

CITY OF BIG RAPIDS  
PERSONNEL POLICY AND  
PROCEDURE MANUAL  
FOR  
NON-BARGAINING EMPLOYEES

Up-dated through August 2021

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## **INTRODUCTION**

Welcome new employee!!

On behalf of your colleagues, I welcome you to THE CITY OF BIG RAPIDS and wish you every success here.

We believe that each employee contributes directly to THE CITY OF BIG RAPIDS' growth and success, and we hope you will take pride in being a member of our team.

THE CITY OF BIG RAPIDS has prepared this Employee Handbook to help its employees learn more about THE CITY OF BIG RAPIDS and its operation. It is being provided to each employee, and is intended for informational purposes only. It contains many of the more important policies relating to the nature of your employment relationship with THE CITY OF BIG RAPIDS. It also contains many of the more important rules, practices and procedures of THE CITY OF BIG RAPIDS that must be followed by its employees. It does not contain, however, all of the information concerning THE CITY OF BIG RAPIDS or its operations that you will need to know during the course of your employment. You will receive additional information from time to time through various notices.

Each employee of THE CITY OF BIG RAPIDS is expected to know and understand what is contained in this Employee Handbook. If you have any questions, please contact the Human Resources.

This Employee Handbook supersedes any and all prior employee handbooks and employment policies, practices and procedures of THE CITY OF BIG RAPIDS, oral or written, and rescinds any prior employee handbooks or employment policies, procedures and practices of THE CITY OF BIG RAPIDS previously in effect.

We hope that your experience here will be challenging, enjoyable, and rewarding. Again, welcome!

Sincerely,

Human Resources

## **EMPLOYMENT RELATIONSHIP/RIGHTS**

### A. Employment Relationship

THIS EMPLOYEE HANDBOOK IS NOT INTENDED TO BE A CONTRACT OF EMPLOYMENT. THE EMPLOYMENT RELATIONSHIP IS TERMINABLE AT THE WILL OF EITHER THE CITY OF BIG RAPIDS OR THE EMPLOYEE. Just as you have the right to terminate your employment at any time for any reason, THE CITY OF BIG RAPIDS retains the right to terminate your employment and compensation with or without cause, and with or without notice, at any time, at its option except that the City will endeavor to give the terminated employee 14 calendar days notice. Nothing contained in the Employee Handbook or any document published by THE CITY OF BIG RAPIDS shall in any way modify the above policy, and it cannot be modified by any oral or written promises, representations or statements made by anyone employed by the City Manager and the employee specifically waiving this policy. All policy statements, manuals, notices and other documents issued by THE CITY OF BIG RAPIDS shall be interpreted consistently with THE CITY OF BIG RAPIDS' right to terminate the services of any employee, with or without cause, at any time.

### B. Employee Compliance with Rules

In consideration for your employment at THE CITY OF BIG RAPIDS, each employee must agree to conform to those rules and regulations contained in this Handbook, and those which may be announced from time to time by THE CITY OF BIG RAPIDS governing the conduct of its employees. Such rules and regulations, however, may not cover all circumstances, and shall not alter the fact that the employment relationship is terminable at the will of either party.

### C. Changes in Policies

Any and all policies and statements in this Handbook are subject to unilateral change in whole or part by THE CITY OF BIG RAPIDS at any time. THE CITY OF BIG RAPIDS retains the right to change, modify, suspend, interpret or cancel, in whole or in part, any of its published or unpublished personnel policies, practices or procedures or an employee's compensation or benefits, without advance notice, in its sole discretion,

without having to give cause or justification or consideration to any employee. Recognition of these rights and prerogatives of THE CITY OF BIG RAPIDS is a term and condition of employment and of continued employment.

D. Rights of THE CITY OF BIG RAPIDS and Its Employees

1. The Employer, THE CITY OF BIG RAPIDS, (hereinafter referred to as "Employer") through its City Manager, retains the sole and exclusive right to manage and operate THE CITY OF BIG RAPIDS in all of its operations and activities. The enumeration of management rights in this section is not to be construed as being all inclusive, but rather is an indication of the nature of the rights inherent in management.

2. The Employer has the right to operate and manage its affairs, to direct and evaluate its work force, to maintain order and efficiency, and to determine all matters pertaining to the services to be furnished and the methods, procedures and means, required to provide such services; and in all respects to carry out the ordinary and customary functions of THE CITY OF BIG RAPIDS management.

3. The Employer has the exclusive right to establish work rules and regulations governing the conduct of Employees, to set standards, and to require the observance of such rules, regulations and standards.

4. The Employer has the right to establish work schedules, to determine the hours of work, including starting and quitting time and length of work week; and to determine methods, processes and procedures by which work is to be performed. Specific responsibilities of each Employee will be spelled out in his/her job description, with the understanding and acknowledgment by Employee that Employer may modify or adjust said specific responsibilities as, from time to time, deemed necessary by Employer.

5. In addition to such modifications of Employee responsibilities as may, from time to time, be reasonable and necessary, both Employer and Employee recognize that there may arise emergencies within THE CITY OF BIG RAPIDS that require modification of work assignments of Employees in order to meet the demand of an emergency. An

emergency shall include, but not be limited to, any circumstance which calls for immediate action, using as examples severe storms, floods, or other acts of nature, riots, or declaration of emergency called by any governmental official authorized to do so.

6. Just as an Employee may resign or terminate his/her employment at any time and for any reason, THE CITY OF BIG RAPIDS, as Employer, because of legal considerations, reserves the right to release Employee at any time for any reason, with or without cause or notice.

E. Claims

Any action or suit against THE CITY OF BIG RAPIDS arising out of employment or termination of employment, including but not limited to, claims arising under State or Federal civil rights statutes, must be brought within 180 days of the event giving rise to the claims or be forever barred. Any limitation periods to the contrary are waived by the employee. Employee further agrees that if he/she should bring any action or claim arising out of his/her employment against THE CITY OF BIG RAPIDS in which THE CITY OF BIG RAPIDS prevails, the employee will pay to THE CITY OF BIG RAPIDS any and all such costs incurred by THE CITY OF BIG RAPIDS in defense of said claims or actions, including actual reasonable attorney fees.

## **PURPOSE**

The City of Big Rapids, in extending services to its citizens, acknowledges that the well-being of its employees is essential to maintaining a high standard of operation. A sound management/employee association makes it possible for the City and its employees to develop and provide quality municipal services in the community. The policies and procedures set forth in this manual are intended to establish an efficient, equitable and functional system of personnel administration based on at-will principles which shall govern employment and other related matters.



## **PERSONNEL ADMINISTRATION**

Section 1.10 - The City Commission shall be the ultimate policy making authority for the City of Big Rapids in matters pertaining to personnel administration.

Section 1.20 - The City Manager is charged by the City Commission with ensuring the fair administration of the City's Human Resource program. Within this handbook, "the City" shall mean the City Manager or his designate. According to Section 3.10 (g) of the City Charter, the function of the Personnel Director (the City Manager or his designate) is to aid in the formulation of personnel policies, to develop procedures, and administer policies and procedures with the aim of facilitating personnel administration for the operating departments. For administrative clarity, this person's title shall be Human Resources Coordinator.

Section 1.30 - The policies and procedures set forth herein shall not be construed as limiting in any way the power and authority of any Department Head to make departmental rules and regulations governing the conduct and performance of employees. However, departmental rules and regulations shall not conflict with provisions of the City's Personnel Policy and Procedure Manual. Such rules and regulations, when approved by the City Manager and distributed to the employees, shall have the force and effect of policies of that department and disciplinary action may be based upon breach of any rules and regulations.

## **EMPLOYEE CATEGORIES**

Section 2.10 - It is the intent of CITY OF BIG RAPIDS to clarify the definitions of employment classifications so that employees understand their employment status and benefit eligibility. These classifications do not guarantee employment for any specified period of time. Accordingly, the right to terminate the employment relationship at will at any time is retained by both the employee and CITY OF BIG RAPIDS.

- (1) Each employee is designated as either NONEXEMPT or EXEMPT from federal and state wage and hour laws. NONEXEMPT employees are entitled to overtime pay under the specific provisions of federal and state laws. EXEMPT employees are excluded from specific provisions of federal and state wage and hour laws.

