notify the Department Head in writing of such desire. The Department Head or his designee will sign and date the request. A copy of the request will be put in the employee's personnel file and a copy will be given to the employee.

The employee's request shall be granted provided that: (1) in the judgment of the Department Head or designee, the work load of the City is such as to permit the training without interfering with the overall work which must be performed; (2) the department's budget has allotted the necessary funds to pay for the training, and; (3) no other employee with greater seniority was submitted the same request for training.

Employees will be paid the regular straight-time hourly rate of their own classification for the first forty (40) hours during their on-the-job training in any other classification for which they are being trained.

A request for on-the-job training will expire at the end of the annual fiscal year, after which the copy in the personnel file may be destroyed by the Employer.

## ARTICLE 19 – DURATION

Section 1. Termination. This agreement shall become effective October 19, 2020 and shall remain in full force and effect until June 30, 2023 and from year to year thereafter unless either party hereto shall notify the other, in writing, at least sixty (60) calendar days prior to the expiration date of this Agreement, or sixty (60) calendar days prior to the expiration of any subsequent automatic renewal period of its intention to amend, modify or terminate this Agreement.

For the Union:

BY: Patrick Patterson  
Patrick Patterson, President AFSCME Local 1433

DATE: 12/18/20

BY: Stacie Dineen  
Stacie Dineen, Staff Representative,  
Michigan AFSCME Council 25

DATE: 12/18/20

For the City:

BY: Ellis Mitchell  
Ellis Mitchell, City Manager, City of Benton Harbor

DATE: 12/18/2020

BY: Kimberly Thompson  
Kimberly Thompson, City Clerk, City of Benton Harbor

DATE: 12/18/2020

BY: Don H. [Signature]  
City Attorney, City of Benton Harbor

DATE: 12/18/2020



### ARTICLE 19 – DURATION

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For the Union:

BY: Patrick Patterson  
Patrick Patterson, President AFSCME Local 1433

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Stacie Dineen, Staff Representative,  
Michigan AFSCME Council 25

DATE: 12/18/20

For the City:

BY: Ellis Mitchell  
Ellis Mitchell, City Manager, City of Benton Harbor

DATE: 12/18/2020

BY: Kimberly Thompson  
Kimberly Thompson, City Clerk, City of Benton Harbor

DATE: 12/18/2020

BY: \_\_\_\_\_  
City Attorney, City of Benton Harbor

DATE: \_\_\_\_\_

## APPENDIX A-1: EMPLOYEE JOB CLASSIFICATION

Pay Grade	Classification	Pay Grade	Classification
9	Custodian Laborer	17	Account Technician II Electrical Inspector Building Inspector Utility Services Operator I *Customer Service Advocate
10	Utility Services Technician III		
11	Vacant	18	Mechanic Account Technician III **Customer Service Specialist ***Residential Refuse Collector
12	Utility Service Technician II (Meter Reader)		
13	Utility Services Technician I Lead Person Administrative Aide Clerk/Cashier II Utility Service Maintenance II		
14	Account Technician I Clerk Cashier III Collection Specialist		
15	Administrative Assistant Housing Inspector Code Compliance Officer		
16	Heavy Equipment Operator Utility Services Maintenance I Utility Service Operator II Plumbing/Heating Inspector		

**APPENDIX A-2: JOB CLASSIFICATION / WAGE SCALE**

Job Classification	Pay Grade	Steps	Rate Increase 07/2019 - 2%			Rate Increase 10/19/20 - 2%		
			37.5 Hr.	40 Hr.	Part-time	37.5 Hr.	40 Hr.	Part-time
Custodian	9	1	\$ 9.89	\$9.28	\$12.54	\$10.09	\$ 9.87	\$12.79
Laborer		2	\$11.48	\$10.73		\$11.71	\$10.94	
		3	\$12.01	\$11.26		\$12.25	\$11.49	
Utility Svc Technician III	10	1	\$ 10.37	\$9.74		\$10.58	\$ 9.93	
		2	\$ 12.01	\$11.26		\$12.25	\$11.49	
		3	\$ 12.64	\$11.85		\$12.89	\$12.09	
Vacant	11	1	\$10.91	\$10.23		\$11.13	\$10.43	
		2	\$12.64	\$11.85		\$12.89	\$12.09	
		3	\$13.26	\$12.41		\$13.53	\$12.66	
Utility Svc Technician II (Meter Reader)	12	1	\$11.48	\$10.73		\$11.71	\$10.94	
		2	\$13.26	\$12.41		\$13.53	\$12.66	
		3	\$13.92	\$13.04		\$14.20	\$13.30	
Clerk/Cashier II	13	1	\$12.01	\$11.26		\$12.25	\$11.49	
Administrative Aide		2	\$13.92	\$13.04		\$14.20	\$13.30	
Lead Person		3	\$14.62	\$13.70		\$14.91	\$13.97	
Utility Svc Technician I								
Utility Svc Maintenance II								
Account Technician I	14	1	\$12.64	\$11.85		\$12.89	\$12.09	
Clerk Cashier III		2	\$ 14.62	\$13.70		\$14.91	\$13.97	
Collection Specialist		3	\$ 15.35	\$14.38		\$15.66	\$14.67	

Administrative Assistant	15	1	\$13.26	\$12.41		\$13.53	\$12.66	\$12.91
Housing Inspector		2	\$15.35	\$14.38		\$15.66	\$14.67	
Code Enforcement Officer		3	\$16.11	\$15.10		\$16.43	\$15.40	
Heavy Equipment Operator	16	1	\$13.92	\$13.04		\$14.20	\$13.30	
Plumbing/ Heating Inspector		2	\$16.11	\$15.10		\$16.43	\$15.40	
Utility Svc Maintenance I		3	\$16.94	\$15.84		\$17.28	\$16.16	
Utility Svc Operator II								
Account Technician II	17	1	\$ 14.62	\$ 13.70		\$ 14.91	\$13.97	
Electrical Inspector		2	\$ 16.94	\$ 15.84		\$ 17.28	\$16.16	
*Customer Service Advocate		3	\$ 17.77	\$ 16.66		\$ 18.13	\$16.99	
Building Inspector								
Utility Svc Operator I								
Mechanic	18	1	\$15.35	\$14.38		\$15.66	\$14.67	
Account Technician III		2	\$16.66	\$16.66		\$16.99	\$16.99	
**Customer Service Specialist		3	\$17.48	\$17.48		\$17.83	\$17.83	
***Residential Refuse Collectors								

*\* Any employee working as Customer Service Advocate or Code Compliance Officer prior to October 1, 2020 shall be grandfathered at the hourly rate being paid on October 1, 2020 until that employee has worked twelve (12) months in that position. Upon completion of twelve (12) months in that position, that employee shall move to Step 2 and shall proceed to Step 3 in the normal progression [i.e., completion of twelve (12) months at Step 2]. Any employee being promoted to, transferred to, or hired from the outside as Customer Service Advocate or Code Compliance Officer on or after October 1, 2020 shall be placed at Step 1 upon appointment to that classification and proceed to Steps 2 and 3 in the normal progression. Grandfathered employees will receive across the board wage increases, if any, effective for non-grandfathered employees on or after July 1, 2021.*

*\*\*Any employee working as Customer Service Specialist prior to October 1, 2020 shall be placed at Step 2 effective upon date of ratification and shall proceed to Step 3 twelve (12) months after date of ratification. Any employee being promoted to, transferred to, or hired from the outside as Customer Service Specialist on or after October 1, 2020 shall be placed at Step 1 upon appointment to that classification and proceed to Steps 2 and 3 in the normal progression. Grandfathered employees will receive across the board wage increases, if any, effective for non-grandfathered employees on or after July 1, 2021.*

*\*\*\*Any employee hired as Residential Refuse Collectors on or after October 1, 2020 shall be grandfathered at \$16.00 per hour upon hire, promotion or transfer until that employee has worked twelve (12) months in that position. Upon completion of twelve (12) months in that position, that employee shall be moved to Step 2 and shall proceed to Step 3 in the normal progression [i.e., completion of twelve (12) months at Step 2]. Grandfathered employees will receive across the board wage increases, if any, effective for non-grandfathered employees on or after July 1, 2021.*

### APPENDIX A-3: UTILITY SERVICES WATER BONUSES

The payment schedule for the payment of bonuses is as follows (per license):

<u>Distribution License(s) and Annual Bonus Amount</u>	<u>Filtration License(s) and Annual Bonus Amount</u>
<u>S4 - \$375</u>	<u>F4 - \$375</u>
<u>S3 - \$750</u>	<u>F3 - \$750</u>
<u>S2 - \$1,000</u>	<u>F2 - \$1,000</u>
<u>S1 - \$2,000</u>	<u>F1 - \$2,000</u>

\*Annual bonus amount will be paid semi-annually (1/2 paid on June 1 and 1/2 paid of December 1 or each year)

**APPENDIX A-4: ADDENDUM TO AGREEMENT BETWEEN THE CITY OF BENTON  
HARBOR AND THE MICHIGAN COUNCIL NO. 25 AFSCME AFL-CIO LOCAL 1433 &  
SETTLEMENT AGREEMENT FOR GRIEVANCE DATED DECEMBER 11, 2013.**

**ADDENDUM TO AGREEMENT BETWEEN THE CITY OF BENTON HARBOR  
AND THE MICHIGAN COUNCIL NO. 25 AFSCME AFL-CIO  
LOCAL 1433 & SETTLEMENT AGREEMENT FOR GRIEVANCE DATED  
DECEMBER 11, 2013.**

Dated: July 1, 2011 through June 30, 2015

The City of Benton Harbor and the Michigan Council No. 25 American Federation of State, County, and Municipal Employees (AFSCME) AFL-CIP Local 1433 agree to modify their existing collective bargaining agreement, dated July 1, 2011 through June 30, 2015, under the following terms and conditions:

**Article XVI  
Section 2  
Retirement**

1. All retirees retirement benefits shall be calculated based upon "base salary" only with the exception of the five employees listed in paragraph three below. "Base salary" shall be defined as set forth in the attached MERS plan document, "Definition of Compensation". Section 2-145 of the City Code of Ordinances definition of "Final Compensation" shall be synonymous with "Definition of Compensation", as set forth in the attached MERS plan document. "See Attachment"
2. The parties hereby resolve the current pending grievance filed on December 11, 2013, under the terms set forth in AFSCME's letter dated February 7, 2014 (See attachment), with the exception of "Future Retirees", which is null and void. Future retirees' pension benefits shall be subject to the terms of this Addendum.
3. The City of Benton Harbor shall, for the following five (5) employees, consider as Compensation their base wage plus any other compensation paid to the employee by the City prior to August 1, 2013 ("Total Compensation") when calculating their future pension benefits:

at 3/7/14  
D/O 3/7/2014  
TS 3/7/14

Any period prior to August 1, 2013 shall use the 2.25% multiplier. Any period after August 1, 2013, shall be calculated using base salary only and the 1.5% multiplier. Any new employee hired on or after April 1, 2013 shall be provided a MERS standard hybrid plan, with a 1.0% multiplier.

4. No other past, current or future AFSCME members shall be entitled to a pension calculation based on the use of any other definition of Compensation (base salary) except as set forth in the above-referenced MERS plan document.

Miscellaneous

1. All of the terms and conditions of the parties' current Collective Bargaining Agreement or addendums not otherwise modified by the Addendum dated April 1, 2013, shall remain in full force and effect.

Date

This Addendum is executed this 7th day of March, 2014.

CITY OF BENTON HARBOR

By: \_\_\_\_\_

Tony Saunders, II  
Emergency Manager

MICHIGAN COUNCIL AFSCME LOCAL 25

By: \_\_\_\_\_

Its: Labor Representative

By: \_\_\_\_\_

Its: Bargaining Team Member

By: \_\_\_\_\_

Its: Bargaining Team Member

By: \_\_\_\_\_

Its: Bargaining Team Member



This document shall remain in full force & effect, not subject to negotiations, until all grandfathered members listed in this agreement retire.

DD 3/7/2014  
at 3/7/14

TS 3/7

## Administrative Services Agreement

This Agreement, made as of the 1<sup>st</sup> day of August, 2013, between the Municipal Employees' Retirement System of Michigan (MERS) and the City of Benton Harbor ("Municipality"), together with the Adoption Agreement provides the mutually agreed upon terms for MERS' administration of the AFSCME division. Nothing in this Agreement supersedes or waives any rights or obligations of the parties under law and the MERS Plan Document.

### AUTHORITY

#### Approval of Resolutions

Adoption of new benefits or benefit changes must be approved by the governing body of the Municipality or an emergency manager, pursuant to MCL 141.1649(2). MERS will not accept signed resolutions completed by boards of the municipal divisions (i.e., library boards, medical care facility boards, community mental health boards, etc.)

#### SERVICE CREDIT *MERS Plan Document Section 2C(4)*

Prior Service is calculated from the date the employee was hired through the date they joined MERS, less any months there was a loss of service such as FMLA leave, layoffs, unpaid leave, etc. It is the employer's responsibility to calculate and certify each employee's prior service credit, not MERS.

*For example, an employee hired on 1/11/1980 who joined MERS on 1/1/2009 would have 29 years of prior service, assuming there are no service exceptions.*

#### Future Service *MERS Plan Document Section 3(1)*

Future service accrues from the effective date of joining MERS.

Eligible Domestic Relations Order (EDRO) -- members who divorce after the MERS effective date of participation must complete MERS EDRO (Form 72) and submit to MERS' Legal Counsel for review. For new DB members with prior service, a copy of the current EDRO must be submitted to MERS' Legal Counsel for review.

### RETIREES

All retirees transferring to MERS will receive the same pension benefit they currently receive. MERS will not deduct payments toward any retiree health insurance directly from the pension benefit. Pension benefits are paid monthly.

