

**AGREEMENT**

**Between**

**THE CITY OF MIDLAND**

**and**

**MIDLAND MUNICIPAL EMPLOYEES ASSOCIATION**

**Effective July 1, 2017**

**to**

**June 30, 2020**

## TABLE OF CONTENTS

AGREEMENT.....	5
ARTICLE 1 – RECOGNITION.....	6
Sec. 1. Recognition – City.....	6
Sec. 2. Recognition – Association.....	6
ARTICLE 2 – PERSONNEL RULES.....	7
Sec. 1. Introduction.....	7
Sec. 2. Evaluation of Personnel.....	7
Sec. 3. Probationary Appointment.....	8
a. Probation for Promotion.....	8
b. New Hire.....	9
Sec. 4. Assignments.....	10
a. Departmental Assignment.....	10
b. Organizational Reassignment.....	10
c. Demotion.....	10
Sec. 5. Filling of Vacancies.....	10
a. Definitions.....	10
b. Vacancy.....	11
c. Reinstatement.....	11
d. Promotion.....	11
e. Open Competitive.....	13
Sec. 6. Temporary Work Assignments.....	13
ARTICLE 3 – COMPENSATION.....	15
Sec. 1. Scope.....	15
Sec. 2. Base Rate.....	15
Sec. 3. Rate Progression.....	15
Sec. 4. Working Out of Class.....	15
Sec. 5. Pay Policies for Status Changes.....	16
a. New Appointments.....	16
b. Promotions.....	16
c. Reclassification.....	16
d. Demotions.....	16
Sec. 6. Certificate Bonus.....	16
Sec. 7. Volunteer Training Benefits.....	17
Sec. 8. Longevity Pay.....	18
Sec. 9. Direct Deposit.....	18
ARTICLE 4 – JOB EVALUATION.....	19
Sec. 1. Job Descriptions.....	19
Sec. 2. Evaluation System.....	19
Sec. 3. Reclassification.....	19

ARTICLE 5 – WORKWEEK AND HOURS OF WORK.....	21
Sec. 1. Workweek.....	21
Sec. 2. Work Day Scheduling.....	21
Sec. 3. Rest Periods.....	21
Sec. 4. Act of God.....	22
Sec. 5. Meal Periods.....	22
Sec. 6. Call-In.....	22
Sec. 7. Show-up Time.....	22
Sec. 8. Shift Premium.....	22
Sec. 9. Odd Schedule.....	22
Sec. 10. Overtime.....	23
Sec. 11. On-Call.....	24
Sec. 12. Residency.....	24
Sec. 13. Voluntary Shift Trade.....	24
ARTICLE 6 – HOLIDAYS.....	25
Sec. 1. Holidays and Holiday Pay.....	25
Sec. 2. Holidays – Weekends.....	25
Sec. 3. Holidays – Odd Schedule.....	25
Sec. 4. Odd Schedule Easter Premium.....	25
Sec. 5. Part-Time, Day after Thanksgiving, Christmas Eve.....	26
ARTICLE 6A – PART-TIME BENEFITS.....	27
Sec. 1. In-Lieu of Benefits Pay.....	27
ARTICLE 7 – LEAVES OF ABSENCE.....	28
Sec. 1. Leaves – Generally.....	28
Sec. 2. Vacation Leave.....	29
Sec. 3. Personal Leave.....	30
Sec. 4. Sick Leave with Pay.....	30
Sec. 5. Sick Leave Utilization.....	32
Sec. 6. Funeral Leave.....	34
Sec. 7. Parental Leave.....	35
Sec. 8. Military Leave.....	36
Sec. 9. Special Leave.....	37
Sec. 10. Leaves of Absence Without Pay.....	37

ARTICLE 8 – GRIEVANCE PROCEDURE.....	40
Sec. 1. Union/Administration Meetings.....	40
Sec. 2. General Provisions.....	40
Sec. 3. Grievance Procedure.....	41
Step One.....	41
Step Two.....	41
Step Three.....	41
Step Four.....	42
Step Five.....	42
a. Arbitration by the American Arbitration Association.....	42
b. Arbitration by other than the American Arbitration Association.....	43
c. General Condition of Appeals to Arbitration.....	43
 ARTICLE 9 – EMPLOYEE LAYOFF, TERMINATION OR SUSPENSION....	44
Sec. 1. Layoff.....	44
Sec. 2. Resignation.....	45
Sec. 3. Disciplinary Actions.....	46
Sec. 4. Suspension and Discharge.....	46
Sec. 5. Disciplinary Action Removal.....	47
Sec. 6. Ban on Rehire.....	47
Sec. 7. Outside Employment.....	47
 ARTICLE 10 – INSURANCE.....	48
Sec. 1. General.....	48
Sec. 2. Life Insurance.....	48
a. Amounts of Life Insurance.....	48
b. Duration.....	48
Sec. 3. Health Insurance.....	48
a. All Full-Time Employees.....	48
b. Prescription Drug Coverage.....	49
c. Annual Buy-Out.....	49
d. Duration.....	49
e. Retirees.....	50
f. Divorce.....	51
g. Deferred Retirement.....	51
h. Disabled Employees.....	51
i. Death Due to Duty Injury.....	51
j. Non-Duty Injury Resulting in Death.....	51
k. Definition of Dependent.....	52
l. Medicare Requirement.....	52

ARTICLE 11 – ASSOCIATION ACTIVITIES.....	53
Sec. 1. Officers and Representatives.....	53
Sec. 2. Use of City Facilities and Equipment.....	53
ARTICLE 12 – DUES/SERVICE FEE DEDUCTION.....	54
Sec. 1. Dues or Service Fee Deduction.....	54
ARTICLE 13 – NO STRIKE-NO LOCKOUT.....	56
Sec. 1. Work Stoppages.....	56
a. Right to Discipline.....	56
Sec. 2. Work by Employees.....	56
ARTICLE 14 – RETIREMENT.....	57
ARTICLE 15 – MANAGEMENT RIGHTS.....	59
ARTICLE 16 – SAVINGS.....	60
ARTICLE 17 – DURATION.....	61
ARTICLE 18 – MISCELLANEOUS .....	62
WAGE ADDENDUM.....	63
PAY RANGE ASSIGNMENT.....	64
INDEX.....	66
SIGNATURE PAGE.....	69

## AGREEMENT

### MMEA

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

ARTICLE 1  
RECOGNITION

1. Recognition - City.

- a. The City recognizes the Association as the sole and exclusive collective bargaining agent in respect to compensation, hours, and other working conditions for employees in positions covered by this agreement and referenced in the Pay Range Assignments section of the contract, and any additional positions with a community of interest created by the City.
- b. A confidential employee is an employee who assists and acts in a capacity to persons who formulate, determine, and effectuate management policies in the field of labor relations. Those positions which would otherwise be considered part of this Agreement but which have been designated as confidential are as follows:

Legal Secretary/Attorney Office  
Administrative Secretary/City Manager's Office  
Asst. Admin. Secretary/City Manager's Office  
Office Professional/Human Resources Department  
Human Resources Technician/Human Resources Department

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

## ARTICLE 2

### PERSONNEL RULES

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

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

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

2. Evaluation of Personnel.
  - a. The City shall prepare and maintain a uniform system whereby each employee shall be evaluated during their employment with the City. The evaluation shall be a part of the procedure having to do with promotions, demotions, transfers, salary increases and decreases, separation from service, and other personnel status changes. New hires shall be given a copy of the evaluation form and a copy of their job description and any other relevant data considered necessary by their department head and/or immediate supervisor, so they will be aware of the position requirements and evaluation criteria. Any current employee may request at any time to have said referenced items. Changes made by the City in the performance evaluation form or job description shall be provided to all affected employees. The City shall be responsible for developing performance evaluation forms. The City shall consult with the MMEA President regarding the revised performance evaluation form. Should the MMEA President provide a written request to meet with City representatives within 10 working days of receipt of the revised form, the City and the MMEA shall have up to



30 calendar days to agree on all outstanding issues pertaining to the revised form. Should the parties fail to agree on all issues, the parties will select a mutually agreed upon third party conflict resolution professional to reach agreement on the unresolved issues. In the event the parties cannot agree, the City HR Department will move forward with implementing the performance evaluation form while utilizing the MMEA concerns to the best of their ability.

- b. All employees shall be evaluated by their department head and/or immediate supervisor at least once per year. The annual evaluation will be conducted at management's discretion and usually within thirty (30) days of the employee's anniversary date in the current position. See section 3(b) for probationary employee performance evaluations.

If at any time it is determined an employee should be on a performance improvement plan, the Supervisor will evaluate the employee on a reasonable schedule.

- c. All evaluations shall indicate the evaluator's observations of the employee's particular strengths and weaknesses. Whenever a weakness is noted, the evaluator will indicate ways in which the employee may improve and what form of help the employee could expect from the evaluator. Subsequent evaluations must rate the progress or lack of progress of previously noted weaknesses.
- d. The City shall instruct and train evaluators in the importance of the rating as a face to face, meaningful communications tool and as an endeavor to promote greater uniformity and standardization of the rating process.

### 3. Probationary Appointment.

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

A promoted employee who is rejected during his/her probationary period shall have the right to resume the position from which he/she was promoted unless that position has been abolished. In such case, the layoff procedure as provided in Article 9, Section 1 of this Agreement shall apply. This procedure shall also apply to

an employee who has elected to apply for a position in a lower pay grade and is rejected during the probationary period.

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

Employees serving any probationary period (promotion or new hire) may test for an open position (promotional or open competitive) only once per probationary period. If the employee successfully completes the probationary period, the employee's name will be entered on the eligible register.

b. New Hire.

- (1) New hires shall have a six (6) month probationary period. This period may be extended for a longer period in unusual cases, at the discretion of the department head and with the approval of the Director of Human Resources and the Association. A new hire may be released during his/her probationary period with the recommendation of the department head and the approval of the Director of Human Resources. The City shall decide the ability of the probationary employee to meet all of the job criteria. Probationary employees shall have recourse to the grievance and arbitration process only for matters concerning wages, hours and working conditions, but not concerning employee performance, discipline, dismissal, or any other provision of this collective bargaining agreement.
- (2) New hires who do not complete the probationary period for any reason except because of a layoff, but are reappointed to any position covered by this agreement, shall serve a full six (6) month probationary period. The probationary period shall not include any time served by an employee under temporary or emergency appointments. A probationary employee who is laid off does not have bumping rights under Article 9.