In addition of the above categories, each employee will also be classified within one of the following employment categories:

- (A) REGULAR FULL-TIME employees are those who are not in a temporary or training status and who are regularly scheduled to work CITY OF BIG RAPIDS' full-time schedule. Generally, they are eligible for CITY OF BIG RAPIDS' benefit package, subject to the terms, conditions, and limitations of each benefit program, as may be modified by CITY OF BIG RAPIDS from time to time in its discretion.
- (B) PART-TIME employees are those who are not assigned to a temporary or training status and who are scheduled to work on a non-regular basis. While they do receive all legally mandated benefits (such as Social Security and workers' compensation insurance), they are ineligible for all of CITY OF BIG RAPIDS' other benefit programs except paid sick leave.
- (C) TRAINING employees are those whose performance is being evaluated to determine whether further employment in a specific position or with CITY OF BIG RAPIDS is appropriate. Employees who satisfactorily complete the training period will be notified of their new employment classification.
- (D) TEMPORARY employees are those who are hired as interim replacements to temporarily supplement the work force or to assist in the completion of a specific project. Employment assignments in this category are of a limited duration. Employment beyond any initially stated period does not in any way imply a change in employment status. Temporary employees retain that status unless and until notified of a change. While temporary employees receive all legally-mandated benefits (such as social security and workers'

compensation insurance), they are ineligible for all of CITY OF BIG RAPIDS' other benefit programs

- (E) SEASONAL - An employee who works a limited number of continuous months during the year. While seasonal employees receive all legally-mandated benefits (such as social security and workers' compensation insurance), they are ineligible for all of the CITY OF BIG RAPIDS' other benefit programs.
- (F) UNPAID - An employee shall be considered on an unpaid leave of absence as defined in the various sections of this manual.

Any employee who is on an unpaid leave of absence, except for family leave, shall not accumulate fringe benefits during such absence and shall assume the required premiums for insurance benefits, if they are to be continued, commencing the first day of the month next succeeding the month in which the leave commences.

## **EQUAL OPPORTUNITY**

Section 3.10 - The City of Big Rapids shall recruit and select the best qualified persons for employment, promotion, and transfer based on their relative knowledge, skills, abilities, and ability to perform the essential job functions without regard to political affiliation, race, color, national origin, sex, religious creed, age, disability, marital status, weight, or height.

## **CITY EMPLOYMENT**

Section 4.10 - Human Resources shall serve as a central clearing house for all appointments to regular full-time, part-time, training, temporary, and seasonal employment.

Section 4.15 - Individuals seeking employment with the City are required to complete an application for employment form, as provided by

the City, and return it to Human Resources. Applications for employment will remain on file with the City for a period of one (1) year.

Section 4.20 - Immediate family relations of the Mayor, Commissioners, or City Manager currently in office shall not be hired by the City or one of its Charter created boards. Supervisors shall not supervise their immediate family relations. Immediate family relations shall mean spouse, child, parent, sister, brother, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grand-parent, and/or grandchild. This section shall not require the dismissal of existing City employees upon the election or appointment of an immediate family relation to one of the offices or positions listed above.

Section 4.25 - Promotions within a given department may be filled by a promotion from among qualified employees within the same department, as outlined in Section 5.10 to Section 5.80, Promotions. The factors in determining promotions will be on employee's qualifications and abilities to effectively discharge the position's duties and responsibilities.

Section 4.30 - An employee shall have the privilege of requesting a transfer to another department at any time there is an existing vacancy for which he/she is qualified, as outlined in Section 6.10 to Section 6.80, Transfers. The City will determine if an employee is qualified for such a vacancy and may transfer the employee at its sole discretion.

Section 4.35 - When a vacant position exists, not covered by a collective bargaining agreement, the City will advise non-bargaining unit employees of the vacancy and shall review the feasibility of filling the vacancy by promotion from within the department or by transfer of a current employee from another department.

Section 4.40 - If the City determines that there are no suitable employees available for promotion or transfer under Section 4.35, the City will advise all municipal employees of the vacancy and the City shall review the feasibility of filling the vacancy by promotion from another departments.

Section 4.45 - If the City determines that there are no suitable current municipal employees available for promotion or transfer to the position, the position will be filled by appointment from applicants other than municipal employees.

Section 4.50 - The City's appointment selection process may include, but not be limited to the following: (1) public announcement of the vacancy, (2) review of applications on file with the City, (3) screening of applicants for qualifications, (4) employment examinations, (5) conduct of personal interviews, and (6) recommendations of departmental supervisor.

Section 4.55 - A candidate for employment may be disqualified from the selection process for not possessing the minimum qualifications as established by the City, making false statements, or any other just cause.

Section 4.60 - Where appropriate, the City may reimburse candidates for management, professional, and supervisory positions for the following interview expenses:

- (1) up to \$200 or actual coach fare on a regularly scheduled airline, whichever is less;
- (2) rental car;
- (3) lodging and meals (if required); and/or
- (4) personal automobile expense at the City's current mileage reimbursement rate.

Section 4.65 - The City Manager may authorize partial or full reimbursement of moving expenses to newly appointed management and professional level employees upon completion of the training period. Said reimbursement shall be negotiated at the time of appointment and shall be consistent with the practices of local business and industry.

Section 4.70 - Re-Employment

- (1) Former regular full-time employees of the City shall be required to compete for a position with any other qualified applicants.
- (2) Former employees who have been terminated from City service or who left not in good standing shall not be considered for reappointment.
- (3) For the purpose of calculation of fringe benefits other than retirement, re-employed individuals shall be considered new employees.

### Section 4.75 - Regular Appointment

- (1) A newly hired employee shall be appointed to a position only upon the successful completion of the training period, the favorable written recommendation of the employee's immediate supervisor and the concurrence of the City Manager.
- (2) Appointments shall be contingent upon the person having current and continuous telephone service.

### Section 4.80 - Temporary Appointment

- (1) A temporary appointment indicates the employee is to work for the City for a period of less than six (6) consecutive months. An employee appointed temporarily may receive one (1) six (6) month extension only.
- (2) Temporary employees may be discharged at the discretion of the City or when the work for which they were hired is completed. Discharged temporary employees shall not have the right to appeal such action under the grievance procedure.

## **PROMOTION**

Section 5.10 - A promotion is moving from one job classification to another which has a higher salary than the first. The City Manager and Department Heads are encouraged to fill vacancies by promotion.

Section 5.20 - Employees are eligible for promotion only after they have completed their initial training period and/or met the requirements for promotion eligibility.

Section 5.30 - Employees have the right to reject a promotion offer and remain in good standing in their present position.

Section 5.40 - A promoted employee shall be appointed to a position only upon the successful completion of the training period, the favorable

written recommendation of the employee's immediate supervisor and the concurrence of the City Manager.

Section 5.50 - Employees who are promoted retain rights to their prior position until successful completion of training period.

Section 5.60 - The rights to previously earned benefits such as longevity, vacation, sick leave, etc., are unaffected by promotion.

Section 5.70 - Employees returned to their former positions due to unsatisfactory job performance or restored to their positions at their request during the training period shall not have the right to appeal such action under the grievance procedure.

Section 5.80 - Time spent in an "acting" capacity prior to receiving the appointment to that position shall be considered as time toward meeting the training requirement for that position. In order to qualify there shall be no interruption between the "acting" assignment and the effective date of the promotion.

## **TRANSFERS**

Section 6.10 - A transfer is moving from one job classification to another which has the same salary range as the first. A vacant job classification must exist in order to effect a transfer.

Section 6.20 - Employees are eligible for transfer only after they have completed their initial training period and/or met the requirements for transfer eligibility.

Section 6.30 - To be transferred, the employee shall meet the qualifications of the new job classification.

Section 6.40 - A transferred employee shall be appointed to the position only upon the successful completion of the training period, the favorable written recommendation of the employee's immediate supervisor and the concurrence of the City Manager.

Section 6.50 - Employees who are transferred retain rights to the prior position until successful completion of the training period.

Section 6.60 - The rights to previously earned benefits such as longevity, vacation, sick leave, etc., are unaffected by the transfer.

Section 6.70 - Employees returned to their former positions due to unsatisfactory job performance or restored to their former positions at their request during the training period shall not have the right to appeal such action under the grievance procedure.

Section 6.80 - Time spent in an "out-of-title" capacity prior to the effect of the transfer shall be considered as time toward meeting the training requirement for that position. In order to qualify for this there shall have been no break between the "out-of-title" assignment and the effective date of transfer.