If the Municipality rehires an employee who is receiving a pension from the Municipality, the employee is subject to special conditions, pursuant to MERS Plan Document Section 31:

The retiree will continue receiving retirement benefits without change if there is a bona fide termination of employment of at least 30 days with no intent to rehire [IRS Information Letter 20000245 (September 6, 2000); Revenue Ruling 74-254, 1974-1 CB 91]

- ☐ Rehired retirees may work up to 720 hours per calendar year without an interruption in their pension benefits. Those rehired retirees may not participate in the active defined benefit retirement plan and therefore will not earn an additional pension.
- ☐ Rehired retirees working over 720 hours per calendar year will have their defined benefit pensions suspended.
- ☐ Elected officials or appointed employees must have a 2 year gap between the day their pension commenced and a re-election, re-appointment, or re-employment in any other capacity by the same MERS participating municipality. If there is not a 2 year gap, the defined benefit pension

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 TS 3/1

- benefit will be suspended.
- ☐ The rehired retiree and the Municipality must complete the Return to Work Certification Form 29C

**Plan Administration**  
Check the box if non-standard

- ☐ **MULTIPLIER** *MERS Plan Document Sections 14A. (1-2)*  
The Municipality will provide MERS a frozen calculation for all service accrued prior to the MERS effective date of July 1, 2013. The MERS Defined Benefit formula will calculate an eligible member's retirement benefit after the MERS effective date based on a 1.50% multiplier. The total benefit will not exceed 80% of the member's Final Average Compensation (FAC).
- ☐ **FINAL AVERAGE COMPENSATION** *MERS Plan Document Section 2A. 12(a-b)*  
Final Average Compensation (FAC) will be computed using the average of the highest consecutive 3 year (36 month) period of earnings from the member's history as reported to MERS by the Municipality.
- ☐ **VESTING** *MERS Plan Document Section 10(1)(b)(iii and iv)*  
15 Year vesting is required in order to be eligible to receive a retirement benefit.
- DISABILITY BENEFITS FOR ACTIVE EMPLOYEES** *MERS Plan Document Sections 24-25, 29.*
- ☐ **Duty Related Disability** benefits are subject to MERS approval with the disability being the natural and proximate result of on-the-job injury. Benefits are subject to MERS processes and approval. There are no vesting requirements. Benefits will be paid if the member is determined to be disabled under MERS' definition. The benefit will be the greater of the result of the applicable defined benefit formula or 25% of the FAC. MERS can recalculate the benefit upon request of the City as a service pension.
- ☐ **Non-Duty Related Disability** benefits are subject to MERS processes and approval. The member must be vested in order to qualify. Benefits will be paid if the member is determined to be disabled under MERS' definition. The benefit will be computed as the result of the defined benefit formula without regard to a minimum.
- DEATH BENEFITS FOR ACTIVE EMPLOYEES** *MERS Plan Document Section 27-28*
- ☐ **Duty Related Death** benefit has no vesting requirements. The surviving spouse will receive the greater of the DB formula or 50% of the FAC. If no spouse, children would equally share 50% of the member's straight life benefit until 21 or married.
- ☐ **Non-Duty Related Death** benefits are payable should death occur to an active member. The member must be vested in order to qualify. The spousal benefit will be 85% of the result of the defined benefit formula or the survivor benefit, whichever is higher. If a survivor beneficiary is named, he/she would receive a portion of the straight life benefit. If the member dies with no spouse or survivor beneficiary, any children would equally share 50% of the member's straight life benefit until 21 or married.
- ☐ **RETIREMENT ELIGIBILITY** *MERS Plan Document Section 10(5)*  
Members will become eligible to collect a retirement benefit once the Normal Age Retirement of 60 years is reached and the member has vested.

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- ☐ **DEFERRED RETIREMENT** *MERS Plan Document Section 12*  
Deferred members will receive benefits at age 60 and vested or when eligible by other adopted unreduced age and service requirements.
- ☐ **REDUCED RETIREMENT BENEFITS** *MERS Plan Document Section 10(3)*  
Available provided that an employee is at least age 55 with a minimum of 15 years of service credit OR at least age 50 with a minimum of 25 years of service credit. The permanent reduction of benefits is 1/2% for each month they are under age 60. (If the employer has adopted the benefit F55/15, 20 or 25, and an employee retires between age 50 and 55, the reduction will be 1/2% for each month under age 55)  
  
MERS municipal members are not allowed to require mandatory retirement regardless of the age of the employee.
- ☐ **COST OF LIVING ADJUSTMENT (COLA)** *MERS Plan Document Sections 20-22, 43C*  
The annual COLA increase is tied to the CPI as of September 30th with a maximum of 3% and the benefit is compounded annually until age 65 for qualifying retirees. It is the City of Benton Harbor's responsibility to notify MERS when the retiree reaches age 65 and their eligibility for COLA expires. Benton Harbor is required to provide notification to MERS no later than November 1st of the current year for any COLA changes for the following year.
- ☐ **AMORTIZATION POLICY REGARDING ACTUARIAL ACCRUED LIABILITY (AAL)** *MERS Plan Document Section 43C(4)*  
The Actuarial Accrued Liability (AAL) will be amortized over 20 years and may decrease in future years in accordance with MERS policy on the amortization of AAL.
- ☐ **MEMBER CONTRIBUTIONS** *MERS Plan Document Sections 32-35*  
A member contribution percentage of 10.0% of base wages is required as determined by the most recent Collective Bargaining Agreement (CBA), Ordinance, or Personnel Policy. MERS will only accept employee contributions on a pre-tax basis. The Municipality is responsible for providing MERS with written notification of any changes to the member contribution rate, if applicable. Employees may not have the option to vary the rate of or discontinue these contributions. Post-tax contributions made prior to joining MERS will be tracked accordingly.
- ☐ **MERS Resolution to Define a Day or a Month of Service Credit** *MERS Plan Document Section 3(1)*  
The governing body of the municipality adopts, by resolution, a definition of day/month of service credit. Each member who satisfies this requirement shall be credited with one month of service credit. If part-time employees meet the service criteria, they must be reported to MERS. If the Municipality intends to exclude part-time employees, the MERS Resolution to Define a Day or a Month of Service Credit will need to be completed in a manner that continues to exclude part-time employees by setting the definition of a day or month at a level that cannot be reached by part-time employees. Personnel policies alone cannot exclude part-time employees from MERS membership. To receive service credit, employees in this division must work a minimum of 150 hours in one calendar month.
- ☐ **EXCLUDING TEMPORARY EMPLOYEES** *MERS Plan Document Section 3(2)*  
The MERS Resolution to Exclude Temporary Employees will need to be completed if the Municipality wishes to exclude temporary employees from the Defined Benefit Plan.

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☐ **DEFINITION OF COMPENSATION** *MERS Plan Document Section 2A(6)*

**Includable Wages:** Base pay only after effective date in MERS. Wages included in the frozen calculation for benefits accrued prior to joining MERS will be completed using the definition that was in place at that time.

**Excludable Wages:** Longevity pay, overtime pay, shift differentials; deferred compensation amounts under deferred compensation programs recognized by the board, including premiums for annuities and permanent life insurance policies that are transferred to the ownership of the member upon retirement; worker's compensation weekly benefits if reported to MERS; and items of a similar nature that are recognized as compensation by the board. Allowances for clothing, equipment, cleaning, and travel; reimbursement of expenses, bonuses; termination pay; severance pay; payments in consideration of unused sick leave; the value of fringe benefits; and items of remuneration that are the basis of a potential or actual benefit from another retirement program and all other compensation or payments received by a member, not set forth in includable wages.

\* When an employee is receiving Short Term Disability benefits through the Municipality, service credit is granted when the Municipality provides third party wages and the employee pays his/her employee contributions. If STD wages are reported, it must be done consistently for the entire Municipality, unless the division is covered by a Collective Bargaining Agreement (CBA) that specifically modifies this rule.

☐ **GENERAL ADMINISTRATION**

All members within the same division will be treated equally. No members within the same division will have differing contribution rates or benefit programs. Employees shall receive service credit beginning with the date of hire. All participating members must complete a Membership Application. The municipality will be responsible for verifying the amount of service credit each member is eligible for in a prior service calculator spreadsheet. Pursuant to Section 41(3) of the MERS Plan Document, there must be at least 10% participation in the Defined Benefit Plan and all new hires must participate in the Plan.

☐ **RETIREMENT PAYMENT OPTIONS** *MERS Plan Document Section 23(2)(a-o)*

MERS offers eight Retirement Payment Options. If the member chooses the 50%, 75%, or 100% Joint and Survivor option, the beneficiary may not be changed. If the designated beneficiary predeceases the retired member, the reduced pension automatically pops-up to the unreduced Straight Life amount. A Period Certain Option can be elected for 5, 10, 15, or 20 years, providing a payment to the beneficiary for the designated period that begins at retirement. The member may name more than one beneficiary and the beneficiary may be changed.

☐ **REFUNDS**

MERS will use the MERS Retirement Board approved 1 Year T-Bill rate on December 31<sup>st</sup> each year to apply interest to member contributions in the event of a refund.

☐ **SERVICE CREDIT PURCHASES** *MERS Plan Document Section 7*

Any active member within the MERS system may purchase up to 5 years (60 months) of generic service credit. Service credit may be purchased in one month increments and can be done more than once as long as the total service credit purchased does not exceed 5 years (60 months). The Municipality's governing body must complete a resolution approving any service credit

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purchases. All members must be given the same opportunity to purchase service credit. The Municipality can limit service credit purchases based on Collective Bargaining Agreement (CBA) Ordinance, or Personnel Policy if so desired.

- ☐ **Other Governmental Service Credit** may also be purchased provided that:  
The employee can provide verification of service performed with a non-MERS governmental entity and the break in service between prior employment and current employment does not exceed 240 months. The Municipality can limit service credit purchases based on Collective Bargaining Agreement (CBA) Ordinance, or Personnel Policy if so desired.

\*Purchased service credit cannot be used to meet vesting. Service credit cannot be purchased if the employee is going to receive a retirement benefit based on that service credit from another system.

**COORDINATION OF SERVICE CREDIT**

- ☐ **MERS to MERS time** *MERS Plan Document Section 5*  
Service credit from other MERS employers shall be recognized for vesting and eligibility purposes only provided that the employee has at least 12 months of service at each employer and not more than a 240 month break in service.

**FUTURE PLAN CHANGES** *MERS Plan Document Section 43C*

**Benefit Adoption Eligibility Requirements:** To request a cost analysis for a benefit change that increases the plan liability, both the requesting division and the participating municipality or court must be not less than 80% funded as of the most recent December 31st annual valuation. To adopt the change, the governing body must meet a minimum funding requirement or must meet other conditions as set forth in Plan Document Section 43C.

**MEMBER RECORDS**

The Municipality acknowledges that it is obligated to maintain, in reasonably accessible format, data evidencing any accrued benefit, including but not limited to service credit, wages, vesting percentage, hours worked and payroll for the Municipality's vested, terminated employees and its non-vested terminated employees. Should MERS receive an inquiry, retirement application, refund application, or a distribution request from a terminated employee or a beneficiary, the Municipality will be required to provide MERS and/or the terminated employee with the dates and amounts of service credit, wage history, and any other pertinent information necessary for MERS to accurately provide service regarding the retirement plan within a reasonable time of the request.

*By signing below, the parties agree that the Defined Benefit Plan will be administered in accordance with the explanations provided herein. Items not discussed in this Administrative Services Agreement shall be administered in accordance with the MERS Plan Document and/or any applicable law.*

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Drafted 09-30-13

*2010 3/17/2014  
at 3/11  
TS 3/1*

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Drafted 09-30-13

*DD 3/7/2014  
at 3/7/14  
TS 3/7*

# CITY OF BENTON HARBOR



## EMPLOYEE HANDBOOK

REVISED NOVEMBER 14, 2016





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# ***I. PURPOSE OF MANUAL***

## **I.1 INTRODUCTION**

This manual has been prepared to establish formal procedures to be used as a guide to human resource matters and as a basis for consistent and fair treatment of employees in the City of Benton Harbor (the City). The City reserves the right to modify or discontinue any of the policies or employee benefits described in this manual, or modify the compensation of employees either by resolution of the City Commission or executive order/administrative memorandum of the City Manager. Your decision to continue employment with the City constitutes acceptance of such changes.

The policies included in this handbook are a set of guidelines only and not a contract of employment. Conditions may require the company to supplement, modify or eliminate one or more policies set forth in this handbook, with or without notice. Employees are expected to use good judgment in their actions, especially regarding the impact of their actions upon co-workers and the public image of the City.

To accomplish this, it shall be the responsibility of each employee to:

Treat other employees and the general public in a courteous manner;  
Act in accordance with the highest ethical standards in all dealings with public officials, employees, residents, consultants and contractors;

Understand that discrimination based on religion, race, color, creed, national origin, gender, height, weight, sexual orientation, familial status, marital status, age, disability, veteran status, genetic information, political affiliation or beliefs with regard to any personal activity is unacceptable;

Perform job duties in a proper, efficient and safe manner and to the best of his/her abilities;

Observe at all times, all City of Benton Harbor work rules, policies and procedures.

## **I.2 OUR MISSION**

Our mission is to provide a progressive, effective government for the City of Benton Harbor; to offer unmatched customer service in an environment of sound fiscal management; to provide safe, healthy neighborhoods; to value all people who live, work, invest in, and visit our City and their ethnic and economic diversity. We welcome their involvement and commitment that produces a greater quality of life, with all citizens and City Government working in partnership.

## **I.3 AT WILL EMPLOYMENT**

Unless you are subject to a Collective Bargaining Agreement which alters the at-will nature of employment, employment with the City is for an indefinite period of time and is employment "at will".

This means your employment is terminable at any time by either yourself or the City, with or without cause being shown and with or without prior notice. No employee of the City (except the City Manager) has authority to enter into any contract that changes the “at will” nature of any employee’s employment. To be valid, any agreement with the City Manager that changes the “at will” relationship with any employee must be in writing and signed by the City Manager.

#### **I.4 APPLICATION OF POLICIES**

These policies and procedures apply to all of the City’s employees unless otherwise specifically provided. In situations where employment agreements, insurance plan documents and collective bargaining agreements specifically differ from these policies, then the applicable provision(s) of the subject agreement shall govern. In all other areas, these policies should be referred to as guidance in human resource policy matters.

#### **I.5 DISTRIBUTION**

A copy of this manual shall be provided to each employee of the City of Benton Harbor. Each employee receiving a copy of this manual will sign and return a standard form certifying his/her receipt of and review of the manual.

#### **I.6 SEVERABILITY**

If a court of competent jurisdiction should invalidate any provision of this Handbook, all other provisions shall survive and remain valid and enforceable. If a court of competent jurisdiction should decline to enforce any provision on the ground that it is over broad or unreasonable, that provision shall be modified only to the extent necessary to be enforceable under state or federal law. If one or more provisions of this policy manual are superseded by or become in conflict with state or federal laws, then the balance of the manual shall valid and enforceable.

## **II. EMPLOYEE SELECTION**

### **II.1 APPLICATION FOR POSITION OPENINGS**

A job application form must be completed by all applicants seeking employment with the City. A resume may be required, depending on the particular position. The purpose of the application is to obtain pertinent information related to the applicants' education, training and qualifications. In the case of a position opening, the City Manager determines the procedures for job posting and/or public notice. Position openings may be filled by reclassification of current employees or new hire of outside applicants, depending upon the particular situation.