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

4. Assignments. The following assignments may be initiated by the Department Head and are at the sole discretion of the City, unless otherwise stated:
  - a. Departmental Assignment. An assignment or intra-departmental re-assignment from any position within a job title to another position with the same job title may be made at the discretion of the Department Head. Job titles are outlined in the "Pay Range Assignments" chart in the Wage Addendum.
  - b. Organizational Reassignment. The relocation of an employee from a position within a job title to another position with the same job title and at the same rate of compensation in another department shall be called an organizational reassignment and may be made only with the consent of the department heads involved, the Director of Human Resources and the employee concerned.
  - c. Demotion. An involuntary transfer to a position in a lower pay grade shall be deemed a demotion, and the procedure applicable to demotions, as provided herein shall apply. Any employee may be demoted as a result of the layoff process or for disciplinary reasons. In addition, an employee may choose to accept a lower level position.
  
5. Filling Vacancies.
  - a. Definitions.
    - (1) "Eligible" means any person whose name is on a "Re-employment Register" or "Eligible Register" for a given job title.
    - (2) "Eligible register" signifies a list of names of persons who have been found qualified, through suitable tests, for employment in positions within a specific job title, arranged in the order of test performance. Testing may be waived as permitted and applicable below.
    - (3) "Re-employment register" means a list of employees who have been separated from City service and who are entitled to be certified to department heads when vacancies in the pay grade for which they are qualified are to be filled. Employees on such a list will be placed ahead of those who are on the "Eligible Register". Names will be arranged in the order provided in this agreement.
    - (4) "Promotion" signifies a transfer made from a lower pay grade to a higher pay grade involving an increase in responsibility, a change in job title, and the application of a higher salary scale.

(5) "Open competitive" signifies the process of developing an "Eligible Register" of persons who qualify for City employment and are typically not City employees. A person employed by the City through the "Open Competitive" process shall be considered a new hire until completion of the probationary period.

(6) "Voluntary Transfer" is the process by which an employee applies for a transfer to a position of the same job title in a different department within the City. Job titles are outlined in the "Pay Range Assignments" chart in the Wage Addendum.

- b. Vacancy. The Director of Human Resources shall determine if a vacancy is to be filled.
- c. Reinstatement. If a vacancy can be filled by reinstatement, the appointing officer shall appoint a person from the re-employment register. The layoff and re-instatement process is outlined in Article 9. If not filled by reinstatement, the position shall first be filled through the voluntary transfer/promotion process and if no viable candidate is promoted, it will be filled by the open competitive process.

d. Promotion. All promotional jobs are posted for internal candidates.

(1) A "Notice of Vacancy" will be posted for one week, stating the pay range assignment and the department in which the job exists. This posting will be for transfers, promotions, and, at the discretion of the Director of Human Resources, open competitive applicants. If there are Five or more names, they will be sent to the department head for consideration. Vacancies will be considered in the following order: (1) voluntary transfers, (2) promotions, (3) open competitive.

(2) When establishing a register with less than five voluntary transfers, the transfers will be listed first. The list will be supplemented with the eligible register on file and these will be sent to the department head for consideration.

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

The City agrees to utilize to the maximum extent possible the skills and talents of its employees. All positions to be filled through promotion shall be filled through written and/or oral and/or performance examinations as

determined by the Director of Human Resources or designee, except as provided below. Employees must receive the minimum passing score in each examination, if applicable. The names will be arranged in the order of the highest scores, as determined by the weight given to each exam, if applicable. An employee shall not be required to repeat certain skills tests they have previously passed as determined for each job posting by the Human Resources Director. For example, if a job requires passing a beginner level spreadsheet assessment, the HR Director may waive re-testing for individuals who have passed the exact same spreadsheet assessment as part of the employment process in the past. The names of the top five (5) certified candidates shall be sent to the appointing officer. If there are less than five (5) certified candidates, the names of all who passed the exam(s) will be sent to the appointing officer. The appointing officer must interview these candidates.

Within five (5) business days of the promotional register being published, an employee may request feedback from his/her performance in the written/oral/performance examination process. The employee will receive a summary report from the Human Resources department but for test security reasons, will not be able to inspect the actual examination materials.

For the positions of Librarian and Associate Librarian, if there are five (5) or fewer qualified applicants, the Director of Human Resources, or designee, at his/her discretion, may forward such qualified applicants to the department head or his/her designee, for an interview and consideration without administering a written examination.

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

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

Applications, procedures, qualifications, and examination criteria and procedures shall be the responsibility of the Director of Human Resources or designee. No employee serving a probationary period shall be eligible for promotion. However, part-time probationary employees are eligible to apply for a voluntary transfer to full-time vacancies in exactly the same job title and in the same department in which they are currently working, if the employee is desirous of working full-time. Part-time probationary employees, if selected for the full-time vacancy, shall serve a 6 month probationary period as a full-time employee. If the employee fails to complete the full-time probationary period, he/she shall be dismissed from City service.

In case of rejection of an application for promotion an employee may appeal to the Director of Human Resources, or designee. Notice of all job posting vacancies shall be posted on a bulletin board maintained in a

prominent place in City Hall, posted on the employee website, and circulated in each department for a period of at least one week. In case more than one vacancy is to be filled, five (5) names shall be certified for one vacancy and one additional name for each additional vacancy. When there are fewer than three (3) names certified for promotion the vacancy may be filled on an open competitive basis to bring the register to three (3) names. The names of those employees certified for promotion shall be added to the eligible register as a number one and number two.

In the event the appointing officer does not hire any of those certified through the promotional process, the affected employee may request a meeting with the appointing officer and the Director of Human Resources within five (5) working days of the employee being notified he/she was not selected for the position. At the request of the employee, a MMEA area representative, board member, or officer may be at the above meeting. At this meeting the employee shall be given specific reasons as to why he/she was not chosen.

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

6. Temporary Work Assignments.

- a. Temporary work assignments at a higher pay grade on a day-to-day basis may be required to provide for vacation, illness or other operational requirements. Employees, if qualified as determined by the Director of Human Resources, shall be required to accept such temporary work assignments and shall receive out-of-class pay as provided in the agreement.
- b. Temporary work assignments in lateral positions within the same pay grade may be required to provide for vacation, illness or other operational requirements. Employees shall be required to accept such temporary work assignments. Pay for work in lateral positions within the same pay grade shall be at the employee's regular pay grade rate and step.
- c. Temporary work assignments in a lower pay grade also may be required to provide for vacation, illness, or other operational requirements. Employees, if qualified as determined by the Director of Human Resources, shall be required to accept such temporary work assignments. Pay for work in lower pay grades shall be at the employee's regular pay grade rate and step.
- d. Assignments for longer than 10 working days shall be made only with the written authorization of the City Manager.

- e. Except for absences due to non-operational reasons such as sickness, vacation, or paid or unpaid leaves of any kind, no position shall be filled for more than 40 working days in one calendar year without prior consent of the MMEA. Such assignments in a higher pay grade over forty days without MMEA consent will entitle the Association an amount equal to two (2) times the employee's daily rate of pay for each day or partial day of assignments over forty (40) days with a minimum of \$250.00.

ARTICLE 3  
COMPENSATION

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

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

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

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

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

Step "E" is the fifth step in the pay range. After completion of the third year of service, the employee shall receive the rate of pay prescribed for Step "E".
4. Working Out of Class. Employees called upon to perform work in a higher pay grade other than his/her own regular pay grade for a period of at least four (4) hours shall receive the rate of the assigned job or a \$1.00 per hour differential, whichever is lower. Employees working in higher pay grades for more than ten (10) consecutive working days will be paid the higher rate. If the rate for the assigned job is used, the employee shall be paid at the same rate interval in the step of the assigned pay grade as that



in which they are paid in their own pay grade. This applies to MMEA positions only.

The employee must be assigned by management and must be accomplishing work out of his/her pay grade.

5. Pay Policies for Status Changes.

- a. New Appointments. A new employee will be paid at the minimum of the approved salary range for the position to which he/she is appointed. In exceptional cases, the City Manager may approve an appointment at a rate above the minimum pay step for the range but not in excess of the maximum step for the range.
- b. Promotions. When an employee is promoted to a position in a higher pay grade, if below the minimum of the new pay grade at the time of promotion, the employee's salary will be immediately increased to the minimum of the approved range for that job title or to the first step greater than his/her current salary if above the new minimum at the time of promotion. Part-Time employees in Grade Rates 2 or 3, when promoted to full-time in Grade Rates 2 or 3, shall do so at their current pay range assignment.
- c. Reclassification. Whenever a position is reassigned to a higher salary range, the employee will be increased to the second step in the new range greater than his/her current pay at the time of the reclassification. The date of the increase will be effective with the date that the job evaluation study is complete.
- d. Demotions. When an employee is demoted to position in a lower pay grade, he/she will be paid at a rate within the new pay grade in which the employee has been placed. The rate/step assigned to the employee shall be the highest rate for the new pay grade that shall not result in an increase in pay for the employee.