## **LAYOFF/RECALL**

Section 7.10 - Employees may be laid off when a position is abolished, or as a result of lack of work or funds. Competition for retention is limited to employees holding similar positions. Selection shall be based first on performance and then on seniority of service. The City shall give fourteen (14) calendar days notice to all employees subjected to a layoff. Layoffs are not considered disciplinary action.

Section 7.20 - When conditions leading to the layoff/reduction-in-force have changed to cause an increase in the work force, those laid off may be called back in inverse order of the layoff.



## **TRAINING/PROBATIONARY PERIOD**

Section 8.10 - All newly hired, full/part-time, promoted, demoted or transferred employees shall begin a training period of twenty-six (26) work weeks of continuous employment only after being certified medically fit to perform the duties of the position. This period is expressly understood to be part of the selection process. During this time employees will be required to demonstrate their fitness for the position prior to receiving permanent appointment.

Section 8.20 - An employee's training period shall not be affected as the result of being transferred to another position prior to completion of the training period; verification of satisfactory performance in the new position by the City will constitute verification of satisfactory performance in the original position.

Section 8.30 - At any time during the training period when an employee is about to be laid off due to a reduction in the work force, the City may demote or promote such employee in lieu of lay-off if the employee is otherwise qualified and work is available. The training period shall include the period of training required for a promotional appointment. No demotion will be made if it will result in the separation of any other employee with longer service. If a training employee is laid off and subsequently recalled to work within a period of ninety (90) calendar days, the individual shall be credited with prior training time and shall complete the remainder of the training period upon recall.

Section 8.40 - At least ten (10) working days prior to the expiration of an employee's training period, the City shall inform the employee whether or not he/she has been recommended for continued employment.

Section 8.50 - At any time during the training period an employee may be discharged at the discretion of the City. An employee discharged during the training period shall not have the right to appeal such action under the grievance procedure.

Section 8.60 - All new employees serving an initial training period shall accrue both sick leave and vacation leave.

## **OUT-OF-TITLE ASSIGNMENTS**

Section 9.10 - The City may assign an employee temporarily to another job classification when it is in the best interest of the City. In no case shall an employee be assigned to another classification for more than ninety (90) days without the concurrence of the City Manager.

Section 9.20 - Employees may be assigned to another job classification with a higher rate of pay. They shall be deemed qualified by the City to hold the position. Their rate of pay for the first twenty (20) working days shall be that of their original position. On each day thereafter the employee while serving in the new classification shall advance to the next pay rate which will provide an increase in pay.

Section 9.30 - Employees may be assigned to another job classification with a lower rate of pay. They shall retain their current pay until returned to their original job classification.

## **DEMOTIONS**

Section 10.10 - A demotion is moving from one job classification to another which has a lower salary than the first. Employees requesting a voluntary demotion shall retain no rights to the previously held position.

Section 10.20 - A demoted employee shall be appointed to a position only upon the successful completion of the training period, the favorable written recommendation of the employee's immediate supervisor and the concurrence of the City Manager.

Section 10.30 - The rights to previously earned benefits such as longevity, vacation, sick leave, etc., are unaffected by the demotion.

Section 10.40 - Demotions made for disciplinary reasons may be grieved. Otherwise, demotions shall not be subject to appeal.

## **DISMISSAL**

Section 11.10 – The City Clerk, City Treasurer and City Assessor serve at the pleasure of the City Commission. Their employment can be terminated at any time with or without cause by the City Commission.

The Director of Public Works, Information Technology Manager and Community Development Director serve at the pleasure of the City Manager. Their employment can be terminated at any time with or without cause by the City Manager.

The Police Chief and Fire Chief serves at the pleasure of the City Manager. The Chief's employment can be terminated at any time with or without cause by the City Manager, with the concurrence of at least three (3) members of the City Commission.

If termination occurs without cause, department heads shall be entitled to a minimum of one-hundred eighty (180) calendar days notice, one-hundred eighty (180) calendar days salary or a combination thereof.

Gross negligence or misconduct of department heads within the scope of their employment with the City shall relieve the City of any obligation to provide notice or severance payments described herein, if such gross negligence or misconduct is the basis for the termination of the department head.

In the event that a department head attempts to file a lawsuit or other claim against the City of Big Rapids or its officers or employees arising out of an alleged breach of any employment terms and/or conditions, any severance payments made by the City shall be tendered back to the City as a precondition to filing suit. This provision shall not apply to workers compensation or unemployment claims.

Should the City Commission/City Manager seek to terminate a department head's employment in any case other than official misconduct, the department head shall first be offered the opportunity to resign. The voluntary resignation option will be discretionary in other cases.

## **DISABILITY**

Section 12.10 - An employee may be transferred, demoted or separated for disability when the employee cannot perform the essential job functions of the position because of physical or mental impairment.

Section 12.20 - Employees unable to perform the essential job functions of their position due to disability may be transferred or demoted to a position for which they are able to perform the duties and shall be compensated in accordance with the rate for that position. If such a position is not available, an employee may continue on any approved leave, if available; otherwise, the employee shall be placed on unpaid status. Employees on unpaid status who do not return to work and cannot perform their duties within one (1) year of the date of disability shall be separated from employment.

## **JOB DESCRIPTIONS**

Section 13.10 - A job description shall be prepared and maintained for each authorized job in City service. It shall include, as a minimum, the title of the job, a brief description of the job, an example of the duties performed or listing of key areas of responsibility, a listing of the knowledge skills, ability, education, experience, and, if required of the job, any special requirements expected of the job holder.

## **HOURS OF WORK**

Section 14.10 - Departments shall observe working hours necessary to perform the services required as determined by the City Manager in consultation with the appropriate department head.

Section 14.20 - Department heads shall work such hours as are required by the City Manager and as may be necessary to complete their responsibilities in a satisfactory and efficient manner.

Section 14.30 - A work week of forty (40) hours in a seven (7) day period shall be the standard for all employees, except as otherwise provided. This shall not be construed as a guarantee of hours of work per day or per week or of days of work per week, except that employees entitled shall be paid for hours they are required by the City to remain on the job.

Section 14.40 - The scheduling of each employee's hours of work, break and meal time shall be the responsibility of the employee's department head.

Section 14.50 - It is expected that salaried employees will work as many hours as needed to complete the work and supervision assigned to them. It is anticipated that they will work a minimum of 80 hours in a two-week period for which they will be paid on a bi-weekly basis. While the public expects that the office will be covered on an 8:00 a.m. to 5:00 p.m. basis and that salaried employees will work the majority of their time within these hours, time may be flexed to accommodate meetings, evening or morning work. If salaried employees do not work 80 hours within a two-week period, they must account for their time through the benefits extended to them with sick, vacation, personal time or holidays. Hours worked over the minimum of 80 may not be carried over as comp time into another work period.

## **ATTENDANCE**

Section 15.10 - City employees shall be on duty at the times scheduled by their department heads unless they receive authorized leave.

Section 15.20 - An employee who is absent without permission and who fails to return to duty within forty-eight (48) hours shall be deemed to have resigned the position. Such separation is not in good standing.

## **OVERTIME**

Section 16.10 - Employees may be required and/or requested to work a reasonable amount of overtime to carry out their job duties.

Section 16.20 - Nonexempt employees shall receive compensation equal to a rate of one and one-half (1-1/2) times their normal hourly rate for each hour worked over forty (40) hours in any pay period.

Section 16.30 - Exempt employees shall receive no compensation for any hours worked over forty (40) hours in any pay period.

## **CALL BACK**

Section 17.10 - Full-time, nonexempt employees who, without advanced notice, are called to report on a non-work day for them, or who are called back to work after completing a scheduled work day and having once left the work premises, and actually report for work, shall be guaranteed two (2) hours minimum compensation in accordance with the City's overtime policy. The (2) hour minimum does not apply to employees who continue work after the end of their normal eight (8) hour day.

Section 17.20 - Call back time begins when an employee reports to duty at the work site and continues until relieved from duty.

## **REST AND LUNCH PERIODS**

Section 18.10 - Employees are entitled to a fifteen (15) minute rest period for each four (4) hours worked within a work day. Employees are entitled to a one (1) hour unpaid lunch period in a work day.

Section 18.20 - Rest periods shall not be saved and aggregated, combined with one another, or used at the beginning or end of the day. Not taking rest periods shall not reduce the work day.

Section 18.30 - Lunch periods may be shortened to one-half (1/2) hour in length with the approval of the department head, and the work day may be shortened accordingly.