### **II.2 REJECTION OF APPLICANTS**

The City considers the accuracy of the information the employee provides during the employment process to be of utmost importance. The City may reject employment applications and dismiss current employees when the City finds inaccuracies in the job application or submitted resume including, but not limited to, the following conditions:

The applicant is found to lack any of the established qualification requirements for the position to which he/she seeks appointment;

The applicant has made a false statement on the application or resume with regard to any material facts;

The applicant has practiced or attempted to practice any deception or fraud in the application or resume, in his or her examination or interview, or in securing eligibility for appointment.

### **III.3 SELECTION**

All appointments shall be made according to merit as determined by a review of the qualifications of each individual applicant. In hiring new employees, consideration will be given solely to the good of the public services and their ability to discharge the duties of the positions to which they are applying. The City shall actively strive to hire the best qualified individual available for each position. Where desirable, competitive examinations shall be administered to aid in the selection process. The use and type of such examinations shall be determined by the City Manager. Disabled applicants who need accommodations to take the competitive examination should notify the City Manager of the need for accommodations. Occasionally, outside experts or consultants may be used to assist the City in recruiting and evaluating applicants.

### **II.4 BACKGROUND CHECKS**

It is the City's policy to conduct pre-employment background checks on applicants who accept an offer of employment. Background checks may include verification of any information on the applicant's resume or application form.

All offers of employment are conditioned on receipt of a background check report that is acceptable to the City. All background checks are conducted in conformity with the Federal Fair Credit Reporting Act,



the Americans with Disabilities Act, and state and federal privacy and antidiscrimination laws. Reports are kept confidential and are only viewed by individuals involved in the hiring process.

If information obtained in a background check would lead the City to deny employment, a copy of the report will be provided to the applicant, and the applicant will have the opportunity to dispute the report's accuracy. Background checks may include a criminal record check, although a criminal conviction does not automatically bar an applicant from employment.

Additional checks such as a driving record or credit report may be made on applicants for particular job categories if appropriate and job related.

The City also reserves the right to conduct a background check for current employees to determine eligibility for promotion or reassignment in the same manner as described above.

## **II.5 PHYSICAL EXAMINATIONS**

Candidates for every position must present satisfactory proof of physical fitness before the candidate can be accepted for employment. Proof of physical fitness must be obtained from a qualified physician as designated by the City. The cost of the physical is borne by the City.

## **II.6 WORK ELIGIBILITY**

The City is committed to employing only US citizens and aliens who are authorized to work in the United States and does not unlawfully discriminate on the basis of citizenship or national origin.

In compliance with the **Immigration Reform and Control Act (IRCA)**, each new employee, as a condition of employment, must complete the Employment Eligibility Verification Form I-9 within three business days of their date of hire and present documentation establishing identity and employment eligibility.

## **II.7 NEPOTISM**

In the City Charter, it states: "Except and unless relatives by blood or marriage of the Mayor, and Commissioners or City Manager, within the second degrees of consanguinity or affinity, are bona fide appointive officers or employees of the city at the time of election of such officers or appointment of such City Manager, such relative shall be disqualified from holding any appointive office or from being employed by the City during the term for which such Mayor or Commissioner was elected, or during the tenure of office of such City Manager. Definition of second degree of consanguinity or affinity is any:

*Great grandparents, great step-grandparents;*

*Grandparents, step-grandparents;*

*Sons, step-sons, daughters, step-daughters;*

*Grandsons, step-grandsons, granddaughters, step-granddaughters.*

This includes any full-time or part-time positions.

As indicated above, this Nepotism Policy as specified in the City Charter, Section 2.30 applies only to the Mayor, City Commission members, and the City Manager. With regard to all other employees,

the City does not prohibit the hiring of relatives of existing employees, except in such cases where such individual would be employed in the same department, under the supervision of the existing employee/relative. In this context, the term relative is defined as:

*Spouse, parents, children, grandparents; Spouse's  
parents, children, grandparents;  
Siblings, brothers, sisters, sons or daughter-in-law;  
Spouse's siblings, brothers, sisters, sons or daughters-in-law.*

The hiring of any relative as defined above must be specifically reviewed and approved by the City Manager to assure conformance with the restriction noted above.

### **III. EQUAL EMPLOYMENT**

#### **III.1 EQUAL EMPLOYMENT OPPORTUNITY**

The City of Benton Harbor is an Equal Opportunity Employer.

It is the policy of the City to assure Equal Employment Opportunity (EEO) through a continuing program of specific practices designed to provide equal employment opportunity without regard to race, color, religion, gender, sexual orientation, national origin, age, height, weight, familial status, marital status, disability, veteran status, genetic information or any other non-merit factor. To implement this policy, the City will continue to:

Base decisions on employment so as to further the principles of equal employment opportunity;

Ensure that promotions and decisions are in accordance with principles of Equal Employment Opportunity by imposing only valid requirements for promotional opportunities;

The City will not discriminate against persons with disabilities in regard to any employment practices or terms, conditions, and privileges of employment. This prohibition covers all aspects of the employment process, including application, testing, hiring, assignment, evaluation, disciplinary actions, promotion, medical examinations, training, layoff/recall, termination, compensation, leave, benefits, or any other term, condition or privilege of employment.

To ensure fair employment practices throughout the company, consideration in all employment practices are based exclusively on position requirement and job performance.

No employee of the City will be treated in an improper manner as a result of filing, reporting, or being about to report a grievance or charge of discrimination.

Equal Employment Opportunity is not only the law, but is a principle of the City's operation. Each employee is expected to cooperate and support established EEO objectives. The Human Resource

Coordinator, under the direction of the City Manager, is responsible for maintaining data related to workforce compensation. Based on this data, particular recruitment strategies are determined and implemented as a means of facilitating workforce diversity. Information related to recruitment practices and objectives can be obtained from the Human Resource Coordinator, the City's designated EEO Officer.

### **III.2 ACCOMMODATION OF DISABILITIES**

The American with Disabilities Act Amendments (ADAAA) prohibits discrimination against "qualified individuals with disabilities" in all employment practices (job application procedures, hiring, firing, advancement and training). A "qualified individual with a disability" is an employee or applicant who meets all legitimate skill, education, and experiences of a position and can perform the essential functions of the position with or without accommodation.

Federal and Michigan law requires employers to make accommodations to persons with disabilities where the accommodation does not impose an undue hardship on the employer. An employee or applicant with a disability may request accommodation by notifying the City in writing of the need for accommodation within one hundred and eighty-two (182) days of the date the person with a disability knows or reasonably should have known that an accommodation is needed. Failure to properly notify the City will preclude any claim that the City failed to accommodate the person with a disability. The City of Benton Harbor fully complies with provisions of the Americans with Disabilities Act Amendments and its companion state statute, the Michigan Persons with Disabilities Civil Rights Act.

### **III.3 ANTI-HARASSMENT**

It is the policy of the City of Benton Harbor, Michigan to comply with the letter and spirit of applicable federal, state and local laws concerning equal employment opportunities. In keeping with this commitment, the City strictly enforces a Non-Harassment Policy which prohibits sexual harassment and other forms of harassment.

The City's Policy prohibits any verbal, physical or visual contact which could offend, intimidate or create a hostile working environment for any individual on the basis of race, color, religion, gender, sexual orientation national origin, age, height, weight, familial status, marital status, veteran status, genetic information or disability or any other characteristics protected by federal, state or local law. The City also specifically prohibits sexual harassment, which includes any sexual advance, request for sexual favors, or other verbal or physical conduct of a sexual nature.

The City's Non-Harassment Policy applies to all the City's employees, managers, supervisors and other staff, whether related to the City, such as a vendor, consultant, client, customer or other City contact. All supervisors and managers have an affirmative obligation to maintain a workplace free of unlawful harassment.

If you experience any harassment, you should immediately report the incident to the Human Resource Coordinator. If you are uncomfortable with reporting the harassment to this individual or if you believe that your complaint was not properly addressed, you should report the incident to the City Manager.

Your complaint will be taken seriously and investigated promptly. Appropriate action up to and including termination will be taken against individuals who violate this policy. The City prohibits any form of retaliation against any employee for filing a complaint in good faith pursuant to the policy, or for participating in good faith in an investigation.

### **III.4 ANTI-HARASSMENT COMPLAINT PROCEDURE**

The City will conduct a prompt, thorough, and impartial investigation using the following procedures:

1. Interviewing the complainant, both at the time the complaint is initially presented and at the time the complaint is reduced to writing
2. Interviewing all witnesses identified by the complainant and reducing their statements to writing, either by requesting that the witnesses do so or by reducing their statements to writing to be signed or otherwise acknowledged by the witnesses
3. Reviewing any documentary or other evidence submitted by the complainant
4. Interviewing the alleged harasser and reducing his or her statement to writing
5. Interviewing all witnesses identified by the alleged harasser and reducing their statements to writing, either by requesting that the witnesses do so or by reducing their statements to writing to be signed or otherwise acknowledged by the witnesses
6. Interviewing other potential witnesses who may have observed the conduct regarding the allegation under investigation and reducing their statements to writing, either by requesting the witnesses do so or by reducing their statements to writing to be signed or otherwise acknowledged by the witnesses
7. Reviewing any documentary or other evidence submitted by the alleged harasser
8. Informing all witnesses including the complainant and the alleged harasser that confidentiality will be maintained throughout the investigation process, to the extent practicable and consistent with applicable state and federal laws.
9. Completing a written determination of the validity of the complaint.

### **RESOLVING THE CONFLICT**

#### ***If a violation is found:***

If, as a result of an investigation, it is determined that a violation of this policy has occurred, **the City** will take prompt and appropriate remedial action to eliminate the Policy violation and ensure that it does not re-occur. The following are examples of remedial action that the City may take as a result of the investigation.

- Disciplinary action of the harasser up to and including termination.
- Restoration to an individual of any employment benefits or employment status impaired as a result of the harassment or the exercise of the right to make a complaint of harassment, oppose harassment, or to participate in an investigation under this policy.
- Removal from the individual's personnel record or other records of the employer of any documents containing adverse or negative references to the complainant flowing from the policy violation.

- Other appropriate measures to assure that any individual adversely affected by the filing of a complaint, participation in any complaint proceeding, or opposition to harassment is restored to the position held prior to the policy violation.
- Removal of the effects of policy violation in the workplace, such as the removal of offensive graffiti or poster or similar objects of harassment, the elimination of unwanted physical contact or verbal communication.
- Other appropriate measures to assure that this policy, and the City's commitment to enforcing this policy, is reiterated in the workplace, such as republication of the policy and in-house training relating to the policy.

***If no violation is found:***

If as a result of the investigation, it is determined that no violation of this policy has occurred, **the City** will:

- Inform the complainant and the alleged harasser of the results of the investigation and the reasons for its finding of no policy violation.
- Advise the complainant and the alleged harasser that the City is committed to the enforcement of this policy and will not tolerate harassment or retaliation of any sort.
- Notwithstanding the determination that no policy violation has occurred, advise all individuals that there will be no retaliations for making a complaint of harassment, opposing harassment, or participating in an investigation under this policy.
- Advise the complainant to provide additional information relating to the any policy violations in the future.
- Take appropriate measures to assure that the policy, and the City's commitment to enforcing this policy and in-house training relating to the policy.

***If no determination is possible***

If, as a result of the investigation, it is determined that there is insufficient information from which to make a determination whether a policy violation has occurred, the City will:

- Inform the complainant and the alleged harasser of its finding that no determination can be made.
- Advise the complainant and the alleged harasser that the City is committed to the enforcement of this policy and will not tolerate harassment of any sort.

- Notwithstanding the determination that there is insufficient information from which to determine that a policy violation has occurred, advise all individuals that there will be no retaliation for making a complaint of harassment, or participating in an investigation under this policy.
- Advise the complainant to provide additional information relating to any policy violations in the future.
- Take appropriate measures to assure that the policy, and the City's commitment to enforcing this policy, is reiterated in the workplace, such as republication of the policy and in-house training relating to the policy.

### **III.5 ANTI-RETALIATION**

The City prohibits and will not tolerate any form of retaliation against an employee who has filed a complaint in good faith or an employee who, in good faith, has cooperated or participated in an investigation of a complaint. If you have filed a complaint, or have participated in an investigation, and believe that you are being or have been retaliated against, you MUST immediately report this matter to one of the persons mentioned above in the sub-section titled "Anti-Harassment Complaint Procedure".

If you believe that you have been subjected to discrimination because of your race, color, religion, gender, sexual orientation, alienage, citizenship status, marital status, status as a veteran, national origin, age, handicap, disability, or any other characteristic protected by federal, state and/or local law, or if you believe that you have been retaliated against for complaining about discrimination or participating in an investigation, it is *your* responsibility as an employee to utilize the complaint procedure established in this Policy for the purposes of preventing and correcting this unacceptable workplace behavior.

## **IV. WORK FORCE**

### **IV.1 EMPLOYEE TYPES**

The City's organization is comprised of several different types of employees, depending upon employment arrangements. Unless specified otherwise, all employees are subject to the conditions outlined in this human resource policies manual and are subordinate to the City Manager and his/her respective department head. The various employee types are described below.

### **IV.2 FULL TIME EMPLOYEES**

Full time employees are regularly scheduled to work 37-1/2 or 40 hours per week depending on assignment or 75 or 80 hours in a two week payroll period on a scheduled basis. Permanent full-time employees are eligible for the City's employee benefit program as outlined in Sections VIII and IX.

### IV.3 PART-TIME EMPLOYEES

Part-time employees are regularly scheduled to work less than 37-1/2 or 40 hours per week or less than 75 or 80 hours in a two-week pay period, except possibly in cases of filling in for absent co-workers. Part-time employees are not eligible for employee benefits, unless specifically provided for by applicable state or federal law.

### IV.4 TEMPORARY EMPLOYEES

Temporary employees may be scheduled to work on a full- or part-time basis, as dictated by operational needs, for a period of time that generally will not exceed six (6) continuous months. Temporary employees are not eligible for employee benefits.

### IV.5 EMPLOYEE CLASSIFICATION

All employees are designated as either nonexempt or exempt under state and federal wage and hour laws. The following is intended to help employees understand employment classifications and employees' employment status and benefit eligibility. These classifications do not guarantee employment for any specified period of time. The right to terminate the employment-at-will relationship at any time is retained by both the employee and the City.

The workweek begins at 12:00 a.m. on Sunday morning and ends at 11:59 p.m. on Saturday night.

**Exempt employees** are generally managers or professional, administrative or technical staff who ARE exempt from the minimum wage and overtime provisions of the FLSA. Exempt employees hold jobs that meet the standards and criteria established under the FLSA by the U.S. Department of Labor.