6. Certificate Bonus. Employees in positions assigned to the Water Treatment Plant who hold certain certificates granted by the Michigan Department of Environmental Quality shall be paid one of the following sums on the first payroll in December:

F-3 Certificate	\$350
F-2 Certificate	\$550
F-1 Certificate	\$950

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

S-3 Certificate	\$350
S-2 Certificate	\$550
S-1 Certificate	\$950

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

Asst. Airport Mgr. Cert. \$800

Employees in positions assigned to the Engineering department who hold certain certificates granted by the Michigan Department of Environmental Quality shall be paid the following sums on the first payroll in December:

Storm Water Management-Construction Site Cert	\$300
Storm Water Management-Industrial Site Cert	\$300

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

Appraiser Grade II (MCAO) Cert.	\$400
Appraiser Grade III (MAAO) Cert.	\$800
Appraiser Grade IV (MMAO) Cert.	\$800

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

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

8. Longevity Pay.
- a. On the first payroll in December, all employees having completed or will have completed by December 31, either five (5), ten (10), fifteen (15), twenty (20), or twenty-five (25) years of continuous employment in a full time capacity shall receive an annual longevity payment in the following manner:
- After completion of five (5) years' continuous service: Three and one-half (3.5) percent of annual base pay.
- After completion of ten (10) years' continuous service: Five (5) percent of annual base pay.
- After completion of fifteen (15) years' continuous service: Six and one half (6.5) percent of annual base pay.
- After completion of twenty (20) years' continuous service: Eight (8) percent of annual base pay.
- After completion of twenty-five (25) years' continuous service: Nine and one-half (9.5) percent of annual base pay.
- b. It is further provided that continuous service shall include an approved leave of absence with pay.
- c. Employees hired into full-time service on or after October 20, 2009 will not be eligible for longevity pay. After five (5) years of service, these new hires will receive one (1) additional personal leave day which must be used by the end of each calendar year.
- d. Employees hired prior to October 20, 2009 will remain at the longevity percentage established for their years of continuous service as of the payment in December 2013 for the remainder of their employment.
- e. Employees hired prior to October 20, 2009 who are not yet eligible for longevity payments will receive a longevity payment of 3.5% of annual salary after completion of five (5) years of continuous service and will remain at 3.5% of annual salary for the remainder of their employment.
9. Direct Deposit. Effective July 1, 2011, direct deposit of paychecks shall be mandatory for all MMEA employees. Paper deposit slips will continue to be provided to employees until such time the employer implements a paperless payroll process and provides all MMEA employees computer access at their work site to retrieve payroll information (i.e., kiosk).

## ARTICLE 4

### JOB EVALUATION

1. Job Descriptions. The City is responsible for creating and modifying all job descriptions. A job description is not considered official unless approved by the Director of Human Resources.
2. Evaluation System. The City and MMEA agree to utilize the Hay Group job evaluation system for placing a position within the Pay Range Assignments section of this Agreement.
  - a. The City will submit the new or revised job descriptions, along with any other required forms to the Hay Group for evaluation. The evaluation results as determined by the Hay Group will be discussed between the MMEA and the City prior to being implemented.
  - b. It is understood that the consultant's job evaluation system is proprietary, and as such the City and MMEA will not see the individual point factor analysis. Only the final recommendation of the position ranking will be released to the City and MMEA. The City continues the sole right to fill or not fill the newly evaluated position.
  - c. In the event the Hay Group discontinues providing job evaluation services or if the cost becomes unreasonable in the future, the City may select another job evaluation consulting firm. The City will seek input and opinion from the MMEA prior to any such change in job evaluation consultants including the option of instituting a new job evaluation process.
3. Reclassification.
  - a. If it is determined the nature of work performed by an employee has significantly changed and the employee is routinely performing the work of another MMEA job title for the majority of their workday, consideration will be given to reclassifying the employee.
  - b. The reclassification shall not be considered a job vacancy and no job posting, testing, or interview process shall be required and the employee shall not be required to serve any probationary period if reclassification occurs.
  - c. The reclassification process shall be as follows:
    - (1) The employee may submit a request to the MMEA or the Department Head to reclassify the position. The

Department Head or the MMEA shall submit a reclassification request to the Director of Human Resources. This request must include a list of the current duties being performed by the employee and a recommendation for the new classification.

- (2) The Director of Human Resources shall review the request for reclassification. If sufficient justification has been demonstrated, the Director of Human Resources shall send the request and documentation to the Hay Group for consideration. If the Director of Human Resources determines there has not been sufficient justification demonstrated, the Director of Human Resources shall submit a letter to the MMEA President detailing the reasons for the reclassification denial. The MMEA President will have 10 days to review and respond to the letter.
- (3) If the Hay Group recommends the employee be reclassified, the recommendation will be sent to the City Manager and will include the recommended pay rate and the effective date of the pay change. Upon approval of the City Manager, the reclassification shall take effect at the start of the next pay period.
- (4) In the event the Hay Group does not recommend reclassification, the employee will remain at their current job title and pay grade.

## ARTICLE 5

### WORKWEEK AND HOURS OF WORK

1. Workweek. Any compensation set forth in the Compensation Article shall be evaluated base rates for service provided to the City by all employees covered by the Agreement. The recurring workweek shall be from 12:01 a.m. Sunday to 12:01 a.m. the following Sunday.
2. Work Day Scheduling. Recurring schedules with a degree of permanency of hours and days of work shall be established by department heads. The basic schedule shall be 8:00 a.m. until 5:00 p.m. Monday through Friday. Other schedules shall provide for eight (8) hours of work for five (5) days, ten (10) hours of work for four (4) days in each recurring workweek, twelve (12) hour work day with a schedule that complies with the Fair Labor Standards Act and approved by the department head and Human Resources Director, or any other schedule as developed by the department head or an alternative schedule determined by management for training and education purposes. An alternative schedule for any other purpose shall be agreed upon by management and each employee whose schedule is subject to change. Changes in schedules shall require at least twenty-four (24) hours' notice to the affected employees or else the call-in provisions of Section 6 prevail. Split shifts, defined as a work schedule with greater than a one hour spread between the first half and the second half of the shift, shall not be instituted unless the employee voluntarily agrees to the shift.

Employees working ten (10) or twelve (12) hour shifts will be required to utilize ten (10) or twelve (12) hours accordingly when utilizing full days of any paid leave time.

Employees working ten (10) or twelve (12) hour shifts will receive 8 hours pay for paid holidays. Employees may use paid leave time to supplement the 8 hours of holiday pay or upon approval of their department head may adjust their schedule to work a five day, eight (8) hour per day schedule during any week in which a holiday occurs.

3. Rest Periods. Employees are permitted a rest period of up to fifteen (15) minutes each half day (four hours) of work. Rest periods shall be taken at times which cause the least loss of efficiency in the department.

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

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

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

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

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

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

Day shift premium: None.

Afternoon shift premium: .75 (seventy-five) cents per hour.

Midnight shift premium: 1.25 (one and a quarter) dollars per hour.

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

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

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

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

Odd schedule premium is .75 (seventy-five) cents per hour. Odd schedule premium shall be paid only for the hours the employee works on the calendar days of Saturday and/or Sunday.

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

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

All overtime must be assigned or authorized by the employee's supervisor or department head. Time actually worked beyond eight (8) hours in a work day or ten (10) hours in a regular four day, ten hour schedule, or beyond (40) hours in a workweek shall be compensated for at overtime rates. Each overtime hour worked shall be paid at one and one-half (1 1/2) times the base rate of pay per hour.

In lieu of overtime payment, compensatory time off at one and one-half (1 1/2) times in lieu of pay may be authorized by the department head when such time will not seriously impair the efficiency of the department and is in accord with State or Federal statutes. Compensatory time off shall be scheduled at the discretion of the department head, and taken off like any other leave. Compensatory time shall be used in two (2) hour increments.

Compensatory time must be used prior to the end of the calendar year. If all compensatory time cannot be used prior to the end of the calendar year, the accumulation shall be paid to the employees.

Compensatory time must be exhausted or paid prior to transferring to another department or promoting into another department.



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

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

11. On-Call. On-call/stand-by responsibilities shall not be considered overtime but an employee shall be compensated as described for overtime, but not call-in, if called in to work. (NOTE: If called in, overtime is assumed to be authorized.) The compensation for serving each weekday, Saturday or Sunday shall be two (2) hours of compensation.

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

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

## ARTICLE 6

### HOLIDAYS

1. Holidays and Holiday Pay. The following holidays are hereby specified: New Year's Day, Martin Luther King Jr. Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Eve, and Christmas Day. State and Federal election days are not to be considered holidays. Except in emergencies, employees working a regular eight to five, Monday through Friday workweek, shall not be required to work on the above specified holidays.

Employees shall be paid at their regular base salary rate for all holidays not worked, providing, however, that they are not on an unpaid leave of absence or laid off. All holidays shall be for a twenty-four (24) hour period starting at 12:01 a.m. and ending 12:00 midnight on the declared holiday.

Employees working ten (10) or twelve (12) hour shifts will receive 8 hours pay for paid holidays. Employees may use paid leave time to supplement the 8 hours of holiday pay or upon approval of their department head may adjust their schedule to work a five day, eight (8) hour per day schedule during any week in which a holiday occurs.

2. Holidays – Weekends. When a holiday falls on Saturday, the preceding day shall be declared the holiday and when a holiday falls on Sunday, the following Monday shall be declared the holiday except for employees working schedules with normal days off other than Saturday and Sunday (odd schedule).
3. Holidays – Odd Schedule. An odd schedule employee shall be allowed either to take another day off or receive pay if a holiday falls on his/her regularly scheduled day off. The request for the day off shall be made prior to the holiday and if approved by the department head, it shall be for eight (8) hours at the employee's base rate on the day shift within thirty (30) calendar days. Otherwise, pay for the holiday shall be for eight (8) hours at the employee's base rate.

Odd schedule employees shall receive additional pay at one and one-half (1 1/2) times base rate for all time worked on their regularly scheduled shift on the holiday.

4. Odd Schedule Easter Premium. Odd schedule employees as defined in Article 5, Section 9, who work any hours on the Sunday commonly known as Easter shall receive additional pay at time and one-half (1 1/2) their regular hourly rate for each hour or major fraction thereof worked in addition to their regular pay for all hours actually worked during their normally scheduled hours on this day. Employees working hours during this day outside of their regular schedule shall receive pay at double time

rates for each hour or major fraction thereof worked in lieu of other overtime rates which might apply.

5. Odd Schedule Premium for Part-Time: Day After Thanksgiving; Christmas Eve. Part-time employees working the day after Thanksgiving shall receive the odd schedule premium for hours worked on that day. When Christmas Eve and Christmas occur on the weekend, part-time employees who must work on Christmas Eve shall receive the odd schedule premium for hours worked that day.

## ARTICLE 6A

### PART-TIME BENEFITS

1. In-Lieu of Benefits Pay. In lieu of any other consideration for paid vacation leave, paid sick leave, paid personal holiday and holiday pay, part-time employees who have completed the initial six (6) months of their probationary period shall be paid one dollar and fifty cents (\$1.50) per hour, effective July 1, 2008, for all hours worked in addition to their normal compensation.