## **PHYSICAL EXAMINATIONS**

Section 19.10 - A physical examination shall be required of all persons entering employment with the City. Medical examinations required by the City shall be completed by a physician of the City's choosing. If the result of such a physical examination indicates a person is unable to fulfill the essential job functions of his/her appointment, the City may cancel or amend the terms of an employment offer as deemed necessary.

Section 19.20 - Any employee may be required to undergo periodic physical examinations as deemed necessary for the health and safety of the individual or to protect the health and safety of other employees.

Section 19.30 - The City shall pay the cost of all medical examinations required under this Section when such examinations are ordered by the City.

## **PERFORMANCE EVALUATIONS**

Section 20.10 - Progress evaluations shall be conducted on all employees serving the six-month training period (Section 8.10) at five months. Two (2) successive ratings showing performance as "Unacceptable" may be grounds for dismissal (new hire) or, if holding a training promotional position, restoration to the previous position.

Section 20.12 - New, promoted or transferred employees beginning at Step 1 of any compensation level will be evaluated under the established performance appraisal process after serving the six (6) months training period. The next performance evaluation will be conducted on their anniversary date of hire. The next performance appraisal will be conducted at the same time performance appraisals are done for all other employees.

If the six-month performance evaluation of an employee serving a training period results in a performance rating of “Unacceptable”, the employee will be reevaluated within 90 days. Two (2) successive ratings showing performance of “Unacceptable” may be grounds for dismissal (new hire) or, if holding a training promotional or transfer position, restoration to the previous position.

Section 20.15 - A new, promoted or transferred employee, not starting at Step 1 will receive a performance evaluation after the six (6) months training period to determine the employee’s progress in the new position. Thereafter, performance appraisals will be conducted annually. Two (2) successive ratings showing a performance of “Unacceptable” may be grounds for dismissal (new hire) or, if holding a training promotional position, restoration to the previous position.

Section 21.20 - Performance evaluations shall be conducted annually for all regular part-time, job-share and full-time employees who are not serving a training period. An “Unacceptable” rating on this evaluation will require that another performance evaluation be conducted within six (6) months. Two (2) successive ratings showing a performance score of “Unacceptable” may be grounds for dismissal.

Section 21.30 - If an employee receives an exceptional or excellent rating on their annual performance appraisal, they will be eligible for a merit bonus of five hundred (\$500) or two hundred fifty dollars (\$250) respectively; payable upon approval or authorization of the City Manager.

## **EMPLOYEE DEVELOPMENT**

Section 22.10 - The City Manager and department heads shall promote and foster training and development of City employees for the purpose of improving the quality of service to the City, equipping employees for career development within the service of the City, and providing a reservoir of occupational skills necessary to meet the City's current and future needs.



## **TRAINING**

Section 23.10 - The City Manager shall ensure that all employees are provided with training sufficient to perform the duties of the job.

Section 23.20 - The expenses associated with training required by the City or at an employee's request with the department head's approval, when such request is in the City's best interest, shall be paid by the City.

Section 23.30 - Payment for time spent in City sponsored training shall be made in compliance with applicable federal and state regulations.

## **TUITION REIMBURSEMENT**

Section 24.10 - All regular full-time employees attending post-high school education sessions may be reimbursed for tuition expense only, subject to the availability of funds within the City Budget and not limited to the following conditions:

- (1) Course work shall be relevant to the needs of the City and shall be approved in advance in writing by the employee's department head and by the City Manager.
- (2) Employees must earn a grade of "C" or better at a baccalaureate level institution or below, and a grade of "B" or better at a post-graduate level institution.
- (3) Tuition shall not be reimbursed if an employee is eligible for assistance under other programs such as, G.I. Bill.
- (4) Attendance at class shall not interfere with the employee's position.

## **FACULTY LEAVE**

Section 24.20 - Regular full-time employees may act as faculty for various city government related professional and educational organizations and if done during working hours shall be charged to vacation or personal leave.

- (1) The employee acting in a faculty role receives no monetary compensation from the City for this service.
- (2) The course taught must be given by a recognized professional and/or educational organization.
- (3) The faculty experience shall not interfere with the employee's responsibilities and position.

## **PROFESSIONAL DUES**

Section 25.10 - Employees shall have their dues for membership in professional and vocational organizations paid by the City subject to the following conditions.

- (1) such membership benefits the City by helping the employee complete assigned duties and responsibilities;
- (2) the department head approves; and
- (3) the funds are provided for within the City Budget.

## **DIRECT DEPOSIT**

Section 25.20 - Employees will utilize the direct deposit services for the City bi-weekly payroll checks and all other wage and benefits payments. Employees will provide their appropriate bank information to Payroll.

## **CONDUCT OF EMPLOYEES**

Section 26.10 - All employees of the City are expected to conduct themselves properly, with decorum, and treat co-workers, supervisory and management personnel, and the public with respect. Specific Work Rules guiding employee conduct have been adopted.

Section 26.20 - All employees are required to attire themselves in a fashion which will reflect a positive image. Uniforms shall be required when specified. Attire for non-uniform employees shall be clean, tasteful, and appropriate to the job.

Section 26.30 - Employees shall not air their employment/personnel grievances or appeals to the Mayor and/or City Commissioners. An employee's course of action is through City approved grievance and appeal processes. Unless approved by the City Manager, employees shall not appear before the City Commission, except when such appearance is as any citizen of the City would have an opportunity or right to appear.

Section 26.40 – Employees are expected to present a suitable and well-groomed appearance at all time and that their dress will be appropriate for their positions.

## **CONFLICT OF INTEREST**

Section 27.10 - No officer of the City shall have any financial interest, directly or indirectly, (other than the common public interest) in the profit of any contract, job, work or service to be performed by the City, nor shall he stand as surety or give any bail or sign or appearance bond required by the ordinances of the City. To this end, all officers and/or department heads shall be required to complete a statement of disclosure indicating financial interests in other private endeavors.

In accordance with State Statute MCL 15.30 "standards of conflict for public officers and employees", said conflict of interest identified previously shall be prohibited.

Section 27.20 - Whistleblower Statute. Any employee or officer who raises a "conflict of interest" issue should be protected from any penalty or pressure resulting from reporting such a conflict of interest. The "Whistleblower" Statute MCL 15.361-15.369 shall provide protection and guidance for any CITY OF BIG RAPIDS employee.

## **USE OF CITY PROPERTY**

Section 28.10 - Any employee found responsible for damage to or loss of City property through negligence or abuse shall be subject to disciplinary action and may be required to reimburse the City for such damage or loss.

Section 28.20 - City equipment, facilities, materials, or supplies shall not be used by employees outside of City work activities.

## **POLITICAL ACTIVITIES**

Section 29.10 - Employees shall not participate in political activities while working or otherwise engaged in the performance of official duties or while in uniform of the City. Unless restricted by state or federal law, employees may participate in political activities on personal time.

Section 29.20 - City employees elected to the City Commission shall be separated from City employment service on the Friday following such election.

## **SEXUAL HARASSMENT**

Section 30.10 - Sexual Harassment Prohibited. It is the policy of the City of Big Rapids to maintain a working environment free from all forms of sexual harassment or intimidation. Sexual harassment and sexual advances, requests for sexual favors, and other offensive verbal or physical conduct of a sexual nature are serious violations of City policy which will not be condoned or permitted.

Section 30.20 - Definition. EEOC Regulations and Michigan law have defined sexual harassment as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct or communication of a sexual nature when:

- (1) submission to such conduct is made a term or condition of employment, either explicitly or implicitly;
- (2) submission to or rejection of such conduct by an individual is used as a factor in decisions affecting such individual's employment;
- (3) such conduct has the purpose or effect of substantially interfering with an individual's employment, or creating an intimidating, hostile, or offensive employment environment.

Section 30.30 - Reporting of Sexual Harassment. Any City employee, officer or elected official who experiences or witnesses an action or atmosphere of sexual harassment should report the situation to his or her supervisor or one of the persons designated below. Any City employee, officer or elected official who is aware of behavior or practice in any department of the City that may constitute actual or potential circumstances of sexual harassment should report the behavior or practices to one of the persons designated below.

The first person to whom a report of sexual harassment should be made is the supervisor of the offended employee. The initial report can be made by the offended person or a witness. If the supervisor is the offending party, or if the supervisor is not receptive to the complaint for any reason, the report should be made to one of the persons designated below.