Exempt employees will receive their full salary for any workweek in which work is performed. However, under federal law, exempt employee salary is subject to certain deductions. For example, absent contrary state law requirements, exempt employee salary can be reduced for the following reasons in a workweek in which work was performed:

- Full day absences for personal reasons, including vacation.
- Full day absences for sickness or disability.
- Full day disciplinary suspensions for infractions of safety rules of major significance (including those that could cause serious harm to others).
- Family and Medical Leave absences (either full or partial day absences).
- To offset amounts received as payment for jury and witness fees or military pay.
- Unpaid disciplinary suspensions of one or more full days for significant infractions of major workplace conduct rules set forth in written policies.
- The first or last week of employment in the event you work less than a full week.

Exempt employee salary may also be reduced for certain types of deductions, such as: your portion of health, dental or life insurance premiums; state, federal or local taxes, social security; or voluntary

contributions to a 401(k) or pension plan. In any workweek in which the exempt employee performs any work, the salary will not be reduced for any of the following reasons:

- Partial day absences for personal reasons, sickness or disability.
- Employee absence because the facility is closed on a scheduled work day.
- Absences for jury duty, attendance as a witness, or military leave in any week in which the exempt employee performs any work.
- Any other deductions prohibited by state or federal law.

Please note: Exempt employees will be required to use accrued vacation, personal or other forms of paid time off for full or partial day absences for personal reasons, sickness or disability. However, an exempt employee's salary will not be reduced for partial day absences if the exempt employee does not have available accrued paid time off.

**Nonexempt employees** are employees whose work is covered by the Fair Labor Standards Act (FLSA). They are NOT exempt from the law's requirements concerning minimum wage and overtime.

Full time, nonexempt employees are expected to work their scheduled shifts, exclusive of a one hour unpaid lunch/personal time per work day. Unless otherwise scheduled in advance, employees are not to work over 40 hours in a week without prior written authorization by their Department Head or City Manager. Generally, employees who are defined as non-exempt by the Fair Labor Standards Act (FLSA) are paid for overtime work at the following rates:

All time worked over forty (40) hours in one (1) work week shall be compensated at the rate of time and one-half (1-1/2 times);

The FLSA may have other applicable rules for certain groups of employees. The City intends to follow the rules and regulations as set forth by the FLSA and other applicable state and federal laws. Any employee who has a question regarding the FLSA and overtime compensation may see Human Resources for more information.

Hours worked in excess of 40 hours in any work-week must be approved in advance in writing by the employee's Department Head or City Manager. Failure to obtain prior written authorization from an employee's Department Head or City Manager may result in disciplinary action taken against the employee.

## **IV.6 TIMEKEEPING**

The purpose of time keeping is to ensure an accurate record of all hours that you work. It is City policy that all work performed by you will be while you are "on the clock." In order for you to receive correct payment of wages, you are required to utilize the City's timekeeping system to document your time, according to your schedule. The City's timekeeping system computes time to the nearest 1/10 of an hour (6 minute time increments).

All employees are expected to be at their work areas, ready and able to start work, at the scheduled



time and are expected to remain in their work areas until their scheduled quitting time.

All employees are expected to clock out when they leave the premises on break and to clock back in upon return.

All employees must verify the hours that they work. Each employee will have their individual login credentials which they shall use to verify their time. The employee shall at the end of each day utilize the timekeeping portal to ensure that their time is accurate.

All employees are required to add the total number of hours worked at the end of each shift. Any discrepancies in hours added will be discussed with you by your Department Head or Human Resources. Failure of employees to note any discrepancies in hours worked or amount of pay within 2 weeks of receiving their pay shall be deemed that time as documented on the time keeping program provides an accurate statement, without objection, that the hours and pay are correct.

Non-exempt employees should not work any hours outside of the scheduled work day unless your supervisor has authorized the unscheduled work in advance. Do not start work early, finish work late, work during a meal break or perform any other extra or overtime work unless you are authorized to do so and that time is recorded on your time card. Employees are prohibited from performing any “off-the-clock” work. “Off-the-clock” work means work you may perform but fail to report on your time card. Any employee who fails to report or inaccurately reports any hours worked will be subject to disciplinary action, up to and including discharge.

Clocking in more than 5 minutes prior the beginning of your scheduled shift is prohibited and may subject an employee to disciplinary measures.

## **IV.7 EMPLOYEE TIME KEEPING STANDARDS**

It is a violation of the City’s policy for any employee to falsify a time card, or to alter another employee’s time card. It is also a serious violation of City policy for any employee or manager to instruct another employee to incorrectly or falsely report hours worked or alter another employee’s time card to under- or over-report hours worked. If any manager or employee instructs you to (1) incorrectly or falsely under- or over-report your hours worked, (2) alter another employee’s time records to inaccurately or falsely report that employee’s hours worked, or (3) conceal any falsification of time records or to violate this policy, do not do so. Instead, report it immediately to your Department Head or the City Manager.

If you have questions about deductions from your pay, please contact Human Resources immediately. If you believe your wages have been subject to any improper deductions or your pay does not accurately reflect all hours worked, you should report your concerns to a supervisor immediately. If a supervisor is unavailable or if you believe it would be inappropriate to contact that person (or if you have not received a prompt and fully acceptable reply within three business days), you should immediately contact the City Manager.

Every report will be fully investigated and corrective action will be taken, up to and including discharge of any employee(s) who violates this policy.

In addition, the City will not allow any form of retaliation against individuals who report alleged violations of this policy or who cooperate in the City's investigation of such reports. Retaliation is unacceptable. Any form of retaliation in violation of this policy will result in disciplinary action, up to and including discharge.

## **V. GENERAL OPERATING PROCEDURES**

### **V.1 WORK DAY AND WORK WEEK**

The normal work day for full-time City employees is seven and one half (7-1/2) or eight (8) hours depending on work assignments. The work week typically consists of five (5) concurrent work days for a total of thirty seven and one half (37-1/2) or forty (40) hours. Additionally, some employees may be required to attend board or city meetings outside of regular business hours.

An employee's daily starting and ending times shall be determined by the City Manager or department head. Some employees may be assigned to schedules which are not consistent with the normal business hours such as 4-day, 10-hour shifts, split shifts, or other arrangements, if operational needs should dictate. Occasionally, an employee's work hours may be rescheduled to satisfy workload demands.

To some degree, all the City's jobs involve services to the citizens of the community; therefore, it is important that employees are ready to work at the start of the work day, leave for and return from lunch and breaks, and leave at the end of the day according to policies and schedules.

### **V.2 ATTENDANCE**

Prompt and regular attendance is an important job performance factor. All employees shall attend each day of scheduled work unless they receive authorized leave. The use of leave time for illness must be taken for a bona fide employee or allowable family member illness only, and the employees must notify the City of their absence no later than the start of the work shift to allow for adequate job coverage. Employees must call in to the designated attendance and absence telephone line no later than the start of the employee's scheduled work shift. Employees who fail to call in and do not show up for their scheduled shift will be subject to the appropriate pay reduction.

Additionally, no-call, no-show absences may result in disciplinary action being taken.

Unnecessary, habitual or frequent tardiness or absence will result in an appropriate pay reduction and/or disciplinary action up to and including discharge.

***You must submit documentation from a physician, or other recognized health care provider, for absences due to illness of three (3) days or more that would justify your absence. Excessive absences, or tardiness, may lead to disciplinary action, up to and including termination. If you are absent from work for two (2) consecutive days without notice, the City will consider that you have voluntarily resigned your position.***

### **V.3 BREAK PERIODS**

Employees are allowed a one (1) hour unpaid lunch break. The timing of the lunch break is determined by the department head or supervisor and is usually near the midpoint of the work shift.

Additionally, employees may take a rest period, not to exceed fifteen (15) minutes, near the midpoint of each four (4) consecutive hours worked. Timing and location of breaks are subject to need. Rest periods may not be saved and aggregated, combined with lunch periods or used at the beginning or end of the day.

Employees are expected to limit all lunch breaks and rest periods to the specified time limits. In certain instances, an employee may be required to delay a lunch break or rest period.

### **V.4 COURTESY**

Citizen inquiries, questions and complaints should be addressed in a prompt and tactful manner. Complaints should be resolved by the appropriate party as quickly and efficiently as possible. In dealing with particularly irate citizens, an employee is encouraged to remain calm and composed and, if possible, direct the individual to an appropriate person for assistance.

### **V.5 DRESS CODE/PERSONAL APPEARANCE**

A professional appearance and demeanor are important in projecting a positive image of the City to the public. All City employees, with the exception of uniformed employees, are expected to report to work in conservative business attire each day.

Please keep in mind that all attire must remain “conservative”. Examples of appropriate conservative business attire include the following: blazers, suits or sport coats, dress slacks, ties, dress shirts with buttons and collars, dresses, skirts, blouses, tailored sweaters, and dress shoes. Jean clothing of all colors will not be tolerated unless there is prior written approval from the City Manager.

Although this list is not all-inclusive, the following represents examples of clothing not considered appropriate for the workplace on any day:

- Jeans, jean-material clothing (including jean jackets and jean skirts), sweatpants, exercise wear, shorts, overalls, leggings, yoga pants or spandex/lycra fabrics; Mini-skirts, sun dresses, spaghetti-strap dresses;

- T-shirts with or without logo, halter tops, tops with bare shoulders, excessively tight, short, see-through or revealing clothing, beach wear, midriff-length tops, sweatshirts and t-shirts unless worn under another blouse, jacket or dress or evening wear;

- Flip flops, thong sandals, and slippers are not acceptable in the office. However, during summer, open toe dress sandals are acceptable, provided that they are consistent with professional, business-looking dress shoes.

For jobsites, employees are expected to wear work clothes appropriate for the work to be done. Employees at jobsites should wear clothing that protects their safety (such as steel-toe shoes) and

wear clothing in a safe way (e.g. shirts tucked in if working around machinery).

In keeping with professional demeanor, employees should keep all tattoos covered during work hours.

Employees who violate the dress code will be asked to leave work and return with appropriate attire. Repeated violations of the dress code may subject the employee to disciplinary action

## **V.6 PERSONAL HYGIENE**

Cleanliness is a must for any position-incumbent in the City of Benton Harbor. Personal hygiene shall be tended to not only for the individual's comfort but also for the protection and safety of fellow employees. Body odors, strong perfume or smoke may all be particularly offensive to the public and co-workers. Employees should take pride in their personal appearance and assure cleanliness and neatness of hair, shoes, clothing and uniforms.

## **V.7 USE OF CITY RESOURCES**

Vehicles, materials, facilities and equipment owned by the City shall not be used by employees without the express consent of the City Manager. All facilities and equipment are provided by the public and should be used only for public purposes. Specific examples include the following:

**Mail:** Employees may not use the City's postage for personal mail. Further, employees should not routinely receive personal mail or package deliveries while they are at work.

**Phone:** All phone lines are to be kept available for the City's business. In an emergency, employees may receive personal calls at work. Employees may make occasional local personal calls from phones while on break; however, these calls must be occasional and no more than three (3) to five (5) minutes in duration. Personal long distance calls at the City's expense are not permitted.

**Mobile Phones:** Cell phones are provided for work-related communication. They are not intended to be used for personal business. Cell phones, whether personal or city-issued, should not be used while operating city vehicles. Persons carrying city-issued mobile phones are expected to keep the phones charged and accessible, and answer all calls/messages received.

**Vehicles:** Some personnel who are called in at unusual times and during emergencies may, with the permission of the City Manager, be permitted to drive a City-owned vehicle to and from work. Employees assigned such vehicles are not permitted personal use of the vehicle with the exception of convenience stops while traveling to and from work.

**Equipment, facilities and supplies:** Equipment, facilities and supplies are to be used for public service only, unless specific exceptions are approved by the City Manager.

The City of Benton Harbor is committed to providing employees with the business tools necessary to encourage efficiency in job performance to best serve the citizens of Benton Harbor. It is the general policy of the City that Information Technology resources are to be used in a responsible, efficient, ethical and legal manner. Please review the "Acceptable Use" Policy at the end of this handbook for specific guidelines.

## V.8 PERSONAL CALLS, VISITS AND BUSINESS

The City expects the full attention of its employees while they are working. Although employees may occasionally take care of a personal matter during the workday, employees should try to conduct such personal business either before or after the workday or during breaks or meal periods. Regardless of when any personal call is made, it should be kept short.

Employees must limit incoming personal calls, visits or personal transactions. The City's phones should be available for City business, and non-business use of the phones can hurt the business. A pattern of excessive personal phone calls, personal visits and or private business dealings is not acceptable and may lead to disciplinary action.

## V.9 CARE OF EQUIPMENT

The City of Benton Harbor possesses and maintains a wide array of costly equipment and rolling stock. Employees are expected to follow prescribed procedures for equipment and vehicle usage and refrain from equipment abuse. Should an employee encounter equipment malfunction or be involved in an accident, the incident should be immediately reported to the appropriate supervisor or department head. Intentional equipment abuse or inappropriate, wrongful, or unauthorized use of equipment may result in disciplinary action, up to and including discharge.

## V.10 EXPENSE REIMBURSEMENT

The City will reimburse employees for pre-authorized expenses incurred on behalf of the City. The City of Benton Harbor shall reimburse City officials and employees for reasonable expenses incurred in carrying out their duties for the City or authorized seminars, training and travel. Specific requirements for expense reimbursement are as follows:

**Spouses, Family, Guests:** Conference fees, meals, travel and other related costs for spouses, family members or guests **will not** be reimbursed by the City.

**Travel:** Individuals using their personal vehicles for City business shall be reimbursed at the Internal Revenue Service (IRS) rate per mile. Reimbursement for air travel shall not exceed coach rates. Ride sharing and/or the use of City vehicles are encouraged where appropriate. Necessary parking and taxi/shuttle service will also be reimbursed.

**Lodging:** The costs for lodging at out-of-town conferences shall be reimbursed at the conference standard room rate. The City will not cover costs for suites or upscale special rooms. Room sharing is encouraged where appropriate.

**Meals and Out-of-Pocket:** For approved travel, employees must receive a daily per diem for meals and other out-of-pocket expenses. The amount per diem is established by the City Manager utilizing the Federal Register as a guide. When possible, the employees will be provided with the per diem prior to travel following submission of request forms.

**Miscellaneous:** Extra costs not related to City business such as personal telephone calls, movies, room service, laundry service, pre- and post-conference side trips, etc. shall not be reimbursed. Reimbursements for appropriate expense items not specifically covered under this policy shall require the approval of the City Manager.