## ARTICLE 7

### LEAVES OF ABSENCE

1. Leaves - Generally. No employee may be absent from his/her job without an approved leave. An approved leave shall be vacation leave, personal leave, sick leave, funeral leave, holiday leave, family or parental leave, military leave, special leave or a leave of absence without pay.

a. Absence from duty without approved leave, or following an approved leave for three (3) consecutive work days, shall be deemed a resignation from the City service by the absentee; and upon a report of such absence by the department head to the Department of Human Resources, the absentee shall be removed from the City service provided that if any time within ten (10) days the person so absenting himself/herself shall make satisfactory written explanation to the Director of Human Resources of the cause of his/her absence, he/she may be reinstated in his/her position.

b. Only during the first four (4) consecutive weeks of any unpaid leave of absence (i.e. FMLA leave, parental leave, leave of absence without pay, etc.) an employee shall have all benefits and seniority continue. Health care benefits will continue thereafter for the balance of the FMLA leave and provided the employee continues to contribute any applicable premium share, pursuant to the law, only if the employee is on approved FMLA leave, even if FMLA leave runs concurrent with other unpaid leaves of absence.

Except as noted above, all benefits and seniority accrual will cease until the employee returns to active duty.

c. It is the policy of the City of Midland to provide eligible employees with family and medical leave consistent with the provisions of the Family and Medical Leave Act of 1993 ("FMLA"). All leaves that qualify under the Family and Medical Leave Act, whether paid or unpaid, will be designated as FMLA leave.

d. In the event an employee requests a leave on an intermittent basis or reduced leave schedule, the employee shall provide as much notice as is reasonably possible and appropriate certification of medical necessity, or proof of the birth or adoption of a child. The City reserves the right to temporarily transfer the employee in a position that has equivalent pay and benefits and that better accommodates recurring periods of leave.

This transfer will not be governed by Article 2, Section 4 Transfer, or Article 2, Section 6 Temporary Work Assignments.

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

WORK HOURS OF VACATION LEAVE

One through two years of service.....	96
Three through four years of service.....	112
Five through nine years of service.....	152
Ten through 14 years of service.....	168
Fifteen through 19 years of service.....	184
Twenty years of service or more.....	200

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

- a. Even though vacation hours may be credited to him/her, an employee must first successfully complete the first six months of his/her probationary period before he/she may use the vacation hours. If the hours credited to him/her on January 1st total less than forty (40) hours, he/she shall be permitted to borrow the difference from the second January 1st crediting.
- b. A first year employee who has successfully completed the first six months of his/her probationary period, but who has not received the first January 1st crediting, shall be permitted to borrow up to forty (40) hours vacation from the first January 1st crediting date.
- c. Hours of paid vacation leave, not to exceed one hundred twenty (120) hours, may be carried over from one calendar year to the next calendar year.
- d. Vacation schedules for employees in all departments shall be developed by the department heads. Vacations may be taken at one time or spread over the year, provided that in either instance it is scheduled and approved in advance by the department head so that it does not interfere with the efficient operation of the department. Vacations may be taken in two hour increments.
- e. The employee shall be paid for any unused vacation due him/her for that year when he/she leaves the City service.

- f. An employee may receive payment for up to forty (40) hours vacation once per fiscal year with ten (10) working days notice, with funds verified by the department head. The "buy-back" will be in full day increments, paid at the employee's base wage. The employee's election shall be irrevocable written notice at the Department of Human Resources. Any such hours paid will not be included in any overtime consideration.
  - g. Employees working ten (10) or twelve (12) hour shifts will be required to utilize ten (10) or twelve (12) hours accordingly when utilizing full days of vacation.
3. Personal Leave. All full-time employees shall receive thirty-two (32) hours of personal leave on January 1 of each calendar year which must be used prior to the end of that calendar year. Use is subject to department head approval. An employee shall utilize personal leave in a minimum of two (2) hour increments. After five (5) years of service, employees hired into full-time service on or after October 20, 2009 will receive eight (8) additional personal leave hours which must be used by the end of each calendar year. Employees working ten (10) or twelve (12) hour shifts will be required to utilize ten (10) or twelve (12) hours accordingly when utilizing full days of personal leave.

At completion of six months' employment, but not before, employees new to permanent City service shall receive sixteen (16) personal leave hours. That employee will be credited thirty-two (32) personal leave hours on each January 1st thereafter.

Personal Emergency Leave. To help employees meet personal emergency needs, eight (8) paid hours of time off per year will be allowed which may be used in blocks of one or more full hours. Employees may accumulate any unused emergency time from previous calendar years up to a maximum accumulation of twelve (12) hours.

4. Sick Leave with Pay. Each employee shall be allowed to earn ninety-six (96) working hours of sick leave with pay per year on account of illness. On each January 1 crediting date following the employee's entry to City employment, whether or not the employee has completed the first six (6) months of his/her probationary period, the actual number of sick leave hours credited to him/her shall be proportional to the number of months he/she was employed by the City. To receive credit for a month, the employee's anniversary date must fall on or before the fifteenth (15th) of that month.
- a. Even though sick leave hours may be credited to him/her, an employee must first successfully complete the first six (6) months of his/her entry level probationary period before he/she may use the

sick leave hours. If the hours credited to him/her on January 1st total less than forty-eight (48) hours, he/she shall be permitted to borrow the difference from the second January 1st crediting. Between completion of said probationary period and the first January 1st crediting, if applicable, an employee may borrow up to forty-eight (48) sick leave hours from his/her first crediting, or that number of hours that he/she has accrued on the basis of eight per month, whichever is greater. Requests for borrowing shall only be granted at the discretion of the department head and the Director of Human Resources.

- b. Approval of the Director of Human Resources, or designee, shall be required on all requests for sick leave. Medical certification will not generally be required to substantiate sick leave absences of two (2) consecutive working days or less; however, the City may require either a medical certificate or in lieu thereof, a signed written statement from the employee setting forth the reasons for sick leave for each absence, regardless of duration, should the City have reason to believe the employee is abusing his/her sick leave privileges. Falsification of the medical certificate, falsely setting forth the reasons for the absence, or failure to obtain the medical certificate shall constitute just cause for disciplinary action or dismissal.
- c. Employees will not be permitted to use sick leave during the last 10 working days of employment with the City, unless the employee submits a medical certificate to his/her supervisor which justifies the sick leave request.
- d. When an employee is on sick leave for five (5) consecutive days or more, the employee must submit to his/her department head or designee, prior to returning to work, a return to work medical certificate that includes the reason for the absence, and a release stating that the employee can perform the essential functions of the job. The City reserves the right to send the employee to a physician of its choice for verification of the employee's ability to return to work, at the expense of the City.
- e. Unused sick leave may be accumulated and shall be paid as follows:
  - (1) Limit. An employee shall be entitled to accumulate all unused annual sick leave. All present accumulations of sick leave shall be continued.
  - (2) Payment After Limit. After an employee has accumulated one hundred twenty (120) days on January 1st of any year, he/she shall be permitted to accumulate additional sick leave days. He/She shall continue to earn twelve (12) days



per year and those employees with more than one hundred twenty (120) days shall be paid for 75% of that year's unused days, payment shall not exceed nine (9) days in any one year. Fractions of a day will be rounded up and paid to the next 1/2 day. The remainder of days earned shall be credited to the employee's bank.

- (3) Payment of Unused Sick Leave. In the event of death, retirement or job related total disability of an employee, the City will at such time pay to him/her, or to his/her estate, one-half 1/2 of his/her accumulated unused sick leave not to exceed eighty (80) days at his/her base pay in effect at such date.

5. Sick Leave Utilization. Sick leave is only to be used for absences due to illness or injury. Sick leave shall be utilized in a minimum of one hour increments. Employees working ten (10) or twelve (12) hour shifts will be required to utilize ten (10) or twelve (12) hours accordingly when utilizing full days of sick leave. Sick leave may be used for doctor appointments, subject to the provisions listed below.
  - a. Sick leave may be utilized by an employee in the event of his/her own illness or injury or for illness or injury in his/her immediate family which necessitates his/her absence from work. The employee shall notify his/her supervisor or department head by telephone or other means as agreed to between the employee and department head as early as possible prior to the beginning of his/her shift. The notification shall provide the specific reason for the sick leave request.
  - b. An employee utilizing his/her sick leave for the illness or injury of a member of his/her immediate family may only use sick leave when it is required to provide personal care for, and/or be the primary decision maker on the medical care provided to the sick or injured family.
  - c. The term "immediate family" shall mean the employee's current spouse, child, step-child, brother, sister, parent, parent-in-law, spouse's brother and sister, brother's spouse, sister's spouse, son-in-law, daughter-in-law, grandchildren, grandparent, regardless of residency, or any other relative with permanent residence in the employee's household.
  - d. An employee who has used all of his/her accumulated sick leave and is unable to return to work, must substitute any vacation time he/she has due for sick leave, for the balance of the period of disability or until all vacation has been used. Vacation leave substituted for sick leave will be treated as sick leave for all purposes concerning pay.

- e. The City Manager or his/her designee may, at his/her sole discretion, allow an employee to borrow additional days of paid sick leave, if the employee provides proper medical certification that the employee is unable to return to work after the employee has exhausted all of his/her accumulated sick leave and vacation days. The number of sick leave days he/she may borrow, upon written request, shall not exceed three (3) days for each full year of employment with the City and shall be further limited to the number of days the employee may need to cover the duration of the illness for which paid sick leave is requested. Future requests to borrow days may be made only if the employee has repaid the previous balance of borrowed sick leave. Any days borrowed shall be paid back from sick leave days which the employee earns and/or the monetary value shall be deducted from any compensation otherwise due the employee at termination. Additional extensions beyond those described above are not permitted.

Borrowed sick leave days must be used in full-day increments and on consecutive work days, unless agreed otherwise by the City Manager or his/her designee, and the employee.

- f. If a full-time employee is unable to return to work and after a full-time employee exhausts all leave provisions, an employee may submit a request for employee donation of vacation or sick leave to the Director of Human Resources. The approval of the Director of Human Resources and the Union President is required prior to any solicitation of donation of vacation or sick leave. Bargaining unit members only may donate eight (8) hours of vacation or sick leave per donation request. Donating employees, on a first donated basis, will have vacation or sick leave converted to the ill or injured employee to cover the employee's length of illness or injury, subject to the employee's eligibility. The number of donated paid vacation or sick leave days that the employee is eligible to receive is not to exceed three (3) days for each full year of full-time employment with the City or the length of the illness or injury, whichever is less.
- g. An employee injured or incapacitated in the actual discharge of duty shall receive such pay for injuries as provided for under Worker's Compensation Laws of the State of Michigan.
  - (1) In addition to the minimum amount required by law, the City shall pay to the employee an additional sum not to exceed the difference between one hundred (100) per cent of his/her base salary and the said Worker's Compensation payment for the first twelve (12) weeks only of disability. The maximum period of twelve (12) weeks shall be extended one week for each full year of employment with the City

beyond three (3) years of employment. Additional extensions beyond those described above are not permitted. This special sick leave supplement may begin again for new disabilities only.