Reports of sexual harassment can also be made directly to Human Resources, or the City Manager. If, for some reason, the report cannot be made to a supervisor, Human Resources, or the City Manager, the report shall be made to the City Attorney.

Supervisors to whom a complaint or report of sexual harassment has been made shall prepare and submit a written memorandum of the incident to Human Resources or City Manager within 24 hours of having received the complaint or report.

Section 30.40 - Investigation. All complaints or reports of sexual harassment will be investigated promptly by the City. No officer, employee or elected official will be penalized, reprimanded, or disciplined for making a good faith complaint or report of sexual harassment. The general results of the investigation will be disclosed only to those individuals directly involved.

Section 30.50 - Discipline. Any employee or appointed official who violates the City's policy prohibiting sexual harassment will be subject to appropriate disciplinary action, up to and including discharge. The failure to report sexual harassment may result in disciplinary action, up to and including discharge.

Section 30.60 - Attitude and Awareness. "Sexual Harassment" is a phrase that describes an evolving standard of behavior applicable to our work place. An attitude of respect for fellow workers, combined with an increased awareness of all employees, will help prevent actual incidents of sexual harassment.

## **JOB SHARING**

Section 31.10 - When the interests of the City are served, any full-time position may be shared by two (2) people. Job sharing shall be considered as two (2) people filling a single full-time position. Benefits shall be prorated according to hours worked.

## **DE MINIMUS BENEFITS**

Section 32.10 - Employee compensation may include additional de minimus benefits as provided within the annual budget.

## **CLASSIFICATION PLAN**

Section 33.10 - A classification plan will be maintained by the City to provide standardization and classification of all positions in the City. The City may elect to establish, combine, modify or abolish positions as it deems to be in the best interest of the City.

Section 33.20 - The purpose of the classification plan shall include, but not be limited to: (1) providing like pay for like work, (2) establishing educational work experience, qualifications and standards for recruiting, testing, and other selection purposes, (3) providing the City with a means of analyzing work distribution, areas of responsibility, lines of authority, and other relevant relationships between individual and groups of positions, (4) establishing lines of promotional opportunity, (5) providing uniform and meaningful titles for all positions, and (6) providing the fundamental basis of the compensation plan and other aspects of the City's Human Resource program.

## **PAY PLAN**

Section 34.10 - The City shall compensate its employees in a manner which assigns all jobs in City service to a rate of pay factored on relative difficulty, responsibilities, qualifications, prevailing rates of pay, cost of living factors, financial policy of the City, and other economic and job considerations. This plan will ensure that persons holding the same or similar positions in the City service are compensated equitably.

## **INITIAL WAGE**

Section 35.10 - Normally, employees will be hired at the lowest set wage for a job classification. With the approval of the City Manager, an employee may be hired at a higher wage when factors dictate such a circumstance.

## **CHANGES TO BASE SALARY**

Section 36.10 - The City will endeavor to maintain the employees' pay at par with any increases in the cost of living, but will not jeopardize the City's financial integrity to do so. Such cost of living adjustments are subject to annual approval by the City Commission with approval of the City budget.

Section 36.20 - The City Manager shall be responsible for reviewing all factors affecting the City's employee compensation plan and recommending such changes in the plan as are pertinent to the fairness and adequacy of the plan. These recommendations shall become an integral part of the City Manager's annual budget submitted to the City Commission.

Section 36.30 - Original appointment to any position will normally be made at Step 1 of the wage range. Advancement from the Step 1 rate within a wage range will be by successive steps. An employee beginning at the Step 1 rate within a classification will be eligible for advancement to Step 2 after twelve (12) months of continuous service and to Step 3 after an additional twelve (12) months of continuous service. Thereafter, step increases will be on the employees' anniversary date of hire.

A new employee, starting at Step 2 or above within a wage range, shall be only eligible for step increases on his/her date of hire anniversary.

A promoted or transferred employee starting at Step 2 or higher of the wage scale shall only be eligible for step increases within his/her classification on his/her promotion or transfer anniversary date.



Pay increases will become effective the first full pay period following the employee's anniversary date.

Section 36.40 - When an employee is promoted from a lower to a higher classification, he/she shall be advanced to the nearest pay step in the new classification which represents an increase over his/her current pay step at the former classification. When an employee is demoted, as outlined in Section 10.10 to Section 10.40, to a lower classification, his/her new pay rate shall be that step in the new pay range which is appropriate based upon the employee's most current length of service. Exceptions to these general rules may be made by the City, but only upon the written authority of the City Manager.

Section 36.50 - All employees will be advised of any adjustments in the City's compensation plan. When employees reach their maximum rate within their classification, they should not expect further increases until (1) they are promoted to a higher classification, or (2) a general increase is granted all employees.

Section 36.60 -To provide additional incentive and reward for outstanding service, upon recommendation of a Department Head, with the concurrence of the City Manager, the City may award at an appropriate time interval a one time bonus or a one (1) step increase in addition to the increase for which an employee is already eligible under the pay plan.

Section 36.65 – Changes in base salary are depended upon availability of funds.

Section 36.70 - Normally, all regular full-time employees will be paid on a bi-weekly basis. The Payroll Department will disburse an annual schedule reflecting bi-weekly pay dates taking into account holidays.

Section 36.80 - The City may make all deductions required by law. Each employee must have a properly executed W-4 on file. Any additional payroll deductions must be approved by payroll and authorized in writing by the employee.

## **OUTSIDE EMPLOYMENT**

Section 37.10 - For all regular full-time employees, their job with the City shall be their primary employment. The City shall not be liable for any injury to an employee while engaged in outside employment, nor for any occupational illness attributed thereto.

Section 37.20 - Employees shall not engage in employment, including self-employment outside City service which interferes or conflicts with the performance of their duties or subjects the City to public criticism or embarrassment. Decisions on conflicts of interest and public criticism or embarrassment shall be made by the City Manager in consultation with the City Attorney. If such outside employment is disadvantageous to the City, upon written notification from the City Manager, the employee shall immediately terminate such outside employment.

Section 37.30 - When working for any other public or private organization, City employees shall not wear uniforms or clothing purchased by the City or identified with City employment.

Section 37.40 - All regular full-time employees seeking additional employment outside City service shall be required to submit written notification to the City prior to accepting such a position.

## **EMPLOYEE RECORD**

Section 38.10 - Human Resources shall be responsible for maintaining records on each employee to include pertinent personnel data such as name, address, telephone number, employment classification, and current salary. Records shall also include information relative to completion of training schools, professional and technical courses, awards, and other information as deemed important by the City. All records shall be for official use only and shall not be made available for public use.

Section 38.20 - An individual is entitled to review his/her employee records, as provided under the EMPLOYEE RIGHT-TO-KNOW ACT.

Section 38.30 - Employees shall be responsible for reporting any pertinent personnel data which may have an impact upon his/her employee records.

## **DISCIPLINARY ACTION**

Section 39.10 - When cause for disciplinary action has been substantiated, the following forms of discipline may be used:

- (1) Counseling;
- (2) Oral warning which is documented;
- (3) Written reprimand;
- (4) Suspension with pay;
- (5) Suspension without pay;
- (6) Disciplinary probation;
- (7) Reduction in pay;
- (8) Demotions; and/or
- (9) Dismissal.

Section 39.20 - In cases where the severity of the violation warrants, the employee may be suspended or dismissed immediately, after the employee has been given a reasonable opportunity to be heard by the department head or City Manager.

Section 39.30 - Any action which reflects discredit upon the municipal service of the City or is a direct hindrance to the performance of the municipal government function shall be considered good cause for disciplinary action against an employee. Such disciplinary action may include reprimand, suspension, demotion, transfer, or dismissal.

Section 39.40 - Any employee who knowingly and willfully disregards the policies and procedures set forth in this manual shall be subject to appropriate disciplinary action by the City.

Section 39.50 - Nothing in Section 39 shall be construed as modifying the "AT WILL" employer - employee status of the City and its employees.

## **GRIEVANCE PROCEDURE**

Section 40.10 - Regular, full-time employees may file a grievance for alleged violation, misinterpretation or misapplication of the policies which affect the terms and conditions of employment with the City of Big Rapids. Employees exercising their grievance right shall not be subject to coercion, reprisal, or discrimination in exercising their right nor shall an grievance reflect unfavorably upon their standing, performance, or loyalty.