**Expense Voucher:** In order to receive reimbursement, the individual shall properly complete a City of Benton Harbor expense voucher and turn it into the City Manager's office for processing. Receipts must be attached for the following:

- Registration/ conference/workshop costs;
- Lodging costs;
- Travel;
- Personal vehicle mileage based on standard map mileage chart;
- Coach rate air travel;
- Parking costs exceeding \$5.00 per day;
- Taxi/shuttle costs exceeding \$10.00 per day.

## **V.11 POLITICAL ACTIVITY**

The City does not discourage political participation and activity by employees. However, certain restrictions are imposed to insure the integrity and impartiality of the City. In this regard:

- Solicitation is prohibited during working hours and distribution of literature is prohibited during working hours or in work areas. Working hours include the actual working time (excluding the designated breaks or meal periods) of both the individual performing the solicitation or distribution and the employee to whom it is directed.
- Employees of the City shall not solicit or receive or be in any manner concerned in soliciting or receiving any assessments, subscription or contribution for any political party or any political purpose whatsoever, during these hours when the employee is being compensated for the performance of his/her duties as a City of Benton Harbor employee.
- Equipment, materials and supplies belonging to the City, including the City's letterhead, shall not be used in support of political activities.

## **V.12 GIFTS AND GRATUITIES**

Employees of the City of Benton Harbor must neither solicit nor accept any gift or gratuity from any individual, firm or organization for any service rendered by the employee while on duty. Additionally, employees are forbidden from receiving gifts or other favors from vendors or contractors utilized by, or seeking contracts and/or business exchange with the City. If a gift, gratuity or tip is mailed or personally delivered to an employee at his/her home or at work, he/she is expected to promptly report the incident to the department head. Other employees with knowledge of such incident who do not report same can be disciplined up to and including discharge. City services are consistently provided without intimidation that a gratuity is expected.

## ***VI. WORKPLACE SAFETY AND HEALTH***

### **VI.1 DRUG FREE WORKPLACE**

The City of Benton Harbor is dedicated to maintaining a safe and drug-free workplace. Employees may not use, possess, conceal, manufacture, distribute, divert, dispense, or sell controlled substances, narcotics, or illegal drugs while on duty, including on City premises or any other location visited in the course of conducting City business, including emergencies and after hour call-ins. Employees are prohibited from improper use of prescribed medication and/or being under the influence of illegal drugs while on the premises. **Violation of this policy may result in disciplinary action, up to and including termination of employment.**

If there is reasonable suspicion that an employee is under the influence of controlled substances, narcotics or illegal drugs while on duty and/or on City premises, the City reserves the right to require an employee to submit to a fitness for duty evaluation including urine tests, blood tests, breath tests, and/or psychological evaluation to determine fitness for duty. **Refusal to submit a requested specimen or a deliberate submission of, or an attempt to submit an adulterated sample, may result in disciplinary action, up to and including termination of employment.**

Fitness for duty evaluations will be conducted by a designated Health Care Provider under established procedures. Information obtained pertaining to fitness for duty evaluation will remain confidential and released to other persons only on a need to know basis (i.e., individuals involved in treatment, recovery and/or employment).

#### **Initiation of Fitness for Duty Evaluation**

A fitness for duty evaluation may be required as indicated below:

- When an employee's behavior, performance, or other information creates a reasonable suspicion that the employee is using or is under the influence of any drug, improper self-medication, or the employee is engaged in aberrant behavior. Indication of the need for a fitness for duty assessment or evaluation is determined by the City. Reasonable suspicion will be based upon specific, objective facts that are observed and documented. Reasonable suspicion based on personal observation may include physical appearance, behavior, and speech or breath odors.
- Following an accident or injury, where safety precautions were violated, property was damaged, personal injury occurred, or unusually careless acts were performed by an employee while on duty that resulted in a safety hazard or potential safety hazard and there is reason to believe that the employee's drug use is likely to have contributed to the incident.
- As a condition of continuing employment or reinstatement following the completion of a hospital-approved treatment, counseling or rehabilitation program.
- When any illegal drug, or drug paraphernalia (e.g., syringes, needles, vials, pipes) is found on the City's property controlled or used by the employee (e.g., personal storage area, parking lots, vehicles).

#### **Prescription Drug Use**

The employee is required to submit proof of prescription drug use within 48 hours following a positive test result. Proof consists of a written statement from the employee's physician approving the use of the prescription drug during working hours.



If the employee is under the influence of a drug prescribed specifically for the employee by a licensed physician for a current medical condition, and this drug may impair the employee's ability to perform their job, the employee must inform their supervisor at once. After discussing the potential implications of the drug's effects, the employee may or may not be permitted to remain at work. Employees with any questions or concerns regarding this issue should be discussed with Human Resources.

## **VI.2 WORKPLACE VIOLENCE**

The City of Benton Harbor is committed to preventing workplace violence and to maintaining a safe work environment. In this regard, it is the policy of the City to prohibit acts or threats of violence by any party, directed toward employees, citizens, elected officials, visitors to the City's facilities or others. Given the increasing violence in society in general, the City has adopted the following guidelines to deal with intimidation, harassment, or other threats of (or actual) violence that may occur during business hours or on its premises.

Related to this policy, the City is committed to:

- Providing a safe and healthful work environment, consistent with health and safety rules;
- Taking prompt remedial action up to and including discharge against any employee who engages in threatening behavior or acts of violence;
- Taking appropriate action against any non-employee who engages in such behavior including former employees and visitors to City facilities, up to and including criminal prosecution;
- Prohibiting unauthorized firearms or other weapons on City premises.

Any conduct that threatens, intimidates, or coerces another employee or non-employee at any time, including off-duty periods, will not be tolerated. This prohibition includes, but is not limited to all acts of harassment, including but not limited to, race, color, religion, gender, sexual orientation, height, weight, age, national origin, handicap, marital, or veteran status or any characteristic protected by state or federal law.

### **Weapons in the Workplace**

Unless otherwise required as a condition of your employment, weapons are generally not allowed in our workplace. Weapons include firearms, knives, brass knuckles, martial arts equipment, clubs or bats, and explosives.

### **What to Do in Case of Violence**

If you observe an incident or threat of violence that is immediate and serious, IMMEDIATELY DIAL 9-1-1 and report it to the police.

If the incident or threat does not appear to require immediate police intervention, please contact and report it to your department head or human resources as soon as possible. All complaints will be investigated and appropriate action will be taken. You will not face retaliation for making a complaint.

The City will promptly and thoroughly investigate all reports of threats of (or actual) violence and of



suspicious individuals or activities. The identity of the individual making a report will be protected as much as is practical. In order to maintain workplace safety and the integrity of its investigation, the City may suspend employees, either with or without pay, pending investigation.

Anyone determined to be responsible for threats (or actual acts) of violence or other conduct that is in violation of these guidelines will be subject to prompt disciplinary action up to and including termination of employment.

### **VI.3 SMOKE-FREE WORKPLACE POLICY**

Smoking is prohibited in all City buildings and facilities. This policy applies to all employees, Board and Commission members and visitors to the City's buildings, facilities and vehicles. The purpose of this policy is to protect and promote health by reducing involuntary exposure to tobacco smoke in public areas. This includes all enclosed areas within the workplace, including common work areas, auditoriums, classrooms, conference and meeting rooms, private offices, elevators, hallways, medical facilities, cafeterias, employee lounges, stairs, restrooms, employer-owned or leased business vehicles, and all other enclosed facilities.

Employees shall not use tobacco products while in contact with the public during the performance of official duty or while in city-owned vehicles or buildings. All personnel shall conform to state laws with regard to using tobacco products in public facilities.

#### **Complaint Procedure:**

Any complaints concerning violations of the Smoke-Free Workplace Policy can be filed (verbally or in writing) with the City Manager's office.

The City Manager shall investigate said complaint and provide a written statement concerning the facts of the situation and any action needed or taken.

A copy of the written statement shall be provided to the individual filing the complaint.

If all internal steps fail to result in compliance, you may contact the Tobacco Regulation Advisor at the Berrien County Health Department at 269-926-7121 for assistance in filing a complaint.

If a violation(s) is found to have occurred, the following actions will be taken:

Employees violating this policy will be subject to disciplinary action in the same manner as violations of other policies.

If a non-employee is found to have violated the smoking policy, the following actions will be taken:

1. First time: verbal warning;
2. Second time: individual will be removed from area.

**Special Consideration:** Individuals that have a hypersensitivity to tobacco smoke and feel that changes are needed in their work environment may file a request (verbally or in writing) with the City Manager for a review of their work situation. A written statement of recommended changes, if any,

will be prepared by the City Manager. Where possible, the City will try to make the necessary changes to provide the employee with a smoke-free environment. A copy of the written statement indicating action taken, if any, shall be provided to the individual filing the request.

**Assistance:** Employees who smoke and would like to take this opportunity to quit may participate in smoking cessation programs offered by the City or may call the Berrien County Health Department at 269-926-7121 or access their website at [www.berriencountyhealthdept.org](http://www.berriencountyhealthdept.org) for information on smoking cessation services. In addition, smokers may call the Michigan Quit line at 1-800-QUIT-NOW.

## **VI.4 SAFETY**

The City has established safety rules, regulations and programming. These safety rules may apply to a specific department or city-wide. Each employee must be familiar with applicable safety rules and follow prescribed courses of action as specified in the City's Safety Manuals. No employee should perform any work tasks or take any action which endangers the employee or another employee. If an employee is in doubt about the safety of a situation, the employee should make his/her concerns known to the immediate supervisor prior to engaging in the activity.

## **VI.5 RIGHT TO KNOW**

The City complies with federal and state Right to Know laws. In this regard, the City will make every effort to provide information to employees about any hazardous chemical to which they may be exposed. Right to Know information will be posted. Employees are required to read and be familiar with all posted materials.

# ***VII. COMPENSATION AND CLASSIFICATION***

## **VII.1 COMPENSATION PHILOSOPHY**

It is the intent of the City of Benton Harbor to provide fair and equitable wages to its employees. To accomplish this, the City utilizes a compensation pay plan comprised of pay grades and pay ranges. This pay plan is intended to ensure ***Internal Pay Equity***, a method by which the City may, at its option, move employees through the pay ranges as experience and expertise are acquired.

VII.2 deleted, but Lisa may add or modify language.

## **VII.2 PERSONNEL FILES**

**Contents of file** - A personnel file will be maintained for each employee. The files are considered strictly confidential with access allowed for very limited reasons only as specified by federal or state law. The personnel file of each employee may contain his/her application for employment, Federal and State tax forms, evidence of education and resume. The records of hiring, training, previous experience, job assignments, work schedules, salary, job performance evaluations, correspondence relating to the

employee, reprimands and other discipline. The file may contain other information not prohibited by law.

**Personnel files** - For the purpose of maintaining complete and accurate personnel files, employees are required to report any changes in the personal status to the City. The information needed is:

1. Change of address or telephone number
2. Any change affecting your tax withholding status
3. Legal change of name
4. Change of persons designated to call in case of emergency

**Employee access to file** - You may review your personnel file by submitting a written request to the Human Resources Department. In order to make finding your file easier, your request should include your name, social security number, dates of employment, and location of the facility in which you work. The employee's review of the file shall be supervised by a representative from the Human Resources Department. The examination of the personnel file should be done during regular office hours, unless other arrangements are necessary. Employees may obtain a copy of their file at a cost of \$1.00 per page. Submit a request for a copy of the file to the Human Resource Coordinator, who will determine the cost. Upon receipt of payment, the file will be copied and provided within 3 days.

## ***VIII. TERMINATION OF EMPLOYMENT***

### **VIII.1 VOLUNTARY TERMINATION**

An employee resigning his/her position should notify the City of the effective date of resignation in writing. A minimum of two (2) weeks notice must be given in order to be eligible for appropriate terminal payments such as unused leave time, and to leave in good standing unless other arrangements are approved by the City Manager.

Any employee who terminates, whether voluntary or involuntary, will receive his/her final paycheck on the next regularly scheduled pay day. This check will be delivered as a live check, not as direct deposit. Please make arrangements with Human Resources for receiving this check by either pick up or mail. The City expects that employees will return all City property, including, but not limited to, uniforms, vehicles, cell phones, keys, and computers. Failure to return City property may subject the employee to further legal action as available under state and federal law.

In case of retirement, it is recommended that an employee provide the City Manager with a minimum of thirty (30) days notice. This advance notice will assure that retirement issues are satisfactorily addressed prior to the actual date of separation.

In the event of the death of an employee, all compensation due in accordance with the policies of the City shall be paid to the legal representative of the employee's estate or other properly designated individual.

## **VIII.2 LAYOFFS/ REDUCTION IN FORCE (NON-UNION EMPLOYEES)**

When a reduction in force is necessary, permanent employees shall be retained in order of their seniority within their respective departments whenever practical, considering the employee's ability to perform the required work. If the employee does not have the ability to perform the required job, the City will have the right to terminate employment.

When vacancies occur or when additional work is available, employees possessing the appropriate qualifications who have been laid off shall be called back to work in order of their seniority before new employees are hired. In case of recall, the employee shall be notified of such recall by certified mail or telegram using the employee's last known address. The City's responsibility shall terminate if no such vacancy occurs within a period of one year after the date of layoff.

In the event that a laid-off employee does not report or accept recall within three (3) work days (72 lapsed hours), the City's obligation shall be discharged and such employee shall lose all seniority rights.

It is the responsibility of the laid off worker to contact the Human Resource Department to find out if there is a posting that may be of interest to the worker. If there is, the worker then needs to follow procedure to apply for the position. Unless otherwise specified in a union collective bargaining agreement, The City retains the right to consider the work skills and business needs of the City ahead of seniority rights in recall.

The City Manager, his duly appointed representative or other appointing authority shall attempt to give to all regularly employed personnel due notice of layoff and allow them sufficient time to seek other employment. The following advance notice shall be given when possible:

All hourly rated positions: **one week**

Supervisory personnel and all other salaried employees: **two weeks**

In the event of a temporary layoff (i.e. five or fewer days), no advance notice will be given.

## **VIII.3 EXIT INTERVIEW**

In the event of a voluntary termination, employees are requested to participate in an Exit Interview with the Human Resource Coordinator. The supervisor of the terminating employee must contact the Human Resource Coordinator as soon as the employee notifies the City that he/she will be terminating in order to schedule the Exit Interview and arrange for the return of any City-owned property prior to the employee's last day of work.

## **VIII.4 RETURN OF PROPERTY**

An employee leaving the City for any reason and who has City-owned equipment or property in his/her possession shall return such equipment or property to the applicable department head on or before the last day of work.

Employees who have not returned City-owned property by their last day of work will be required to pick up their final check at Human Resources, and return the property at that time.