- (2) Following this City paid supplement, employees may also use earned sick leave, vacation leave, or personal leave days in one-half (1/2) day increments in addition to the Worker's Compensation payment for a total sum not to exceed one hundred (100) per cent of their base salary for any weekly period.
  - (3) Employees receiving Worker's Compensation are not eligible for Holiday Pay. Employees shall not earn vacation, sick leave, or other leave benefits not specifically permitted in this Agreement while receiving Worker's Compensation payments. Once the employee has used all of his/her approved leave, he/she must either receive an unpaid leave of absence as provided in this Agreement or be terminated.
  - (4) Return to Work Pool. Employees injured on the job and medically released to work light duty shall first be accommodated within their department and then the bargaining unit, in that priority. These jobs will be of a temporary nature and not meant to replace any permanent full-time or part-time MMEA position. If no accommodation can be made within the bargaining unit, the Director of Human Resources may offer the employee a light duty assignment in a non-union temporary position. The Director of Human Resources shall determine the qualifications of the position and the employee's ability to perform the job.
6. Funeral Leave. It is the intent of this provision to provide leave to employees to enable them to attend funerals involving their "immediate family" as defined in Section 5c. This provision shall not be construed as to permit time off to attend to other personal matters connected with a funeral after the day of the funeral.

In case of death in his/her immediate family, a regular full-time employee shall be granted a paid leave of absence of up to three (3) consecutive work days. The three (3) consecutive working days are applied to the employee's normal working schedule. In case of death of an employee's current spouse's grandparent, an employee's current spouse's brother's or sister's spouse, or an employee's aunt or uncle, up to one working day of paid funeral leave of absence shall be allowed. Vacation, personal leave, personal emergency leave or unpaid leave of absence, if available and allowed, may be taken for days beyond funeral days allowed.

Extenuating circumstances that require funeral/bereavement leave to extend longer than the allotted time, or other than allowed in the contract, shall require approval of the City Manager, or designee, which approval rests within the sole discretion of that person.

7. Parental Leave.

a. An employee shall be eligible to use accrued vacation time for paid leaves of absence for childbirth and child care. An employee is also eligible to use accrued sick leave. If a longer leave is desired, employees may request a leave of absence, for childbirth and child care, without pay or benefits. While an employee's benefits will be continued, an employee is required to pay the employee's portion of insurance premium in the same manner as those premiums are paid or would have been paid if the employee had continued employment. After twelve weeks, the employee is solely responsible to pay for all premiums, as outlined below. Such unpaid leave shall be termed parental leave. Approval of the Director of Human Resources is required prior to paid or unpaid parental leave authorization.

b. Seniority, City paid insurance premiums, longevity and leave benefit accruals continue to be paid or accumulated during the first four (4) weeks after the employee is on unpaid parental leave.

After the first four (4) weeks on unpaid parental leave, the employee's group health insurance shall be continued for up to an additional eight (8) weeks provided the employee continues to be entitled to FMLA qualifying leave. An employee's group health insurance will continue for only as long as the employee continues to be entitled to FMLA leave.

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

c. The following requirements shall apply to parental leaves:

(1) The request for parental leave shall be submitted in writing to the Director of Human Resources thirty (30) days prior to the date the parental leave is to begin provided the need for the leave is foreseeable. In the event the need for the leave is not foreseeable, the employee shall provide such notice as is practical.

- (2) In the event that both a husband and wife work for the City of Midland, the total aggregate number of weeks to which both may be entitled to for unpaid parental leave shall be twelve (12).
  - d. An eligible employee's entitlement to parental leave for the care of a child following the birth or following placement as a result of adoption or foster care shall commence on the date of birth or the date of placement, whichever is applicable. In addition, an employee's entitlement to parental leave expires one year after the date of birth or placement.
  - e. An employee shall be allowed to return to his/her former position at the end of his/her parental leave unless he/she elects to take an extended unpaid leave of absence which lasts greater than twelve (12) weeks. If the employee elects to take an extended leave of greater than twelve (12) weeks and if a replacement is not necessary during the employee's absence, he/she shall be allowed to return to his/her former position at the termination of the parental leave. If a permanent replacement is necessary, the employee shall be allowed to return to the City service at the termination of the parental leave to a position of the same job title if a position exists at that time. If no position is available, the employee will be placed on the eligible register for a period of two (2) years from the date of termination of pregnancy for the earliest possible replacement.
8. Military Leave. Any permanent employee who is inducted into the Armed Forces of the United States, or joins the Armed Forces in lieu of being inducted under provisions of the Selective Service Act of 1940, as amended, shall be entitled to a special leave of absence without pay for the period of service. After being honorably discharged from his/her first tour of duty, such employee would be reinstated to his/her former position or one comparable to his/her as may be required by State or Federal Law, provided:
- a. He/She makes application for reinstatement within ninety (90) days after he/she is released from military duty or from hospitalization continuing after discharge for a period of not more than one (1) year.
  - b. He/She is physically and mentally qualified to perform the duties of such position if it still exists.
    - (1) If an employee is not qualified to perform the duties of such position by reasons of disability sustained during such service, he/she shall be placed in such other position, the duties of which he/she is qualified to perform, as will provide

him/her with like status, and pay, or the nearest approximation thereof consistent with the circumstances of his/her case. If the employee's position has been transferred to another agency of the City, the employee shall be restored to the same position in the new department.

- c. Any permanent employee who requests a leave of absence, not to exceed ten (10) working days, to participate in a branch of the Armed Forces Reserve Training Program shall be granted such leave upon presentation of proper documentation by his/her commanding officer. He/She shall be paid by the City the difference between the amount he/she received for such training and his/her full salary, exclusive of any amount received for meals, travel, and lodging if an authorized voucher detailing said costs is provided.
- d. Any permanent employee who is called out on emergency duty by any of the established Armed Forces Reserve Training Units or by the Michigan National Guard shall be paid by the City the difference between the amount he/she receives for such duty and his/her salary for each day of duty not to exceed ten (10) working days per incident. However, should at any time the employee be federalized, the City's obligation under this provision would cease and the employee would be considered to be on a full-time military leave.

9. Special Leave.

- a. Any permanent City employee who is called upon to perform a special outside civic activity during his/her regular working period may upon the recommendation of the department head and the approval of the Director of Human Resources and the City Council, receive from the City a sum equal to the difference between the amount received for such outside activity and the amount he/she would have received for full-time City employment.
- b. An employee called upon to serve jury duty, as a witness in court on a case involving the City, or under subpoena to appear due to their position with the City, or as a pall bearer for a City employee, shall not lose pay for time off the job to perform these activities. Any compensation paid by others to the employees for these activities shall be turned over to the City. The employee shall be at work during his/her regular hours either ahead of or following the herein listed activities.

10. Leave of Absence Without Pay. All requests for leave of absence without pay shall be made in writing by the employee desiring the leave. Such requests shall set forth fully the reasons for the request of such leave, the date when such leave would begin and end, and a statement of the desire

and intention of such employee to return to the service of the City at the expiration of the leave. Such request shall be transmitted to the City Manager by the department head with a statement of his/her approval or disapproval of the request, his/her plan for taking care of the work during the absence of the employee and, if necessary, his/her request for certification of an eligible person for appointment to the temporary vacancy. No leave of absence shall be effective until formally requested as stated above and approved by the City Manager and the Director of Human Resources, except that when leave of absence is made necessary through sudden illness or injury or as a result of military service with the State of Michigan or the United States of America, the department head may grant such leave without a signed statement from the employee; and the approval thereof, if given by the City Manager and the Director of Human Resources shall be retroactive.

- a. A leave of absence shall be granted for a physical or mental disability substantiated by medical certification for up to six (6) months renewable in six (6) month increments or less, for up to two (2) years. Medical certification shall be considered sufficient if the certification complies with the requirements of paragraph 4c of this Article.

The City, in its discretion, may require a second medical opinion at its expense. If the opinion of the City's health care provider differs from the employee's health care provider, then the City may require the employee to obtain certification from a third health care provider that would be jointly approved by the City and the employee. The expense of a third health care provider will be borne by the City and that decision will be considered final and binding.

- b. An employee who has been on an unpaid leave of absence for twelve (12) weeks or less, and reports back to work at the expiration of such leave shall be reinstated to his/her former position. If the employee has been on a leave which extended beyond twelve (12) weeks, and if a permanent replacement has not been necessary during the employee's absence, he or she shall be allowed to return to his or her former position at the termination of the leave of absence. If the leave has extended longer than twelve (12) weeks, and if a permanent replacement has been necessary, the employee shall be allowed to return to City service at the termination of the leave of absence to the same position if such position exists at that time. In any case where the position formerly filled by an employee on an unpaid leave has been discontinued because of lack of funds or lack of work, the employee shall be allowed to return to a position of the same pay grade or less by exercising his or her bumping rights. If no position is available, the employee will be placed on the eligible register for a period of up to two (2) years from the date the leave commenced.

- c. A leave of absence may also be granted for good cause. The following causes may be deemed proper: temporary physical disability, study or training of value in connection with the service being rendered to the City. Requests for leave shall not be granted to permit an employee to take employment outside the City service except temporary military service or military service for an indefinite period of time in case of war or civil insurrection.
- d. In these circumstances a temporary may be employed immediately and for as long as the vacancy exists.
- e. Unpaid leaves of absence will not be granted until all paid leave has been used.



ARTICLE 8  
GRIEVANCE PROCEDURE

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

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

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

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

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

A grievance can be started by either an employee or the Association. Any grievance initiated by the Association shall state the employee(s) or position(s) allegedly grieved. The Association shall be notified of any grievance filed by an employee. An individual employee shall have the right to have a MMEA representative present during any step of the grievance procedure, suspension or discharge.