Section 40.20 - Whenever possible, the grievance will be resolved in an informal manner at the lowest administrative level. All grievances advanced to the written stages shall be submitted on forms provided for such purpose by the City.

Section 40.30 - Only regular full-time, non-bargaining employees, shall have the right to use this grievance procedure.

Section 40.40 - Any grievance of any employee shall be handled in accordance with the following procedures:

### **-Verbal Procedure**

The employee shall, within five (5) working days of the date of the cause of the grievance, verbally appeal to his/her supervisor requesting an adjustment of the grievance. The grievance shall be fully and thoroughly discussed by the parties, who agree to make every effort to settle the grievance.

### **-Written Procedure**

Step One. If an employee, after a discussion with his/her supervisor, feels that a proper adjustment has not been made through the verbal procedure, the employee shall, within three (3) working days of his/her supervisor's reply, appeal in writing to his/her Department Head. Not later than three (3) working days from the written presentation of the grievance, the employee involved shall meet with his/her Department Head for the purpose of attempting to resolve the written grievance. At the conclusion of the meeting, the Department Head shall record the date of the meeting,

those present, and their disposition of the grievance; the Department Head shall respond, in writing, to the employee within two (2) working days.

Step Two. If the grievance disposition given in Step One is not considered satisfactory, the employee may submit it to Human Resources within three (3) working days following the date of the disposition of the grievance in Step One. Failure to so advance a grievance to Step Two shall result in its being deemed permanently settled on the basis of the disposition given it by the Department Head in Step One. Not later than three (3) working days from receipt of the grievance, the employee involved shall meet with Human Resources for the purpose of attempting to resolve the written grievance. At the conclusion of the meeting, Human Resources shall record the date of the meeting, those present and their disposition of the grievance; Human Resources shall respond, in writing, to the employee within two (2) working days.

Step Three. If disposition of the grievance given in Step Two is not considered satisfactory, the employee may make a written request to the City Manager for a meeting; such a request shall be made within three (3) working days of the grievance disposition in Step Two. If the employee does not request such a meeting, the grievance shall be considered permanently settled on the basis of the disposition given in Step Two. If the employee requests a meeting, it shall be held as promptly as practicable, but not more than ten (10) working days following the date of the employee's request for it. At the conclusion of such a meeting, the City Manager shall record the date of the meeting, those present, and their disposition of the grievance; the City Manager shall respond, in writing, to the employee within three (3) working days.

Section 40.50 - Employees having a common complaint may file a group grievance.

Section 40.60 - Employees shall be free to use this procedure without restraint, interference, coercion, discrimination, or reprisal. An employee, whether acting in an official capacity for the City or on any other basis, shall not interfere with or attempt to interfere with another employee's exercise of his/her rights under this procedure. The aggrieved shall be granted necessary and reasonable paid absence from work for scheduled grievance adjustment meetings with the Department Head, Human Resources, and City Manager.

Section 40.70 - The grievance procedure will in no way interfere with the City of Big Rapids exercising its rights as an employer at will.

## **DISPUTE RESOLUTION**

Section 41.00 - Any dispute, matter or controversy arising from Title 7 of the Civil Rights Act and involving claims of monetary damages and/or employment related matters including, but not limited to, any and all claims relating to termination of employment shall be arbitrated (at the completion of the grievance procedure) pursuant to the rules of the Federal Mediation and Conciliation Service for arbitration.

## **INCLEMENT WEATHER**

Section 50.10 - Historically, City services have remained operational through severe weather periods. Employees are expected to report for work unless City operations are officially closed by a specific order from the City Manager. Individual employees, however, may decide that weather conditions prohibit reporting for work. In such cases, the employee shall notify his/her immediate supervisor and indicate whether the day is to be charged to vacation, personal or to leave without pay.

Section 50.20 - Authorization for early dismissal will only be by a specific order from the City Manager. The City will maintain services and offices are to remain open unless otherwise notified.

## **HOLIDAYS**

Section 51.10 - All regular full-time, non-bargaining employees shall receive full pay at their standard rate for all days which the City Commission has designated as official holidays. These days are:

New Year's Day, January 1  
Martin Luther King Day  
Memorial Day, Last Monday in May  
Juneteenth, June 19  
Independence Day, July 4  
Labor Day, First Monday in September  
Thanksgiving Day, Fourth Thursday in November  
Day After Thanksgiving Day  
Day Before Christmas Day  
Christmas Day, December 25  
Day Before New Year's Day

All regular part-time employees hired to work at least twenty (20) hours a week will receive four (4) hours of pay at their standard rate of pay for six (6) major holidays. These days are:

New Year's Day, January 1  
Memorial Day, Last Monday in May  
Independence Day, July 4  
Labor Day, First Monday in September  
Thanksgiving Day, Fourth Thursday in November  
Christmas Day, December 25

Section 51.20 - In order for an employee to receive pay for a holiday, the employee must have been present at work on the work day immediately preceding and following the holiday or have been on an approved paid leave.

Section 51.30 - When a holiday falls on a Saturday, it shall be observed on the preceding Friday. When a holiday falls on Sunday, it shall be observed on the following Monday.

Section 51.40 - If an employee is required to work on a holiday, such work shall be considered call back, and the employee shall be paid accordingly.

## **VACATION**

Section 52.10 – Accrual of vacation shall be credited to regular employees each two-week pay period, based upon the years of continuous, full-time employment with the City

Section 52.15 - For vacation rate accrual purposes the date of advancement shall be the anniversary date of the employee's most current date of hire with the City.

Section 52.20 – In order to be eligible for full vacation leave benefits each pay period, an employee must have worked a total of at least eighty (80) hours during the preceding two (2) weeks. Employees who fail to work the required number of hours shall be entitled to pro-rated vacation leave based upon the ratio of hours worked to eighty (80). For purposes of this section, hours worked shall include paid leaves of absence, hours of paid vacation and all hours worked.

Section 52.25 - Employees shall not accumulate more than one and one-half (1.5) years' worth of vacation leave days on any anniversary date. With the approval of the City Manager, an employee may accumulate up to two (2) years of vacation leave days.

Section 52.30 - Employees shall continue to accrue vacation leave days while on any other compensated status, except while on vacation leave to extend pay status beyond one's separation date, subject to the following conditions:

For sick leave, vacation leave accrual shall terminate when all accumulated sick leave has been used.



Section 52.40 - Holidays occurring during an employee's assigned vacation shall not be counted as part of the vacation leave and shall be paid for as a holiday.

Section 52.50 - Upon termination of employment, employees shall be paid for all accumulated vacation leave days at the employees' current rates of pay.

Section 52.60 - Regular full-time employees will earn vacation with pay at the following rate:

	<u>ANNUALLY</u>	<u>Bi-Weekly</u>
Step 1.... Less than 3 Years continuous service.	.15 days	4.62 hr/pp
Step 2....3 to 14 Years continuous service	. . . . 20 days	6.16 hr/pp
Step 3....15 Years continuous service	. . . . .25 days	7.70 hr/pp

Vacation accrual will be a maximum of twenty-five (25) days a year.

Section 52.70 - Vacations will be taken at a time mutually agreeable to the City and the employee; the need for services of the employee at a particular time being paramount. An employee requesting more than ten (10) vacation days at one time shall obtain supervisory approval at least thirty (30) calendar days in advance of the proposed vacation leave.

Section 52.80 - Employees may trade in 40 hours vacation time for 40 hours of pay at the time of their choosing during the year. In order to qualify for this time, employees must submit verifiable records of their work schedule indicating that they have actually and habitually worked their 2080 hours (or otherwise accounted for the time) on their bi-weekly payroll time sheets. Such pay may be taken only at the request of the employee, approval of the City Manager and recording of the Human Resource Department.

## **SICK LEAVE**

Section 53.10 - Regular, full-time employees shall be granted time off with pay for the following reasons:

- (1) physical incapacity not incurred in the line of duty or while engaged in outside employment;
- (2) personal illness;
- (3) enforced quarantine of the employee in accordance with public health regulations;
- (4) medical, dental, or optical related appointment. The department head may require a presentation of certificate of attending physician, dentist, or optician;
- (5) illness in the immediate family, where immediate family shall be defined as spouse, child, or parent, grandparent, grandchild, brother, sister, father-in-law, mother-in-law, brother-in-law, sister-in-law or grandparents-in-law; or
- (6) make up the difference in pay between an employee's normal pay and what is paid to the employee through Worker's Compensation.