## ***IX. DISCIPLINARY PROCEDURES***

### **IX.1 RULES OF CONDUCT**

The City has certain rules of conduct that must be followed if the organization is to operate in a safe, efficient and orderly manner. Employee cooperation is essential; therefore, each employee is urged to familiarize himself/herself with the Rules of Conduct listed below. Based on common sense and good judgment, these rules are designed to protect the integrity of the City of Benton Harbor.

An employee committing any of the following offenses may be subject to disciplinary action ranging from disciplinary suspension to immediate discharge. It should be noted that this list is not all inclusive and there may be other reasons which may result in disciplinary action.

- Violent, offensive or other intimidating conduct or language;
- Sexual, racial or other unlawful harassment, including but not limited to sexual orientation, religious belief or disability;
- Conduct that constitutes a criminal offense, whether committed on City premises or elsewhere;
- Insubordination;
- Neglect of Duty;
- Theft;
- Rudeness to or mistreatment of others;
- Open insubordination or rudeness to supervisor;
- Irregular attendance, excessive absenteeism or excessive tardiness;
- Posting or removing bulletin notices without proper authorization;
- Possession of, dispensing, consuming or under the influence of alcohol or narcotics;
- Falsification of documents;
- Fighting and disorderly conduct;
- Dishonesty;
- Persistent wasting of time;
- Gambling;
- Willful damage or defacing of property or facilities;
- Punching the time card of another employee;
- Sleeping on duty;
- Unauthorized possession of weapons;
- Poor work performance;
- Violation of other conditions or procedures specified within this policy manual.

## ***X. PAID AND UNPAID LEAVE TIME***

### **X.1 HOLIDAYS**

Unless otherwise provided in the employee's collective bargaining agreement, the following dates shall be recognized as paid holidays for eligible, regular full time employees:

- New Year's Day
- Martin Luther King's Birthday
- President's Day
- Good Friday
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Thanksgiving Day
- Day after Thanksgiving Day
- Christmas Eve
- Christmas Day

When a holiday falls on a Saturday, the preceding Friday will be taken as the holiday. When a holiday falls on a Sunday, the following Monday will be taken as the holiday.

Employees are required to report to work as scheduled the day before and the day after the holiday to receive holiday pay. Employees will be paid for the holiday if the day before or after is taken as an approved paid leave day.

### **VIII.2 LEAVE DAYS/ VACATION**

Leave days with pay shall be granted to all regular full-time employees under the following schedules:

Employees scheduled on a 37-1/2 hour work week:	<u>Years of Service</u>	<u>Annual Leave Hours</u>
	0-4 years	105 hours
	5-9 years	120 hours
	10-14 years	135 hours
	15-19 years	150 hours
	Over 20 years	225 hours
Employees scheduled on a 40-hour work week:	<u>Years of Service</u>	<u>Annual Leave Hours</u>
	0-4 years	112 hours
	5-9 years	128 hours
	10-14 years	144 hours
	15-19 years	160 hours
	Over 20 years	240 hours

### **Maximum Vacation Accruals:**

Employees scheduled on a 37-1/2 hour work week:

<u>Years of Service</u>	<u>Maximum Allowance Vacation Bank</u>
0-14 years	180 hours
Over 15 years	262-1/2 hours

Employees scheduled on a 40 hour work week:

<u>Years of Service</u>	<u>Maximum Allowance Vacation Bank</u>
0-14 years	192 hours
Over 15 years	280 hours

Any vacation hours that exceed the maximum allowed in the vacation bank must be used prior to the last day of the fiscal year or these hours will be forfeited. There will be no payout of vacation time that is not used.

**Vacation Usage:** An eligible employee may take a vacation at any time following the anniversary date in which the vacation was earned, with approval of Director of the Department, and based on if the employee can be spared from work at that time.

Leave days are earned and usable as the employee progresses through the year. All leave time must be taken in no less than two (2) hour increments, depending on the work schedule of the assigned employee.

Employees must take the vacation time off in order to be eligible to receive vacation pay. In cases where the Department Head denies the vacation request at the time desired based on seasonal need and/or workload, payment may be made in lieu of vacation, with a maximum of one (1) year's accumulation at the end of the vacation year.

**Vacation Requests:** Requests for vacation time off must be made at least thirty (30) days in advance of the start date of the vacation. Vacation requests of less than thirty (30) days may be approved by the Director of the Department. Vacation requests of thirty (30) days or more will be honored on a seniority basis.

Approved Leave Forms must be submitted to the Human Resource Department no later than the last day of the pay period to receive payment for time off.

If an employee is laid off or retired, or terminates employment, the employee will receive any unused vacation credit including that accrued in the current calendar year.

**Pay rate during vacation:** Employees will be paid their current rate based on the regular scheduled day while on vacation, and will continue to receive the credit of any benefits provided by the City.

### **X.3 SICK DAYS**

Each full-time employee eligible for sick leave with pay will receive nine (9) sick days on the first day of each fiscal year (July 1). Sick Leave may be used for absences for any of the following:

- Personal illness, injury or exposure to a contagious disease;
- Absence due to personal illness or injury in the employee's family for whose financial or physical care the employee is principally responsible;
- Service as a pallbearer or attendance at a funeral for up to one (1) day, if prior approval is obtained in writing from the employee's Department Head and/or City Manager;
- Personal appointments with a physician, dentist or other recognized medical or paramedical practitioner;
- Disabling conditions resulting from pregnancy and prior maternity leave without pay.

Sick Leave shall be permitted to be used for authorized personnel to attend functions of the Council or international union, such as conventions or educational conferences of such authorization to accompany the sick leave requests, as outlined in the respective Collective Bargaining Agreement.

**Limitations on use of Sick Leave:**

- May not be used until after six (6) months has been completed successfully;
- May not be used before being accrued;
- May not be used for any absence for which the individual is receiving Workers' Compensation except as otherwise provided, or if the employee is receiving payment of any kind from another employer;
- May not be used while the individual is receiving disability retirement benefits.

Accrued Sick Leave shall be discharged in periods of not less one-half (1/2) day.

Employees on Sick leave continue to earn vacation time until such time that the sick leave bank is exhausted.

**Planned/Scheduled Use of Sick Leave:** Employees who use a sick leave day for an absence which the employee knows about prior to the sick leave day must notify Human Resources prior to the sick leave absence. Employees should inform Human Resources of the need to use sick leave as soon as the employee knows that they will need to use sick leave. Examples of planned or scheduled use of sick leave include, but are not limited to the following: pre-arranged surgery which the employee knows about prior to the sick leave day, routine doctor's appointments, and doctor's appointments which were scheduled prior to the sick leave day.

**Authorization of Sick Leave:** Any employee on Sick Leave must inform the Department Head and provide the reason for leave within the first (1<sup>st</sup>) hour of the scheduled shift. Failure to notify the Department Head and/or provide the reason will be cause for denial of pay for the period of absence.

**Requesting Sick Leave:** A written request for Sick Leave, specifying the reason for the Sick Leave and signed by the employee shall be approved by the Department Head and filed with the Human Resources Department immediately upon the employee's return to work, together with such other substantiating information as the Department Head and/or Human Resources may require. If the employee is on extended Sick Leave, the Department Head shall keep Human Resources informed from week to week regarding the employee's status.



**Request for Documentation:** Medical verification of illness may be required in cases in which the employee is absent for three or more consecutive work days or in case of frequent or patterned usage.

**Payment of Unused Sick Leave:** There shall be no payment of unused Sick Leave upon termination or retirement.

## **X.4 PERSONAL DAY**

At the beginning of the fiscal year (July 1) each employee is credited with one (1) personal day. The personal day may be utilized by the employee as a paid day off for any purpose. Personal day usage must be scheduled in advance with the department head, or in the case of department heads, with the City Manager. As in the cases of leave time usage, off-time requests are considered within the context of operational requirements. The personal day must be used prior to the start of the next fiscal year.

## **X.5 BEREAVEMENT LEAVE**

Employees shall be allowed the following days leave of absence, with pay, as funeral leave not to be deducted from leave days:

Five (5) days for the death of a spouse, child, parent, brother, sister, step-children, step-parents;

Three (3) days for brother-in-law, sister-in-law, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandparents or grandchildren;

One (1) day for the death of an employee's family member not identified in the above classifications.

An employee may use additional days for such leave which will be deducted from leave days. The employer will have discretion to grant additional time for such leave and the exercise of such discretion will not create a precedent.

In order to qualify for Bereavement Leave, the employee must request leave as soon as the need for qualifying bereavement leave is known to the employee. Employees may be requested to furnish satisfactory evidence, which may include a certification of attendance at a funeral signed by the funeral home director, copies of programs from the funeral or memorial service, etc. which would support the leave.

## **X.6 JURY DUTY LEAVE**

Any employee who is called to and reports for jury duty shall be paid by the City for each day not exceeding ninety (90) days partially or wholly spent in performing jury duty or if the employee otherwise would have been scheduled to work for the City. The employee will be paid his/her regular rate of pay for the time on the jury duty. When the employee has completed his/her jury time, he/she will turn the jury pay over to the City, less the payment for mileage. An employee must give the City prior notice that he/she has been summoned for jury duty and must furnish satisfactory evidence that jury duty was performed on the days for which payment is claimed.

Employees required, either by the City of Benton Harbor or any public agency, to appear before a court or such agency on matters related to their work for the City of Benton Harbor shall be granted a leave of absence with pay off the period during which they are so required to be absent from work.

## **X.7 MEDICAL OR DISABILITY LEAVE**

An unpaid leave of absence due to a prolonged illness, accident or other personal reason is sometimes necessary. In the event that an employee has used all paid leave time and is still unable to return to work, the employee may submit a written request to the City Manager requesting an unpaid medical or disability leave.

Unless otherwise required by the Family and Medical Leave Act, the granting of an unpaid leave of absence, especially an extended one, does not guarantee that there will be a position available at the end of the employee's leave. At the conclusion of a leave, every effort will be made to return the employee to the same job or an equivalent one if such a position is available.

## **X.8 MILITARY LEAVE**

The City will grant military leaves of absence as required by law for any full-time employees who are members of the military service. We request that employees notify their supervisor as far in advance as possible of their need to take leave.

Reenlistment or any other voluntary extension of a tour of duty may affect the leave of absence. On return from a military leave of absence, the employee will be reinstated as required by law, subject to the following conditions:

The employee must apply for reinstatement within the time frame provided by the law. Returning employees should contact the Human Resource Department and make it clear that the reinstatement is being requested;

*Note: The City will grant additional grace periods if application for reemployment is impossible or unreasonable. In the case of an injury or illness, the employee is eligible for a grace period of up to two (2) years.*

Employees will be asked to furnish a copy of military orders showing the date of release from duty and a certificate showing satisfactory performance of duty.

If the employee's former job is not available, the City will provide a job of similar status, seniority, and pay. If the employee sustains a service-connected disability that makes it impossible to return to the original job, the City will offer a position the employee can perform that is comparable in pay, rank and seniority.

## **X.9 FAMILY AND MEDICAL LEAVE ACT (FMLA)**

Employees who have been employed for at least twelve (12) months and have worked at least 1250 hours during the 12 month period preceding the start of the leave may be entitled to take a leave of absence under the FMLA for up to 12 weeks in a 12-month period for any of the following reasons:

Birth of a child; Adoption of a child; Child foster care; a serious health condition of a child, spouse or parent; or a serious health condition of the employee.

Qualifying need arising from the fact that employee's spouse, son, daughter, or parent is on active duty (or has been notified of an impending call or order to active duty) in the National Guard or Reserves in support of a contingency operation. The term "qualifying need" is construed in accordance with applicable federal law and regulation. Qualifying needs may include attending certain military events, arranging for alternative childcare,

addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post- deployment reintegration briefings; or

Up to 26 weeks of leave in a single 12-month period may be taken for the following reason:

To care for a service member (a covered service member is a current member of the Armed Forces, including a member of the National Guard or Reserves also including veterans) who is the employee's spouse, daughter, son, parent, or next of kin who is (1) undergoing medical treatment, recuperation, or therapy, (2) is in outpatient status, or (3) is on the temporary disability retired list, for a serious injury or illness suffered in the line of duty;

Under the Caregiver Leave Provision, to care for a veteran that is undergoing medical treatment, recuperation or therapy for serious injury or illness it must have occurred during the five years preceding the date of treatment.

Employees seeking Family Medical Leave must submit a written request for time off to the City of Benton Harbor Human Resources Department at least thirty (30) days in advance, unless the need for the leave is unexpected. In these circumstances, the City requires that an employee give notice to the City as soon as it is practicable under the facts and circumstances of the particular case. It is requested that the notice be put in writing, but verbal notice may be acceptable if an emergency exists.

Employees also must comply with an employer's usual procedures for reporting an absence, unless unusual circumstances prevent this, until the leave of absence is approved. Your supervisor or manager and Human Resources must approve the request for the leave of absence. Family and Medical Leaves will be permitted as required by law.

Medical certification must be provided within 15 days to show cause for the necessity of the leave in cases of a serious health condition. Failure to do so may result in the delay of leave approval, denial of the leave as FMLA-qualifying, and/or corrective action. If the medical certification form is viewed as incomplete or insufficient, the employee has seven (7) calendar days to provide additional information. Employees may be required to provide subsequent recertifications on a periodic basis that their serious health condition still prevents the employee from performing the essential functions of his or her job, or that the employee is still needed to care for a family member with a serious health condition.

All paid time off (including vacation time or other paid personal time) must be used before utilizing unpaid leave, and will be applied concurrently toward the 12 weeks of Family Medical Leave time. If the requesting employee has time in their sick time or PTO bank, the bank must be reduced to a

forty (40) hour minimum as part or all of the leave under this policy. After the expiration or reduction of any paid time off, any entitlement to leave remaining under this policy shall be unpaid for the duration of the leave. Employees participating in a Short Term Disability (STD) plan must coordinate their absence with their benefits representative. Paid time off through the employee's STD plan runs concurrent with the FMLA leave.

Family Medical Leaves may be taken in various increments, depending upon circumstances, as long as the total leave taken does not exceed 12 weeks within a 12 month period. (The 12 month eligibility period is a rolling 12 month period and begins with the first date of the beginning of the leave looking back the previous 12 months.)

If a Family Medical Leave is granted, the Company will continue your health insurance. You will still be responsible for any employee-paid portion of premiums you would normally pay. Tuition assistance will be continued if the employee was actively working when their course began and otherwise met the tuition reimbursement guidelines.