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

3. Grievance Procedure.

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

1. Name of the employee grieving.
2. What happened.
3. Where it happened.
4. When it happened.
5. What section of this Agreement has allegedly been violated.
6. What adjustment is requested.
7. Date verbally discussed with supervisor.

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

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

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

Step 5. Either the City or the Association may request non-binding mediation over the grievance following the conclusion of Step 3 or, if utilized, Step 4. Such a request shall be made in writing addressed to the State of Michigan, Department of Consumer and Industry Services, Bureau of Employment Relations, and copied to the other party. Such a request shall be mailed and sent to the other party within ten (10) calendar days after the conclusion of Step 3 or, if utilized, Step 4.

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

A request for arbitration presented to the Director of Human Resources shall not constitute a submission to or demand for arbitration except as described in subsections a. (1) or b., below.

a. Arbitration by the American Arbitration Association.

- (1) The grievance shall be submitted to the American Arbitration Association in accordance with the Voluntary Labor Arbitration Rules, as amended from time to time. The grievance must be submitted under a demand for arbitration and be sent to AAA by certified mail, with a copy of the mail receipt and arbitration demand to the Director of Human Resources within ten (10) calendar days of the conclusion of Step 3 or, if utilized, Step 4 or mediation.
- (2) The jurisdiction of the American Arbitration Association shall be limited to grievances.
- (3) All decisions of the American Arbitration Association shall be final and binding upon the City, the Association, and its members, the employee or employees involved.
- (4) The American Arbitration Association arbitrator shall have no power to alter or modify any terms of this Agreement, supplemental agreement, or any rule, regulation or ordinance.

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

b. Arbitration by Other than the American Arbitration Association.

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

c. General Condition of Appeals to Arbitration.

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

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

## ARTICLE 9

### EMPLOYEE LAYOFF, TERMINATION OR SUSPENSION

1. Lay-off. Whenever it is necessary, as determined by the City, to lay-off employees due to lack of work or funds the procedure shall be carried out by the Director of Human Resources.

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

- a. The City shall maintain and post a MMEA seniority list of MMEA members which shall be updated on April 1, and October 1.
- b. Employees laid off shall be allowed to bump, within this bargaining unit, the least senior employee in the same or lateral pay grade or the least senior employee in a lower pay grade for which the employee has the minimum qualifications to do the job. A part-time employee cannot bump a full-time employee. An employee shall meet the license requirements of the job description within six months, unless the job requires a license upon appointment pursuant to State and/or Local laws.

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

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

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

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

- d. An employee laid off shall be placed on the appropriate reemployment register for a period of three (3) years from the day of notification.
  - e. An employee laid off shall keep his/her address and telephone number current with the City Department of Human Resources. An employee shall be notified to report to work by certified letter with a copy to the MMEA President and must, within 15 calendar days of the date the letter is sent, accept employment. If the laid-off employee does not respond within the 15 calendar days or refuses the offer of employment of the same position description from which he/she was laid off, he/she shall be considered to have voluntarily terminated employment with the City. Full-time employees shall not be required to accept part-time employment and part-time employees will not be required to accept full-time employment.
  - f. Should an employee's original position be reinstated and said employee is on the reemployment register, he/she shall have the first opportunity to the position as provided in this agreement if he/she is the most senior employee.
  - g. A laid off employee has the right to test promotionally for any other job, for which he/she is qualified, within the bargaining unit. If the employee takes a job in a higher pay grade than originally laid off and then completes his/her probationary period, his/her name shall be removed from the original reemployment register. If the employee takes a job in a lower pay grade than originally laid off, his/her name shall be maintained on the reemployment register for the original job.
  - h. Laid off employees shall be recalled based on the inverse order of layoff, provided the employee is on the appropriate reemployment register.
  - i. For lay off purposes only, part-time employees will be given half (1/2) credit for each full year service in the City, as of the date of first lay off notice.
  - j. Employees accepting positions within the City outside the MMEA, shall have no bumping rights in the MMEA after successfully completing their probationary period.
2. Resignation. An employee resigning from his/her position, whenever possible, shall give sufficient advance notice of his/her intention to resign in order to enable the City to make proper provision for the filling of the

position. At a minimum, this shall be ten (10) working days. Any employee failing to give such proper notice shall be considered as having left the service not in good standing. All resignations shall be in writing and filed with the department head and the Director of Human Resources.

3. Disciplinary Actions. No employee shall be disciplined without just cause. While the parties to this agreement understand that there are many infractions of the City of Midland rules and regulations which are so severe in nature that they could orderly form the basis for immediate discharge from City employment, the parties wish to emphasize only one of these infractions as constituting basis for immediate discharge. Therefore, the parties agree that testing positive for drugs or alcohol, or violations as defined by Department of Transportation drug and alcohol rules (49 CFR Part 40) regarding testing procedures such as, but not limited to, an adulterated or substituted test, a refusal to test (except for a first time failure to provide urine within a three hour time frame), or interference with the testing process, in violations of the City's rule or regulations, or any other statue, constitutes grounds for immediate discharge from City employment.

The specific grounds forming the basis for a written reprimand, suspension or discharge will be made available to the employee in writing at the time of disciplinary action, unless condition warrants immediate action, as determined by the City. An employee shall be entitled to have present the most readily available representative of the grievance committee or an officer of the Association during any meeting in which he/she may receive discipline. When a request for such representation is made, no disciplinary action shall be taken with respect to the employee until such representation is available.

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

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

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

- a. For suspensions of greater than three (3) working days or for discharge, the department head must have written concurrence of such action from the City Manager or his/her designated representative.
- b. In cases of suspension without pay or discharge, the City shall provide the employee and the Association in written form notification of action to be taken and the reasons for the action,

unless conditions warrant immediate removal, pending written notification.

- c. In the case of a dispute concerning the discharge or suspension of an employee the grievance may be filed by the Association directly to the fourth step of the grievance procedure within ten (10) calendar days of receipt of the written notification of discharge or suspension.
5. Disciplinary Action Removal. An employee may request that any disciplinary action be removed from his/her personnel file, which is at least four (4) years old. The request must be filed with the department head and must be approved by the department head and Director of Human Resources.
6. Ban on Rehire. An employee separated from the City service through suspension or dismissal may be hired by the City in another capacity on a temporary or permanent basis after it has been approved in writing by the City Manager.
7. Outside Employment When any outside employment carried on by any employee is in conflict of interest to the City service, the department head will first report the same to the involved employee and then, if there is no cessation of such conflicting outside employment, to the Director of Human Resources. If the Director of Human Resources decides that such outside employment is in conflict with the City service, the department head may order the outside employment discontinued.

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

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



ARTICLE 10

INSURANCE

1. General. All employees who normally are scheduled to work thirty (30) hours or more per week shall be entitled to insurance benefits.
  
2. Life Insurance. Each employee who has successfully completed his/her probationary period as a new hire shall be provided with a life insurance policy. This policy shall be a term life insurance package for which the City will pay one hundred per cent (100%). The City will provide the Union with a copy of the plan, and if changes are made, provide these changes to the Union.
  - a. Amounts of Life Insurance. The amount of life insurance coverage for each employee shall be as follows:

Term Life	Accidental Death and Dismemberment
\$75,000	\$75,000
  
  - b. Duration. The City's responsibility for making life insurance premium payments ceases upon termination and shall also cease after four (4) weeks of an approved unpaid leave of absence unless the employee arranges for continuing the insurance by paying the full cost each month to the City prior to the monthly billing for said insurance, in accordance with the carrier's policy. For employees receiving Worker's Compensations benefits, the City's responsibilities for making life insurance premium payments, in accordance with the carrier's policy, continues for up to two years from the time Worker's Compensation payments begin, even though termination occurs. Insurance premium payments shall continue for an employee while the employee is actively participating in a qualified retraining program which is intended to prepare the employee for achieving a different work occupation. Thereafter, arrangements for continuing the insurance by employee payment as described above may be made.
  
3. Health Insurance. The City shall provide health and hospitalization insurance for full-time employees effective 30 calendar days after the date of hire.
  - a. All full-time employees shall have the following medical insurance plans available:
    - (1) BC/BS Community Blue PPO 3, which includes BC/BS Traditional Plus Dental Plan I, Blue Vision VSP Plan with coverage 12/12/12. Employees enrolled in the PPO 3 plan shall pay 10% of the health care premium based on the employee's contract type (single, two (2) person or family).

(2) BC/BS Community Blue PPO 14/0% with the BC/BS Traditional Plus PPO dental plan (50%, \$800 max) and VSP 12/12/12 vision plan. Employees enrolled in this plan shall not pay a premium share, provided the total premium cost for the PPO14 plan does not exceed the employer cost of the Community Blue PPO 3 plan (employer cost is 90% of the PPO3 plan premium). For purposes of maintaining a zero premium share for employees, the City is authorized to institute plan design changes to establish an employer cost that does not exceed the employer cost of the Community Blue PPO 3 plan.

- b. Prescription Drug Coverage: The health plans described above will include prescription drug coverage with a \$15 generic/\$30 brand drug co-pay; and a 90 day supply co-pay of \$30 generic/\$60 brand name.
- c. Annual Buy-Out: Prior to July 1 of each year, employees may opt out of City health insurance. The employee must provide proper documentation that he/she is covered by alternative health insurance. Payments are made in December and June, after the employee stays out of the group as follows: \$750.00 for opting out of family or double coverage; \$375.00 for single coverage.
- d. Duration. Except as otherwise described in this Article, the City's responsibility for making its share of health insurance premium payments ceases upon termination and shall also cease after four consecutive weeks of any approved unpaid leave of absence unless the unpaid leave of absence is considered an FMLA qualifying leave of absence. The employee must pay his/her share of premium, if applicable. In the event that the unpaid leave of absence is considered an FMLA qualifying leave of absence, the City is responsible for making health insurance premium payments for up to twelve (12) weeks, or as otherwise required by law. Payments shall cease when the employee is no longer entitled to the "FMLA qualifying leave". During any leave of absence, the employee must make arrangements to pay employee contributions towards insurance at the same time and in the same manner the employee would make contributions had employment continued. If an employee on an approved unpaid leave of absence wishes to continue insurance coverage once the employer's obligation to make premium payments ceases, the employee must make arrangements to continue the insurance by paying the full cost each month to the City prior to the monthly billing for said insurance.