Section 53.15 - Regular, full-time employees shall accumulate sick leave at the rate of 3.70 hours for each scheduled and fully completed bi-weekly payroll. In order to be eligible for full accrual of paid sick leave, the employee must work or receive pay for at least eighty (80) hours in that two week pay period. Employees who fail to work the required number of hours shall be entitled to pro-rated paid sick leave based upon the ratio of hours worked to eighty (80). For purposes of this section, hours worked shall include paid leaves of absence and all hours worked.

Regular, part-time employees shall accumulate sick leave under the Public Act 369 of 2018, otherwise know as the "Paid Sick Leave Act".

Section 53.20 – Full-Time employees may accumulate sick leave days to a maximum of one hundred eighty (180) days.

Section 53.30 - An employee shall be eligible for paid sick leave only if they make every reasonable effort to notify their supervisors, or their designates, of their inability to report to work and why within the first hour of their assigned work day. Employees will be required to sign a statement of request for sick leave. The Employer may require, in addition to the employee's own statement, a physician's certificate showing that the time off was due to actual disability, provided that such a request is reasonable under existing circumstances. Such a request shall not apply to short sick leaves of one or two days, unless the Employer has reason to question the sick leave and therefore requests a physician's certificate for further illness. Falsification of the physician's certificate or falsely setting forth the reasons for the absence shall constitute just cause for discipline, up to and including discharge.

Section 53.40 - The City may require a physician's certification to ascertain whether an employee is able to return to work and perform the essential duties of the job after any sick leave absence. Employees reporting off duty and being compensated for sick leave may be required to be examined by a physician of the City's choice at any time. The cost of this examination shall be paid by the City.

Section 53.50 - Employees engaged in outside employment shall not perform such work while receiving sick leave compensation. Employees who are injured, disabled, or become ill as a result of their outside employment shall report such injury, disability, or illness to the City. They shall not be eligible to receive sick leave compensation.

Section 53.60 - Employees shall continue to accrue sick leave days while on any other compensated status.

For vacation leave, sick leave accrual shall terminate when all accumulated vacation leave has been used.

Section 53.70 - Holidays occurring during an employees' sick leave shall not be counted as part of the sick leave and shall be paid for as a holiday.

Section 53.80 –Sick leave is a benefit for employees to be used in the case of illness or injury and is not a benefit to be converted into wages during

the normal course of employment. However, employees whose employment status with the Employer ends shall not be paid for accrued but unused sick leave except for the following:-

- (a) Employee who terminates employment in good standing after 20 years of service, shall be paid forty percent (40%) of their current regular straight time rate of pay.
- (b) Employee who terminates employment in good standing after 25 years of service, shall be paid fifty percent (50%) of their current regular straight time rate of pay.
- (c) Employee is permanently disabled or upon death of the employee, shall be paid sixty percent (60%) of their current regular straight time rate of pay.
- (d) Employee who retires from the employer, shall be paid sixty percent (60%) of their current regular straight time rate of pay.

### **LEAVE DONATING PROGRAM**

Section 53.90 - The City will provide eligible employees a voluntary sick leave donating program as outlined in City policy.

### **LIGHT DUTY**

Section 53.95 - The City of Big Rapids recognizes the value of its employees and their contribution to everyday operations of the City. On the occasion that an employee is injured or ill and not able to perform the functions of their current position, the City offers light duty. This is to accommodate the needs of the employee and the City. The Employee is able to come back to work and not deplete their leave banks, the City has a qualified employee to perform tasks that would otherwise detract from the day to day business of other employees. Light duty would be provided under the following terms and conditions.

1. The City advises the employee that light-duty work is available and sets up an appointment with Occupational Health to determine the restrictions that may be placed on the employee to be examined for light duty possibilities. The employee may also be the aggressor in requesting light duty medical accommodation by bringing in a medical restriction from his/her personal doctor. The City will honor that medical assessment as well.
2. Occupational Health and/or the employee's physician will advise the City and employee of the nature of the work that can be accommodated and the specific restrictions that need to be observed. The work will continue with varying restrictions until the employee is medically released by the doctor.

The City shall keep the diagnosis confidential as appropriate, but will share the medical restrictions with supervisors to insure that the restrictions are being followed and the jobs assigned will meet the medical needs.

3. The City will make every effort to place the employee in the department that they work for. However, the employer reserves the right to temporarily assign the employee to another department based on the work demand. The employee is required to abide by the requirements of the department that they are assigned to (work, lunch hours, etc.), while the employer is required to make the reasonable accommodations for the employee based on medical restrictions.
4. The employee will be given first opportunity for available work hours over part-time personnel. The employee will be afforded full-time work status, at regular work times and conditions.
5. Work will continue at this full-time basis unless and until the doctor alters this restriction by changing hours or conditions.

6. Both the employer or the employee may request a second opinion on the restriction and the two consulting doctors will consult with one another to establish a common and appropriate work restriction plan.
7. Accommodation of medical restrictions will be reviewed each month. It is understood that unless approved in writing by the City Manager medical light duty will not be extended beyond a six (6) month period of time with doctor recommendation, however, an additional (6) months extension will not be unreasonably withheld. If the medical accommodation continues beyond that point, disability retirement or other options will be reviewed or more permanent solutions discussed with the employee.
8. If specific conditions regarding assignment to a department, or other issues conflict as a result of light duty opportunities, the employee and Management agree to work together to create personal accommodations and to resolve these issues so that light duty opportunity may be preserved.

## **PERSONAL LEAVE**

Section 54.10 - Regular, full-time employees shall be permitted four (4) personal business days per twelve (12) month period beginning with the employees' anniversary date.

Section 54.20 - Personal leave days will be taken at a time mutually agreeable to the City and the employee; the need for services of the employee at a particular time being paramount.

Section 54.30 - All personal leave days must be totally used in the anniversary year following the date it is credited or it shall be considered as lost.

Section 54.40 - All new employees serving a training period shall be credited personal leave days after ninety (90) calendar days of continuous employment with the City.

Section 54.50 - Upon termination of employment with the City, an employee shall be paid for any unused personal leave days; payment will be made at the employee's most current rate of pay.

## **BEREAVEMENT LEAVE**

Section 55.10 - In the event of a death of an immediate family member, a regular, full-time employee shall be granted up to three (3) work days of paid leave to attend the funeral of that family member. For the purpose of bereavement leave, immediate family shall mean spouse, child, parent, sister, brother, father-in-law, mother-in-law, son-in-law, and/or daughter-in-law. The definition for bereavement leave purposes shall also include the following as related to the employee or spouse: brother-in-law, sister-in-law, grandparent, and/or grandchild. Step relations shall also be included.

## **PARENTAL LEAVE**

Section 56.10 - A paid parental leave of up to eight (8) weeks shall be handled in accordance with the City parental leave policy and in conformance with any applicable State and/or Federal Law.

## **COURT REQUIRED SERVICES**

Section 57.10 - Regular, full-time employees shall be granted time off for jury duty or when subpoenaed for City related court activities. The employee shall be paid full salary during this absence. All fees received for

jury duty, except mileage, shall be submitted to the City, except where this provision is in conflict with existing laws.

## **MILITARY LEAVE**

Section 58.10 - Regular, full-time employees who are required to leave the service of the City directly to enter the active uniformed service of the United States during a national emergency shall be accorded a military leave of absence without pay. Employees returning from a military leave of absence shall be entitled to employment restoration in accordance with applicable Federal statutes.

Section 58.20 - The term "national emergency" as used herein shall exist during such periods as may be determined by the Federal Government. The term "uniformed service" as here in shall include the Army, Navy, Air Force, Marine Corps, Coast Guard, and Public Health Service, as well as the reserve components of these services, but shall not include service as civilian employees of any of the services.

## **SPECIAL LEAVE**

Section 59.10 - Regular, full-time employees may be granted leave of absence (unpaid employment category) up to ninety (90) days for such reasons not covered in other City policies and when such leave is in the best interest of the City. Extensions, not to exceed one (1) year from original date, may be granted only by the written authority of the City Manager.

Section 59.20 - There shall be no accruals of sick and/or vacation days nor any benefits paid during a special leave. Time, up to ninety (90) days, granted for a special leave of absence shall be included as continuous length of service.