When you return from your leave, you will return to your prior position, or to an equivalent position with equivalent pay consistent with federal law. Some "key" employees are exempt from this provision. An employee taking a leave under this policy which persists beyond the twelve (12) week leave entitlement and which is not properly extended may lose the designation of his or her leave as FMLA-qualifying and the employee may forfeit his or her right to restoration to the same or equivalent position.

The City may require a fitness for duty verification from the employee's physician before returning from a leave. If such a fitness for duty verification is requested by the City and not received, the employee's return to work may be delayed until such verification is provided.

Under certain circumstances, City employees may be able to extend time off for family or medical leaves beyond the twelve (12) working week maximum period provided for in this policy through a conversion to a personal leave of absence. Under a personal leave of absence, employer contributions for benefit retention would not continue and positions would not be guaranteed. The City retains the right to grant or deny such an extension/conversion as FMLA-qualifying at its discretion and in the best interests of the City.

## ***XI. HEALTH AND WELFARE BENEFITS***

### **XI.1 HEALTH INSURANCE**

The City of Benton Harbor provides regular full-time employees with hospitalization and major medical health insurance coverage, in accordance with applicable state and federal laws.

Prescription coverage is included in the health insurance plan. Co-payment and/or deductibles are required for some services as well. The current plan document provides details concerning coverage, policy limitations, restrictions and co-pay amounts. If you are a part of a Collective Bargaining Unit, check your CBA for specific details that will apply to you. The Human Resource Coordinator will provide details of coverage, policy limitations, restrictions and co-pay amounts upon request.

## **XI.2 DENTAL INSURANCE**

The City provides regular full-time employee, their spouses and their minor dependent children with dental insurance coverage. The Human Resource Coordinator will provide details of coverage, policy limitations, restrictions and co-pay amounts upon request.

## **XI.3 PENSION PLAN**

The City maintains pension benefit plans for its employees. Under these plans, each employee, upon vested retirement, received an annual pension amount as determined by final earnings. Contributions are required by employees with percentages varying from employee group to employee group.

## **XI.4 WORKER'S COMPENSATION**

In the event an employee is injured at work, the City participates in a Worker's Compensation Program. Accidents of any kind while on duty, regardless of the severity of the injury, must be reported to the respective department head immediately. This will assure accurate documentation and facilitate the reporting process.

Your failure to follow this procedure may result in the appropriate workers' compensation report NOT being filed in accordance with the law; which may consequently jeopardize your rights to benefits in connection with injury or illness.

## **XI.5 UNEMPLOYMENT COMPENSATION**

The City contributes to the Michigan Employment Security Commission (MESC). Terminated employees are advised to refer questions of benefit eligibility to any office of the MESC.

## **IX.6 SOCIAL SECURITY**

Employees of the City are covered by Social Security, a federally administered plan for supplemental old age pensions and survivor's insurance. A percentage deduction is made from employee's wages according to the Social Security schedule. Questions concerning Social Security benefits and coverage should be directed to any Social Security office.

## **IX.7 CONTINUATION OF HEALTH PLAN COVERAGE (COBRA)**

Under the Consolidated Omnibus Budget Reconciliation Act of 1985, or "COBRA" (Public Law 99-272, Title X), the City of Benton Harbor will offer qualified persons the opportunity for a temporary extension of health coverage (called "continuation coverage") at group rates in certain instances where coverage under the group health plans would otherwise end. Persons eligible to continue coverage under COBRA are known as "qualified beneficiaries," and the events which trigger continuation coverage are known as "qualifying events."

## ***XII. SPECIFIC POLICIES***

### **XII.1 COMPUTER POLICY, INCLUDING INTERNET AND EMAIL**

Internet access is provided to individuals based upon business needs to benefit the Company through connection to worldwide information resources. Employees have a responsibility to maintain and enhance the City's reputation while accessing the Internet by following these guidelines: Employees using Internet access via company hardware and software are representing the City. As such, their conduct should be ethical and lawful at all times. Channels may be accessed for official city business to gain technical or analytical information and to establish business contacts. Internet access should not be used for personal gain or advancement of personal views, for solicitation of non-city business, or result in the disruption of the city network operation or interfere with personal productivity at work.

Employees are responsible for the content of all text, audio, or images they place or send over the Internet. Fraudulent, harassing, or obscene messages are prohibited. All messages on the Internet should be identified with the employee's name. Employees may not obscure the origin of messages and the information published should not violate or infringe upon the rights of others. Abusive, profane or offensive language transmitted through the City system is strictly prohibited.

Employees may not download software without the express acknowledgement and support of management to ensure that proper licenses are obtained and viruses are not transmitted. Employees may not send or upload copyrighted materials, trade secrets, proprietary information, or similar materials to third parties. Employees may not violate the copyright laws in regard to receipt/download of materials available on the Internet by copying and disseminating information, except for purposes falling under the category of "fair use".

All messages created, sent, or retrieved over the Internet or electronic mail are the property of the City and should be considered public information. The City reserves the right to access and monitor all messages and files on the computer system at any time. All communications can be disclosed to law enforcement officials or other third parties without prior consent of the sender or the receiver.

Harassment of any kind is strictly prohibited. Messages with derogatory or inflammatory remarks regarding race, religion, national origin, sex, disability, sexual orientation, or other protected attributes may not be transmitted.

Violations of the Internet Code of Conduct may result in disciplinary action up to and including termination and illegal activities may result in prosecution by legal authorities.

### **XII.2 SOCIAL MEDIA POLICY**

*Social media* includes all means of communicating or posting information or content of any sort on the Internet, including to your own or someone else's web log or blog, journal or diary, personal website, social networking or affinity web site, web bulletin board or a chat room, whether or not associated or

affiliated with the City. Conduct that adversely affects your job performance, the performance of fellow associates or otherwise adversely affects members, customers, suppliers, people who work on behalf of the City or our legitimate business interests may result in corrective action up to and including termination.

Inappropriate postings that may include discriminatory remarks, harassment, and threats of violence or similar inappropriate or unlawful conduct will not be tolerated and may subject you to corrective action up to and including termination, whether the posting was done on city time or not.

### **XII.3 CONFIDENTIAL AND PROPRIETARY INFORMATION**

Employees shall receive or have access to confidential or proprietary information of City of Benton Harbor, its citizens, customers and vendors. This includes financial and other business information relating to products, services, systems, processes, customers, prospects and the like ("Confidential Information").

Employees are expected to maintain the Confidential Information they receive or have access to in the strictest of confidence and may not disclose such information to any person not authorized to receive it or use it in a manner not authorized by the City. The obligation to maintain the confidentiality of City matters and of the matters of City employees, citizens and customers, is a condition of employment. The responsibility for not disclosing Confidential Information received during the course of employment continues after employment ends with the City of Benton Harbor. Records relating to the City of Benton Harbor, worksite co-employers, employees, or customers/citizens' activities and transactions may not be altered, changed, amended, removed, mutilated, or destroyed without prior authorization.

Should a breach of confidentiality occur for any reason, it is the obligation of any employee aware of such breach to notify his or her immediate supervisor or another appropriate person within the City of Benton Harbor verbally as well as in writing as soon as possible.

**Innovations, Inventions, Patents and Grants** – The City of Benton Harbor shall own and employees shall assign all innovations, inventions, improvements, marks, grants and designs (all referred to as "Intellectual Property") suggested by an activity which employees may do for or on behalf of the City of Benton Harbor, related to the City's business, or developed during the hours of employment with the City of Benton Harbor or using any of the City of Benton Harbor facilities, trade secrets or resources.

- Employees shall make and maintain written records only on and promptly and fully disclose to the City of Benton Harbor all such Intellectual Property. During and after termination of employment, employees shall perform all acts useful or necessary to assist the City of Benton Harbor, as it may elect, to file patent, design, mark, and copyright applications in the United States and foreign countries to protect or maintain rights in the Intellectual Property. Employees may seek to obtain written approval from the City of Benton Harbor to develop and market such Intellectual Property, but in no event shall an employee develop and/or market such Intellectual Property without written consent to do so by the City of Benton Harbor.

**Media Contact** – Under no circumstances is information about the City to be given to the media (including but not limited to, the Confidential Information, including public appearances, speeches or statements, in person, over the phone, through broadcast or printed material) without the express authorization by the City of Benton Harbor. The media includes reporters, journalist, telemarketers and photographers. In the event the media makes contact with an employee, the employee should request the name, phone number and the organization represented so that an official of the City can return the contact. This information is to be given to an Official of the City of Benton Harbor immediately.

**Disclosure of Information:** The City of Benton Harbor prohibits unlawful disclosure of ADAAA, MPDCRA and medical related information, except as authorized by those laws. Strict confidentiality is required and disclosure will be limited to essential personnel only. The City may disclose that an accommodation was made but will not disclose the nature or extent of the disability. All medical information will be kept in separate, confidential files.

All information pertaining to employees, clients, vendors, citizens and the business of the City of Benton Harbor is confidential and is not to be discussed or disclosed to outside individuals or companies for any reason, or discussed or disclosed to any other employee who is not directly involved or in a position of a need to know. This confidential information includes, but is not limited to:

- Personnel files, including employee medical information.
- Customer, vendor or citizen lists or databases, including names and addresses.
- Any financial information, including budgeting, contract, and costs.
- Any medical or financial information pertaining to any employee, contractor, or individual associated with the City of Benton Harbor.
- Any other proprietary information whether communicated orally or in documentary, computerized or other tangible form, concerning the business and/or operations of the City.

Employees of City of Benton Harbor are expected to maintain confidentiality in regards to transactions/processes involving the handling of cash and payments, personnel files, medical information, personal identifiable information, or confidential matters pertaining to City of Benton Harbor. Employees should ensure that any materials containing confidential or proprietary information are filed and/or locked up before leaving their work areas each day. During the workday, employees should not leave any information lying about or unguarded.

## **XII.4 SOCIAL SECURITY PRIVACY POLICY**

The City of Benton Harbor utilizes policies and procedures to maintain the privacy of employee information on social security numbers of employees.

### **Access to Social Security Numbers**



The City restricts access to information or documents containing social security numbers to employees who have a legitimate business reason to access such information or documents. Unit supervisors/unit administrators are responsible for implementing this restriction through appropriate unit training and oversight procedures.

### **Prohibited Disclosures**

Employees shall maintain the confidentiality of City information and documents containing social security numbers and shall not do any of the following with the social security number of an employee or other individual:

1. Publicly display the social security number.
2. Use the social security number as an individual's primary account number unless that use has been approved by the City Manager.
3. Visibly print the social security number on any identification badge, membership card, permit, or license.
4. Mail a document containing an individual's social security number unless it falls within one of the following exceptions:
  - State or federal law, rule, regulation, or court order or rule authorizes, permits, or requires that the social security number appear in the document.
  - The document is sent as part of an application or enrollment process initiated by the individual.
  - The document is sent to establish, confirm the status of, service, amend, or terminate an account, contract, policy, or employee or health insurance benefit, or to confirm the accuracy of a social security number of an individual who has an account, contract, policy, or employee or health insurance benefit.
  - The document is mailed in connection with an ongoing administrative use to do any of the following:
    - Verify an individual's identity, identify an individual, or accomplish another similar administrative purpose related to an existing or proposed account, transaction, product, service, or employment.
    - Investigate an individual's claim, credit, criminal, or driving history.
    - Detect, prevent, or deter identity theft or another crime.
    - Lawfully pursue or enforce the City's legal rights.
    - Provide or administer employee or health insurance benefits, claims, or retirement programs.

- The document is mailed by or at the request of the individual whose social security number appears in the document or at the request of his/her parent or legal guardian.
  - The document is mailed in a manner or for a purpose consistent with the federal Gramm-Leach-Bliley Act (GLB), federal Health Insurance Portability and Accountability Act (HIPAA), or the Michigan Insurance Code of 1956.
  - Other exceptions approved by the City Manager.
5. Require an individual to transmit his/her social security number over the Internet or a computer system or network unless the connection is secure, or the transmission is encrypted.
  6. Require an individual to use or transmit his/her social security number to gain access to an internet website or a computer system or network unless the connection is secure, or the transmission is encrypted.
  7. Mail any document containing a social security number that is visible on or from outside the envelope or packaging for the document.

#### **Authorized Uses**

This Policy does not prohibit the use of social security numbers where the use is authorized or required by state or federal statute, rule, regulation, or court order or rule, or pursuant to legal discovery or process.

This Policy also does not prohibit the use of social security numbers by the Police Department for criminal investigation purposes or the provision of social security numbers to a Title IV-D agency (child support/support orders), law enforcement agency, court, or prosecutor as part of a criminal investigation or prosecution.

#### **Disposal of Social Security Numbers**

Documents that contain social security numbers shall be properly destroyed when those documents no longer need to be retained pursuant to City document retention policies. Paper documents containing social security numbers should be shredded. Electronic documents containing social security numbers should be destroyed in a manner consistent with security.

#### **Violations**

Violations of this Policy may result in disciplinary action, up to and including termination of employment. Individuals who violate this Policy may also be subject to the civil and criminal penalties provided for in the Michigan Social Security Number Privacy Act.



## ACKNOWLEDGEMENTS

### Employee Handbook Acknowledgment and Receipt

**I have received my copy of the Employee Handbook.** This handbook describes important information about the City. I understand that I should consult my supervisor regarding any questions not answered in the handbook. I have entered into my employment relationship with the City voluntarily and acknowledge that there is no specified length of employment. **Accordingly, unless otherwise specified in a Collective Bargaining Agreement that I am subject to, either I or the City can terminate the relationship at will, with or without cause, at any time, so long as there is no violation of applicable federal or state law.**

I understand and agree that, other than City Manager, no manager, supervisor or representative of the City has any authority to enter into any agreement for employment other than at will; only the City Manager has the authority to make any such agreement and then only in writing signed by the City Manager.

This handbook and the policies and procedures contained herein supersede any and all prior practices, oral or written representations, or statements regarding the terms and conditions of my employment with the City. By distributing this handbook, the company expressly revokes any and all previous policies and procedures that are inconsistent with those contained herein.

I understand that, except for employment-at-will status, any and all policies and practices may be changed at any time and the City reserves the right to change my hours, wages and working conditions at any time. All such changes will be communicated through official notices, and I understand that revised information may supersede, modify or eliminate existing policies.

**I understand and agree that nothing in the Employee Handbook creates, or is intended to create, a promise or representation of continued employment and that employment at the City is employment at will, which may be terminated at the will of either the City or myself. I acknowledge that this handbook is neither a contract of employment nor a legal document.** I understand and agree that employment and compensation may be terminated with or without cause and with or without notice at any time by the City or myself.

I have received the handbook, and I understand that it is my responsibility to read and comply with the policies contained in this handbook and any revisions made to it.