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

- e. Retirees. Retired employees, their spouses and dependents health insurance premiums shall be paid by the City in accordance with the following terms, providing however, in the event of divorce or remarriage of the spouse, the City's obligation to pay premiums for the spouse's insurance will cease. (Spouse of record is spouse at time of retirement – hereinafter referred to as "spouse").

Full-time employees hired prior to July 1, 2005, shall be enrolled in the PPO 3 plan and prescription drug coverage described in Sections A and C above.

Employees hired prior to July 1, 1996 shall have the City pay 100% of the health insurance premium for retiree, spouse and dependents for the term of this agreement.

Employees hired on or after July 1, 1996 and before July 1, 2005, will be eligible for continued medical insurance coverage when they retire from the City, provided they pay 50% of the premium. The City will pay the other 50% for retiree, spouse and dependents.

Employees hired on or after July 1, 2005, and their spouses and dependants, will not be eligible to be included in the City's group health insurance plan. For those employees hired on or after July 1, 2005, the City will contribute 2% of the employee's wage into the Municipal Employees Retirement System Health Care Savings Program. The M.E.R.S. Health Care Savings Program shall have a three (3) year vesting requirement.

## RETIREES HOSPITAL AND MEDICAL INSURANCE

<u>Status</u>	City contribution <u>Percent of Total Cost</u>	<u>City Hire After 7-1-96</u>	<u>City Hire After 7-1-05</u>
1. Retiree, Spouse and Dependents	100%	50%	N.A.
2. Disability pension (however disabled) includes spouse and dependents, if any.	100%	100%	N.A.
3. Deferred Retirement	0%	0%	N.A.

- f. Divorce. In the event of a divorce, the City's obligation to pay the premiums for the retired spouse's insurance will cease.
- g. Deferred Retirement. An employee hired before July 1, 2005 taking a deferred retirement and electing to remain in the City's hospital and medical program shall pay the full cost of the premium, in advance each quarter. At such time as an employee on a deferred retirement starts receiving retirement benefits, the provisions outlined in 3(f) shall apply.
- h. Disabled Employees. An employee hired before July 1, 2005, permanently disabled as the result of a service connected injury, shall have his/her health insurance premiums, for himself/herself, his/her spouse and his/her dependents, fully paid by the City in accordance with the terms of the insurance policy referred to in the Agreement.
- i. Death Due to a Duty Injury. If an employee is fatally injured in the line of duty, the City shall continue to pay health insurance premiums for his/her spouse and dependents in accordance with the terms referred to herein; providing, however, that such obligation to pay the insurance premiums on the spouse shall cease should he/she remarry.
- j. Non-Duty Injury Resulting in Death. When an employee dies, his/her spouse and dependents may not further participate in the City's hospital and medical program except as provided in Section 3(f). The spouse shall, however, have the opportunity to have an individual policy issued without a medical examination. The spouse shall pay the full premium cost for such individual policy.

- k. Definition of Dependent. A dependent is defined as anyone who qualifies as a dependent under the provisions of the Internal Revenue Code, or as otherwise defined by law.
  
- l. Medicare Requirement. All employees, retirees and spouses, who are receiving health insurance benefits, are required to make timely application for Medicare coverage after being notified by the City or by the insurance carrier.

Secondary health insurance coverage under the City's group health care plan shall be available to the retiree and/or spouse provided that enrollment is obtained and maintained, at the sole expense of the retiree and/or spouse, in Medicare, Medicaid or other Federal or State health care program.

For those retirees covered under the City's health insurance plan, at age 65 or upon receiving Medicare, the City may provide a Medicare Advantage Plan as an alternative to the PPO plan.

## ARTICLE 11

### ASSOCIATION ACTIVITIES

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

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

- a. The Association shall designate to the City, in writing, the officers and the grievance committee representatives who shall be responsible for handling grievances. This shall occur within ten (10) days of any change in Association representation.
  - b. The Association, during contract negotiations, may be represented by employees in the bargaining unit, the number not to exceed five (5). There shall be no more than one (1) employee on the Association bargaining committee from any one City department. However, if the Association desires to have more than one (1) employee from any one City department on its bargaining committee, the City shall determine when bargaining will occur.
2. Use of City Facilities and Equipment. The Association may use City facilities for meeting during off duty hours following normal procedures for use of said facilities. The Association may also use City typewriters and copying equipment during scheduled meal and rest periods. The Association shall pay for the cost of supplies and materials incidental to such use. The Association shall be responsible for the proper operation of all such equipment.

## ARTICLE 12

### DUES/SERVICE FEE DEDUCTION

1. Dues or Service Fee Deduction.
  - a. The City shall collect Association dues or service fees on a monthly basis from all employees who have executed an Authorization for Check Off of Dues Form as provided for by the Association. Authorization for such deductions shall be ongoing from year to year unless revoked by the employee in writing to the Association. The Association shall provide the City with a copy of the authorization form before deductions from an employee by payroll deduction shall begin.
  - b. The Association shall certify in writing to the Director of Human Resources, at least annually, or twenty (20) working days prior to the date of the first deduction, the amount of dues or fees to be deducted by the City and that said service fee shall include only those amounts permitted by this agreement and by law.
  - c. The City shall deduct from the second pay of each month the authorized Association dues or fees for said month and shall promptly remit same to the President of the Association. The City shall furnish the President of the Association a list of all employees of whom deductions have been made. The City shall not be responsible for making refunds.
  - d. The City shall continue to deduct monthly Association dues or service fees at the rate in force during the term of this Agreement until officially notified of a change by the President of the Association who is the sole authorized representative of the Association for the purpose of certifying the amount of said change. Any change in the rate of monthly dues or fees shall be made by the Association President in writing to the Director of Human Resources and shall be effective no later than thirty (30) days from receipt of the request by the Director of Human Resources. No more than two (2) changes in the rate of monthly dues or fees shall be allowed during any contract year.
  - e. The Association agrees to indemnify and save the City harmless against any and all claims, suits and other forms of liability that may arise out of or by reason of action taken in reliance upon such individual authorization forms or by reason of the employer's compliance with the provisions of this Article.

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

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



## ARTICLE 13

### NO STRIKE - NO LOCKOUT

1. Work Stoppages. There shall be no illegal picketing, strikes, concerted failure to report for work, slowdowns, or stoppages of work, nor any lockouts.
  - a. Right to Discipline. The City shall have the right to discipline up to and including discharge, any employee who is responsible for, participates in, or gives leadership to any activity herein prohibited.
2. Work by Employees. The Association agrees to exert every effort in its power to cause employees, individually and collectively, to perform and render legal and efficient work on behalf of the City.

## ARTICLE 14

### RETIREMENT

For full-time MMEA employees hired prior to July 1, 2005, the City shall provide the following plan and benefits of the Municipal Employees Retirement System (MERS) program, as defined by MERS, for the life of this agreement:

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

#### **Effective July 1, 2005:**

The City shall enroll employees with a full-time hire date on or after July 1, 2005, in the MERS Defined Contribution Retirement Plan with five (5) year or age 65 vesting. The City shall contribute 5% of the employee's wages into the plan. In addition, the City will contribute up to 7% of the employee's wages into an ICMA-RC 457 deferred compensation plan, with a 100% matching of employee wage contributions, in 1% increments, up to an additional 7% of the employee's wages. In no event will the City's combined contribution to the MERS Defined Contribution Plan and the ICMA-RC 457 plan exceed 12% of the employee's annual wage.

**Effective July 1, 2018:**

Defined Benefit: The following changes will be made to the defined benefit plan for employees with a full-time hire date before July 1, 2005:

- a. Multiplier bridges to 2.25% for service time earned on or after 1/1/2018.
- b. Final Average Compensation: FAC will include base wages and overtime only (on-call pay will be considered an overtime earning). Final payments at separation will not be included in FAC.
- c. Employee Contribution: There will be a mandatory employee contribution based on FAC includable wages as follows:

1/1/2018: 2%                      1/1/2019: 3%                      1/1/2020: 4%

Defined Contribution: The following changes will be made to the defined contribution plan for employees with a full-time hire date on or after July 1, 2005 but before December 31, 2017.

- a. The employer contribution shall be 12% of base wages and overtime. The employee will have a mandatory contribution of 5% of base wages and overtime. Both the employer and employee contributions shall be made to a 401(a) defined contribution account.
- b. Defined contribution employees will have a one-time irrevocable opportunity as defined by the City to change participation to the Hybrid Plan as defined below. The effective date for employees electing the Hybrid Plan is January 1, 2018.

Hybrid Plan: The City shall enroll employees with a full-time hire date on or after January 1, 2018 (and defined contribution employees electing to convert) into the MERS Hybrid Plan with a defined benefit multiplier of 1%, V-6 six year vesting, FAC5 –five year final average compensation which includes base wages and overtime only. Normal retirement age shall be age 60 with 10 years of service. The MERS Hybrid Plan shall include a defined contribution plan. There is a mandatory employee contribution of 5% of wages deposited into the defined contribution account. The City will contribute to the employee's defined contribution account the difference between the cost of the defined benefit plan and the 12% cap. The City's total contribution for pension (DB and DC combined) is capped at 12% of the employee's wages.

ARTICLE 15  
MANAGEMENT RIGHTS

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

The City may, for financial reasons only, exercise its right to purchase the services of others, contract or otherwise. The City agrees to discuss with the leadership of the MMEA, any decisions involving contracting of work currently performed by members of the MMEA and to offer the Union the opportunity to present a competitive proposal to any bid. If the MMEA has low bid, the City must accept it. Such proposals must be presented within 45 days after the Union is notified following the opening of the bids.

The Union, and its members, will not take any action against the City for failed competitive opportunities as a result of the City exercising its right to purchase the services of others, contract or otherwise.

## ARTICLE 16

### SAVINGS

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

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

## ARTICLE 17

### DURATION

Effective Dates and Renegotiation Procedures. This agreement shall be and will remain in full force and effect from July 1, 2017 through June 30, 2020, and, shall continue in full force and effect up to and including and thereafter for successive one (1) year periods, unless one of the parties hereto on or before the ninetieth (90) day next preceding the anniversary date in 2020 or in successive years shall notify the other party hereto in writing of its desire to modify same. The parties acknowledge that during negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by a law in the area of collective bargaining and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the City of Midland and the Midland Municipal Employees Association, for the life of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered by this Agreement, even though such subjects or matter may not have been within the knowledge of either or both of the parties at the time they negotiated and signed this Agreement.

ARTICLE 18  
MISCELLANEOUS

Safety Incentive Program. The City may, upon approval of the City Manager, implement safety incentive, customer service incentive or other incentive programs with the goal of improving service to residents, improving health and safety of employees or reducing liability. Said incentive programs may include monetary awards or awards of merchandise to employees with awards based on employee performance. Total expenditures for the incentive programs for all City departments may not exceed \$5,000 per fiscal year.

## WAGE ADDENDUM

Effective July 1, 2017: 2.5% wage increase

Effective July 1, 2018 and July 1, 2019: The City and MMEA will negotiate the implementation of the Hay study to include the potential phasing in for positions that have been significantly upgraded. The City agrees to increase compensation a minimum of 2% for 7/1/2018 and 7/1/2019 with red-lined employees receiving a lump sum payment not added to the base.



PAY RANGE ASSIGNMENTS  
MMEA  
EFFECTIVE JULY 1, 2017

Grade	Title	Start A	6 mo B	1 yr C	2 yr D	3 yr E
1	Library Aide	9.7282 20,235	10.1634 21,140	10.6707 22,195	11.1779 23,250	11.7031 24,343
2	Parking Attendant Resident Activity Coordinator Senior Housing Maintenance Technician I	11.0038 22,888	11.7491 24,438	13.7766 28,655	15.1630 31,539	16.4624 34,242
3	Laboratory Technician Library Assistant Office Assistant	16.2688 33,839	17.1203 35,610	17.9898 37,419	18.8776 39,265	19.7110 40,999
4	Account Clerk III Production Assistant Senior Housing Maintenance Technician II Technical Secretary	17.5367 36,476	18.4246 38,323	19.3485 40,245	20.2725 42,167	21.1602 44,013
5	Accounting Specialist Residency Coordinator	18.8049 39,114	19.6201 40,810	20.4899 42,619	21.3232 44,352	22.1567 46,086
6	Downtown Event Coordinator Recreation Coordinator Treasurer's Office Staff Asst.	19.8920 41,375	21.1602 44,013	21.6856 45,106	22.5370 46,877	23.4248 48,723
7	Associate Librarian Building Maintenance Worker Clerk Staff Assistant / Elections Coordinator Customer Service Technician Payroll Coordinator Software Specialist Traffic Signal Technician Water Treatment Plant Operator	20.9610 43,599	21.9030 45,558	22.8812 47,593	23.7688 49,439	24.7289 51,436

PAY RANGE ASSIGNMENTS  
MMEA  
EFFECTIVE JULY 1, 2017

Grade	Title	Start A	6 mo B	1 yr C	2 yr D	3 yr E
8	Engineering Aide III	22.1567	23.1530	24.7289	25.1821	26.1785
	PC Technical Coordinator	46,086	48,158	51,436	52,379	54,451
	Production Director					
	Utility Worker I					
	Water Analyst					
9	Accountant	23.6782	24.7289	25.8162	26.8849	27.8995
	Electrical/Mechanical/ Maintenance Worker I	49,251	51,436	53,698	55,921	58,031
	Housing Inspector					
	Reference Librarian					
	Right-of-Way Inspector					
	Senior Housing Maintenance Coordinator					
	Software and Communication Specialist					
	Youth Services Librarian					
10	Appraiser	24.9647	26.0696	27.1749	28.3162	29.4392
	Electrical/Mechanical/ Maintenance Worker II	51,927	54,225	56,524	58,898	61,234
	Engineering Project Assistant/CAD Technician					
11	Building Inspector	26.7898	28.0036	29.2534	30.4854	31.7174
	Electrical Inspector	55,723	58,247	60,847	63,410	65,972
	Planning/Housing Technician					
	Plumbing/Heating/Mechanical Inspector					
	Senior Electrical/Mechanical Maintenance Specialist					
12	Traffic Signal Specialist					
	Chief Inspector	28.1704	29.4214	30.7076	31.9757	33.2803
	GIS Systems Coordinator	58,594	61,197	63,872	66,510	69,223

The following positions, work associated with those positions, and associated ranges continue to be represented by the Association, even though those titles are not currently being utilized: Range 2: Clerk Typist, Data Entry Clerk, Office Worker I; Range 4: Engineering Aide I, Programmer I, Recreation Staff Ass't, Senior Housing Staff Ass't; Range 5: Computer Operator/Trainer, Meter Reader; Range 6: Acquisitions Coord.; Airport Attendant, Neighborhood Services Officer, PC Technician, Programmer II, Softball Coord.; Range 7: Engineering Aide II, Meter Service Mechanic, Sr. Meter Reader; Range 8: CAD Technician, GIS Technician, Software Specialist/Web Developer; Range 9: Acquisitions & Circulation Services Coord., Software Analyst – Finance, Technical Services Librarian; Range 10: Programmer/Analyst.

## INDEX

	Page
Act of God.....	22
Agreement.....	5
Amounts of Life Insurance.....	48
Annual Buy-Out.....	49
Arbitration by other than the American Arbitration Association.....	43
Arbitration by the American Arbitration Association.....	42
Assignments.....	10
Association Activities.....	53
Ban on Rehire.....	47
Base Rate.....	15
Call-In.....	22
Certificate Bonus.....	16
Compensation.....	15
Death Due to Duty Injury.....	51
Deferred Retirement.....	51
Definition of Dependent.....	52
Definitions (Filling Vacancies).....	10
Demotions (Pay Policies).....	16
Direct Deposit.....	18
Disabled Employees.....	51
Disciplinary Actions.....	46
Divorce.....	51
Dues or Service Fee Deduction.....	54
Duration (Contract).....	61
Duration (Health Ins).....	49
Duration (Life Ins).....	48
Employee Layoff, Termination or Suspension.....	44
Evaluation of Personnel.....	7
Evaluation System.....	19
Filling of Vacancies.....	10
Funeral Leave.....	34
General Condition of Appeals to Arbitration.....	43
General Provisions (Grievance).....	40
General (Insurance).....	48
Grievance Procedure.....	40
Grievance Procedure Step 1.....	41
Grievance Procedure Step 2.....	41
Grievance Procedure Step 3.....	41
Grievance Procedure Step 4.....	42
Grievance Procedure Step 5.....	42
Health Insurance.....	48
Health Insurance (All Full-Time).....	48
Holidays.....	25
Holidays and Holiday Pay.....	25

Holidays – Odd Schedule.....	25
Holidays – Weekends.....	25
In-Lieu of Benefits Pay.....	27
Insurance.....	48
Introduction.....	7
Job Descriptions.....	19
Job Evaluation .....	19
Layoff.....	44
Leaves – Generally.....	28
Leaves of Absence Without Pay.....	37
Leaves of Absence.....	28
Life Insurance.....	48
Longevity Pay.....	18
Management Rights.....	59
Meal Periods.....	22
Medicare Requirement.....	52
Military Leave.....	36
Miscellaneous (Incentive Programs).....	62
New Appointments (Pay Policies).....	16
New Hire.....	9
No Strike – No Lockout.....	56
Non-Duty Injury Resulting in Death.....	51
Odd Schedule Easter Premium.....	25
Odd Schedule.....	23
Officers and Representatives.....	53
On-Call.....	24
Open Competitive.....	13
Outside Employment.....	47
Overtime.....	23
Parental Leave.....	35
Part-Time Benefits.....	27
Part-Time, Day after Thanksgiving.....	26
Pay Policies for Status Changes.....	16
Pay Range Assignments.....	64
Personal Leave.....	30
Personnel Rules.....	7
Prescription Drug Coverage.....	49
Probation for Promotion.....	8
Probationary Appointment.....	8
Promotion (Filling of Vacancies).....	11
Promotions (Pay Policies).....	16
Rate Progression.....	15
Reclassification.....	19
Recognition .....	6
Recognition – Association .....	6
Recognition – City of Midland .....	6
Reinstatement.....	11
Residency.....	24
Resignation.....	45

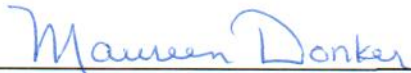
Rest Periods.....	21
Retirees.....	50
Retirement.....	57
Right to Discipline.....	56
Savings.....	60
Scope (Compensation).....	15
Shift Premium.....	22
Show-up Time.....	22
Sick Leave Utilization.....	32
Sick Leave with Pay.....	30
Signature Page.....	69
Special Leave.....	37
Suspension and Discharge.....	46
Temporary Work Assignments.....	13
Union/Administration Meetings (Grievance).....	40
Use of City Facilities and Equipment.....	53
Vacation Leave.....	29
Voluntary Shift Trade.....	24
Volunteer Training Benefits.....	17
Wage Addendum.....	63
Work by Employees.....	56
Work Day Scheduling.....	21
Work Stoppage.....	56
Working Out of Class .....	15
Workweek and Hours of Work.....	21
Workweek.....	21

SIGNATURE PAGE

IN WITNESS WHEREOF, the City of Midland, a Michigan Municipal Corporation, and the Midland Municipal Employees Association, by their representatives have hereunto signed their names to this Agreement to be effective July 1, 2017.

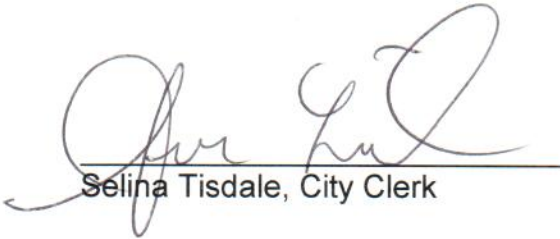
FOR THE CITY OF MIDLAND

FOR THE MIDLAND MUNICIPAL  
EMPLOYEES ASSOCIATION



Maureen Donker, Mayor

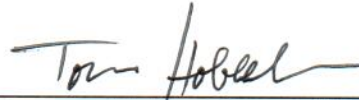
Melanie Larson, President



Selina Tisdale, City Clerk



Jack Armstrong, Committeeperson

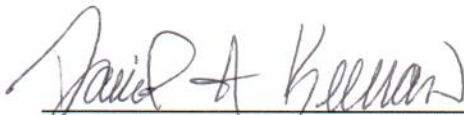


Thomas Hoblet, Committeeperson

APPROVED BY:



Doug Ward, Committeeperson



David Keenan, Interim City Manager