---

Employee's signature

Date

---

Printed name

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I understand and agree that, other than City Manager, no manager, supervisor or representative of the City has any authority to enter into any agreement for employment other than at will; only the City Manager has the authority to make any such agreement and then only in writing signed by the City Manager.

This handbook and the policies and procedures contained herein supersede any and all prior practices, oral or written representations, or statements regarding the terms and conditions of my employment with the City. By distributing this handbook, the company expressly revokes any and all previous policies and procedures that are inconsistent with those contained herein.

I understand that, except for employment-at-will status, any and all policies and practices may be changed at any time and the City reserves the right to change my hours, wages and working conditions at any time. All such changes will be communicated through official notices, and I understand that revised information may supersede, modify or eliminate existing policies.

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I have received the handbook, and I understand that it is my responsibility to read and comply with the policies contained in this handbook and any revisions made to it.

---

Employee's signature

Date

---

Printed name

**EMPLOYEE'S COPY**

**ADDENDUM A  
AGREEMENT TO ARBITRATE AND ABBREVIATED  
STATUTE OF LIMITATIONS**

**READ THIS AGREEMENT CAREFULLY. IT AFFECTS YOUR RIGHTS AS AN  
EMPLOYEE OF THE CITY OF BENTON HARBOR**

I understand and agree that any claims or disputes asserting legal rights I have or may have with respect to or arising out of my employment with the company, including but not limited to claims or disputes involving pay, benefits, work rules, discipline, termination, or other employment matters shall be subject to arbitration between the City of Benton Harbor ("City") and me at the company's headquarters. This agreement also applies to claims against any employees, directors, officers or representatives of the company. I voluntarily give up the right to a judicial (court) forum. The only claims not subject to arbitration are those pertaining to workers' compensation laws or unemployment compensation laws or the Employee Retirement Security Act of 1974. I understand that I shall have the right to review this arbitration agreement with legal counsel before signing it, at my own expense, should I wish and that I have the right to an attorney in any arbitration. The arbitration process shall be conducted in accordance with the mandates of the Federal Arbitration Act and rules of the American Arbitration Association, with the stipulation that there shall be only one arbitrator to be jointly chosen in the following manner:

\* The City shall provide a list of five possible arbitrators who are approved by the American Arbitration Association and are independent of the City

\* Employee shall strike two of the five possible arbitrators

\* The City shall strike two of the remaining three arbitrators

The arbitration award shall be final and binding on both the employer and the employee. The employer shall pay the costs of the arbitrator and court reporter. Any claim for punitive or exemplary damages shall not be awarded by the arbitrator except where specifically provided by statute. This agreement shall be construed as broadly as possible and any claims which I may have against the company or its representatives arising from the employment relationship, including the question of arbitrability and discrimination or other claims under federal or state law, shall be conclusively decided by binding arbitration in the State of Michigan. I understand that binding arbitration is an expressed condition precedent to my employment with the company and that if I do not wish this provision to bind me as an employee, I am not eligible for employment with the company. Nothing required or provided by this agreement shall govern an employee's right to independent government reporting of claims. This arbitration agreement is irrevocable.

**SHORTENED TIME TO BRING A SUIT OR CLAIM**

Employee also agrees to a shortened time to bring any suit or arising out of the employment (except workers' compensation or unemployment benefits) of 180 days from the date of the action complained of. In the event 180 days is found by a court of competent jurisdiction to be unenforceable on some or all of the claims made, Employee agrees to the shorter of the actual statute of limitations or 360 days from the date of the action complained of.

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Employee Signature

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Ellis Mitchell,  
City Manager, City of Benton Harbor

---

Employee Name

---

Date

---

Date

**TO BE PLACED IN THE EMPLOYEE'S PERSONNEL FILE**

**ADDENDUM A**  
**AGREEMENT TO ARBITRATE AND ABBREVIATED**  
**STATUTE OF LIMITATIONS**

**READ THIS AGREEMENT CAREFULLY. IT AFFECTS YOUR RIGHTS AS AN  
EMPLOYEE OF THE CITY OF BENTON HARBOR**

I understand and agree that any claims or disputes asserting legal rights I have or may have with respect to or arising out of my employment with the company, including but not limited to claims or disputes involving pay, benefits, work rules, discipline, termination, or other employment matters shall be subject to arbitration between the City of Benton Harbor ("City") and me at the company's headquarters. This agreement also applies to claims against any employees, directors, officers or representatives of the company. I voluntarily give up the right to a judicial (court) forum. The only claims not subject to arbitration are those pertaining to workers' compensation laws or unemployment compensation laws or the Employee Retirement Security Act of 1974. I understand that I shall have the right to review this arbitration agreement with legal counsel before signing it, at my own expense, should I wish and that I have the right to an attorney in any arbitration. The arbitration process shall be conducted in accordance with the mandates of the Federal Arbitration Act and rules of the American Arbitration Association, with the stipulation that there shall be only one arbitrator to be jointly chosen in the following manner:

- \* The City shall provide a list of five possible arbitrators who are approved by the American Arbitration Association and are independent of the City
- \* Employee shall strike two of the five possible arbitrators
- \* The City shall strike two of the remaining three arbitrators

The arbitration award shall be final and binding on both the employer and the employee. The employer shall pay the costs of the arbitrator and court reporter. Any claim for punitive or exemplary damages shall not be awarded by the arbitrator except where specifically provided by statute. This agreement shall be construed as broadly as possible and any claims which I may have against the company or its representatives arising from the employment relationship, including the question of arbitrability and discrimination or other claims under federal or state law, shall be conclusively decided by binding arbitration in the State of Michigan. I understand that binding arbitration is an expressed condition precedent to my employment with the company and that if I do not wish this provision to bind me as an employee, I am not eligible for employment with the company. Nothing required or provided by this agreement shall govern an employee's right to independent government reporting of claims. This arbitration agreement is irrevocable.



## **SHORTENED TIME TO BRING A SUIT OR CLAIM**

Employee also agrees to a shortened time to bring any suit or arising out of the employment (except workers' compensation or unemployment benefits) of 180 days from the date of the action complained of. In the event 180 days is found by a court of competent jurisdiction to be unenforceable on some or all of the claims made, Employee agrees to the shorter of the actual statute of limitations or 360 days from the date of the action complained of.

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Employee Signature

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Ellis Mitchell,  
City Manager, City of Benton Harbor

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Employee Name

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Date

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Date

**EMPLOYEE'S COPY**

## **CITY OF BENTON HARBOR ACCEPTABLE USE POLICY**

The City of Benton Harbor is committed to providing employees with the business tools necessary to encourage efficiency in job performance to best serve the citizens of Benton Harbor. It is the general policy of the City of Benton Harbor ("City") that Information Technology Resources are to be used in a responsible, efficient, ethical and legal manner.

This policy shall govern the use of City computer systems, e-mail and access to and use of publically-acceptable computer networks such as the internet. As a condition of using the network, users must confirm their understanding of the general policy and guidelines by returning a signed copy to their Supervisor for placement in their personnel file.

The City Manager is responsible for the implementation and enforcement of this policy and may designate City personnel and technical consultants to manage the City's computer resources.

### **General Use:**

- Use of any computer resources owned, leased or operated by the City of Benton Harbor is limited to current City employees, elected officials and others serving in an official capacity with the City.
- Computers, networks, and computing facilities are provided for the performance of assigned duties.
- Incidental personal use of City computers is permitted as long as such use does not interfere with the employee's job performance, with the system operations or other system users. "Incidental personal use" is defined as use by an individual employee for occasional personal communications. Employees are reminded that such personal use must comply with this policy and all other applicable policies, procedures, and rules. Official City business always takes precedence over personal use.
- No hardware or software may be installed on any City computer system without the written recommendation of Information Technology (IT) Services.
- The unlawful copying or use of any copyright protected software is prohibited.

### **Network Security:**

- All employees are expected to maintain the safety and security of the City's network and resources at all times when using the Internet.
- All user passwords are strictly confidential. In order to ensure individual accountability for system usage, security and integrity, employees shall only log on to the system using their owned username and password.
- No employee shall permit any unauthorized person to gain access to the City's computer network system.
- Where individual workstations are shared by employees, each user must log off when leaving their workstation area.

## Internet Use:

All use of the Internet via City resources must comply with all applicable laws and policies, including federal, state and local laws, in addition to City policies.

Access to the Internet is provided as a business tool to assist employees and officials in performing their duties on behalf of the City of Benton Harbor. Accordingly, Internet access shall not disrupt or interfere with the work of other network users, or adversely affect the operation of the Internet or the City's own internal network.

Individual users must be aware of and at all times attempt to prevent any misuse or abuse of City policies to avoid potential City liability in their use of the Internet.

Prohibited uses of the Internet shall include, but are not limited to, the following:

- **Commercial use:** any commercial use or use of the Internet for personal gain is prohibited.
- **Copyright violations:** any use of the Internet that violates copyright laws is prohibited and is the sole responsibility of the user.
- **Solicitation:** the purchase or sale of personal items through advertising on the internet is prohibited.
- **Harassment:** the use of the internet to harass others is prohibited.
- **Political:** the use of the Internet for political purposes is prohibited.
- **Aliases:** the use of aliases while using the internet is prohibited as are anonymous messages. Misrepresentation of an employee's job title, job description or position in the City is prohibited.
- **Misinformation/ Confidential Information:** the release of untrue, distorted, proprietary or confidential information regarding City business is prohibited.
- **Union Business:** use of the Internet to conduct or promote union activities is prohibited except where permitted by work agreement or contract or applicable law.
- **Viewing/downloading of non-business information:** the accessing, viewing, downloading or any other method for retrieving non-City related information is prohibited. This includes, but is not limited to, entertainment sites, on-line shopping sites, or pornographic sites.

Resources that are not used for a clear City purpose must not be downloaded.

Any software or files downloaded via the Internet into the City of Benton Harbor network become the property of the City. Employees must obtain permission from IT Services before downloading any licensed or copyrighted software or files.

## E-Mail Use

The above Internet Use Policy is also applicable to the use of electronic mail (email).

It is the policy of the City of Benton Harbor to encourage use of the email system as a method of increasing employee productivity and improving the overall capabilities of the City to serve its citizens. Generally, email should be used only for legitimate City business; however, brief and occasional email messages of a personal nature may be sent and received with the understanding that:

- Personal use of email is a privilege, not a right. As such, the privilege may be revoked at any time and for any reason. Abuse of the privilege may result in appropriate disciplinary action up to and including termination;
- Employees need to keep in mind that all email can be recorded and stored along with the source and destination;
- Employees should not subscribe to mailing lists or mail services strictly for personal use;
- Personal email should not cause the City to incur a direct cost in addition to the general overhead of email. Consequently, employees, upon receiving personal email, should read it and delete it.

All email composed, sent or received on the electronic mail system is City property and is not considered private information.

Electronic mail may constitute a public record under certain circumstances and may be accessible or obtainable by individuals, agencies and others under the Freedom of Information Act, and may be subject to state law and City policy pertaining to record retention and destruction.

Employees are accountable for the responsible use of electronic communications just as they are for other conduct and written and verbal communications in the workplace. Accordingly, use of the electronic mail system is restricted as follows:

- The email system is not to be used to create, send or copy any offensive, harassing or disruptive messages. Among these which are considered offensive are any messages which contain information or language that would violate the City's workplace harassment policy.
- The email system is not to be used to send, receive or download copyrighted materials, proprietary financial information, or similar materials without prior written authorization.
- Communications that would be inappropriate under other City policies or union agreements are equally unacceptable if delivered by electronic communication. Inappropriate communications may include, but are not limited to, harassing or discriminatory comments, breaches of confidentiality, and insubordinate statements.
- Confidential and sensitive information, such as performance reviews, disciplinary or corrective actions, attorney-client privileged information, personal information and health or medical information, shall not be communicated by email.
- The electronic mail system **may not be used to solicit or advance** commercial ventures, religious or political causes, outside organization or other non-job related solicitations.

### **Monitoring and Enforcement:**

Use of the City of Benton Harbor's computer equipment and computer network, including electronic mail and Internet access, **may be monitored and recorded** at the discretion of the City Manager. Anyone using the City's equipment and network consents to such monitoring and is advised that if monitoring reveals possible evidence of employee misconduct, such evidence will be turned over to City and law enforcement officials.

Individuals are not guaranteed privacy while using the City's computer equipment and network and should not expect privacy. To the extent that employees wish that their private activities remain private, they should refrain from using the City's computer equipment and network. The City reserved the right to inspect all files stored in private areas of the network in order to assure compliance with this policy.

The City of Benton Harbor expects all employees to comply fully with this policy. Any employee found to have violated the Computer, Internet, Email Acceptable Use Policy will be subject to disciplinary action up to and including termination on the same basis which would apply to misuse or misappropriation of any other City property or for violations of other City policies.

### **ACKNOWLEDGEMENT City of Benton Harbor Acceptable Use Policy Computer, Internet, Email**

I hereby acknowledge that I have received and read the above City of Benton Harbor Computer, Internet, Email Acceptable Use Policy, that I understand the policy and that I will comply fully with it.

Signature\_\_\_\_\_

Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Department: \_\_\_\_\_

City of Benton Harbor Representative:

\_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

## Authorization to Conduct Background Checks

I understand that it is The City of Benton Harbor's ("City") policy to conduct pre-employment background checks on all applicants who accept an offer of employment.

I understand that background checks may include verification of any information on my resume or application form, criminal background checks, driving records and credit reports.

I understand that all offers of employment are conditioned on receipt of a background check report that is acceptable to the City. All background checks are conducted in conformity with the Federal Fair Credit Reporting Act, the Americans with Disabilities Act, and state and federal privacy and antidiscrimination laws. Reports are kept confidential and are only viewed by individuals involved in the hiring process.

I understand that if information obtained in a background check would lead the City to deny employment, a copy of the report will be provided to me, and I will have the opportunity to dispute the report's accuracy. Background checks may include a criminal record check, although a criminal conviction does not automatically bar an applicant from employment.

I understand that the City also reserves the right to conduct a background check for current employees to determine eligibility for promotion or reassignment in the same manner as described above.

I authorize the City and its officers, agents, employees, HR consultants, directors, and elected officials ("Protected Parties") to obtain information concerning my background and/or references including but not limited to criminal history, credit history, motor vehicle driving history, employment history and residence history and hereby releases the Protected Parties from any liability, claims or demands against any or all of them.

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Employee's signature

Date

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Printed name

**TO BE PLACED IN THE EMPLOYEE'S PERSONNEL FILE**

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Employee's signature

Date

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Printed name

**EMPLOYEE'S COPY**