## **ADMINISTRATIVE LEAVE**

Section 60.10 - Administrative leave may be authorized occasionally to provide time off for supervisory and management employees who routinely work in excess of forty (40) hours per week, and who are not eligible for overtime pay.

## **FAMILY AND MEDICAL LEAVE**

Section 61.10 - Family and Medical Leave. Employees who have been employed for at least 12 months and have been employed for at least 1,250 hours of service during the immediately preceding 12-month period are eligible for leaves of absence for any one, or more, of the following reasons:

- (1) The birth of a child and to bond with the newborn child within one year of birth;
- (2) The placement with the employee of a child for adoption or foster care and to bond with the newly placed child within one year of placement;
- (3) To care for the employee's spouse, child, or parent with a qualifying serious health condition;
- (4) Because of a qualifying serious health condition that makes the employee unable to perform the functions of his or her job; and
- (5) Because of any qualifying exigency related to the foreign deployment of a military member who is the employee's spouse, child or parent.

An eligible employee is entitled to a total of 12 workweeks of leave during a "rolling" 12-month period measured backward from the date an employee uses any leave.

For purposes of leaves under subparagraphs (3) and (4) above, a "serious health condition" means an illness, injury, impairment, or physical or mental condition that involves (a) inpatient care (i.e., an overnight stay) in a hospital, hospice, or residential medical care facility, including any period of incapacity, or any subsequent treatment in connection with such inpatient care; or (b) continuing treatment by a health care provider. Ordinarily, unless complications arise, the common cold, the flu, earaches, upset stomach, minor ulcers, headaches other than migraine, routine dental or orthodontia problems and periodontal disease are examples of conditions that do not meet the definition of a serious health condition and do not qualify for FMLA leave.

**Military Caregiver Leave.** An eligible employee who is the spouse, child, parent, or next of kin of a covered servicemember who suffered a serious injury or illness in the line of duty on active duty in the Armed Forces shall be entitled to a total of 26 workweeks of leave during a 12-month period to care for that servicemember. This servicemember family leave shall only be available during a single 12-month period, and during that 12-month period an eligible employee shall only be entitled to a total of 26 weeks of combined regular FMLA leave and Servicemember Family Leave.

When an employee requests a leave of absence under the FMLA, the Employer reserves the right to require the employee to utilize any accumulated paid leave that is available for use under the Personnel Policy and Procedure Manual covering the circumstances under which the FMLA leave is requested. In the event that more than one type of paid leave is available, the employee shall have the option to select the order in which the paid leave is to be used. As a condition of the leave, employees must utilize available paid leave in the order set forth above and cannot elect to have unpaid leave in order to retain paid leave for use at other times. Upon the exhaustion of accrued paid leave days, the remainder of the leave shall be without pay. While on leave, an employee's coverage under any group health plan shall be continued on the same conditions as coverage would have been provided if the employee had been continuously employed during the entire leave period.

The provisions of this section are supplemented by the City's Family and Medical Leave policy, and are further explained by the Family and Medical Leave Act of 1993 (FMLA) and the regulations promulgated under that act.

## **LONGEVITY**

Section 62.10 - All regular, full-time employees hired prior to January 1, 2006 shall receive a longevity payment based on length of completed, continuous service for the City of Big Rapids as of December 1 under the following schedule:

- (1) completion of five (5) years continuous service - 2% of base pay
- (2) completion of ten (10) years continuous service - 3% of base pay
- (3) completion of twenty (20) years continuous service - 4% of base pay

All regular, full-time employees hired or transferred after January 1, 2006 shall receive a longevity payment based on length of completed, continuous service as of December 1 under the following schedule:

- (1) completion of three (3) years continuous service - \$ 1,100
- (2) completion of ten (10) years continuous service - \$1,300
- (3) completion of fifteen (15) years continuous service - \$1,500

## **INSURANCE BENEFITS**

Section 63.10. Hospitalization Insurance. The Employer will provide a group insurance program covering certain hospitalization, surgical and medical expenses for participating employees and their eligible dependents. The insurance program will provide the coverage set forth on Appendix A. The specific terms and conditions governing the group insurance program are set forth in detail in the master policy or policies governing the program as issued by the carrier or carriers.

Full-time employees are eligible to participate in the group insurance program no later than the first (1st) day of the premium month following

completion of a full month of employment with the Employer in a full-time position. Employees electing to participate in the group insurance plan shall advise the Employer in writing of this intent and shall make arrangements satisfactory to the Employer for the payment of the required monthly premium, if any.

Section 63.40. Health Care Committee. A Health Care Committee is hereby established to represent the four employee unions, the non-bargaining employees, and management (represented by the Finance Department or designee). Each member will have a single vote and decisions must pass by a majority of the membership. It is recommended that this committee meet quarterly – but no less than semi-annually. Human Resources or their designee will chair these meetings. Each group will appoint one member – who is a current participant of the health insurance – to review the insurance issues, to recommend cost savings, policy modifications, and be a communication bridge to the rest of the City employee groups. Changes in plans (and the associated costs of the changes), must be passed by a majority of the committee members before recommendation to their respective bargaining groups and be approved by the Commission (as needed or desirable) before they may be implemented citywide. All insurance policies must be of citywide application (which means available to all eligible employees, not necessarily taken by all). This does not preclude the City decision to offer a cafeteria plan or a several-tiered level of elective services. This committee will also make recommendations on the Vision and Dental insurance plans.

Section 63.75. Obligation to Continue Payments. In the event that an employee eligible for insurance coverage under this Agreement is discharged, quits, retires, resigns, is laid off, or commences an unpaid leave of absence, the Employer shall have no obligation or liability whatsoever for making any insurance premium payment for any such employee or their lawful dependents beyond the month in which the discharge, quit, retirement, resignation, layoff, or unpaid leave of absence commences; provided, however, that employees on a family and medical leave of absence shall continue to be eligible for Employer-paid insurance for the period of their family and medical leave on the same terms that would exist if they were not on the leave. Employees on Employer approved unpaid leaves of absence may continue insurance benefits on a month by month basis by paying to the Employer, in advance, the amount of the next month's premium for that employee and/or their lawful dependents. The Employer

shall resume payment of insurance premiums for eligible employees who return to work from layoff or unpaid leaves of absence as of the first (1st) day of the premium month following the date of the employee's return to work. The provisions of the foregoing notwithstanding, the Employer will continue to pay insurance premiums for eligible employees who are entitled to worker's compensation benefits because of a job-related injury for a period of up to twelve (12) months.

Section 63.80. Worker's Compensation. - All employees are eligible for coverage by an employer-paid group worker's compensation insurance program through such a company as designated by the City. Compensation will be paid in case of bodily injury by accident or disease, including death, providing such cause for compensation is job related as specified in the insuring agreement. A regular full-time employee receiving compensation under Worker's Compensation coverage is permitted to augment such benefits by the use of accumulated sick leave and vacation leave days up to an amount not exceeding the employee's regular daily compensation. Under these conditions, earned sick leave and vacation leave will be charged proportionately for that part of the day.

Section 63.85. Group Life Insurance and ADD Benefit - All regular full-time employees are entitled to be enrolled in an employer-paid group life insurance, and accidental death and dismemberment insurance program as designated by the City. An individual is eligible to enroll in the insurance program upon appointment as a full-time regular City employee. Insurance coverage will begin following the completion of thirty (30) calendar days of employment or sooner if allowed by the insurance carrier. An employee who fails to enroll during the first thirty-one (31) calendar days of employment may be subject to an additional carrier mandated waiting period of up to sixty (60) days after date of eligibility. Life Insurance benefits will be in the amount of twenty-five thousand dollars (\$25,000.00), Accidental Death and Dismemberment benefits in the amount of fifty thousand dollars (\$50,000.00)

Section 63.90. Short Term Disability Insurance - The employer will provide a Short Term Disability Policy, which will pay the employee one-half (1/2) of their regular salary for a maximum of fifty-two (52) weeks, which can be used in conjunction with sick pay at one-half (1/2) day per day, not to exceed their regular pay scale. It will be the sole responsibility of an employee to initiate and file a notice of claim with the City for any coverage

benefits after an occurrence of loss; in the case of weekly indemnity benefits, a notice of claim should be initiated within five (5) calendar days.

## **TERMINATION OF EMPLOYEE BENEFITS**

Section 64.10 - Employee benefits, holidays, and approved leave days cease effective the date of separation or dismissal, exclusive of any vacation days taken. For the purpose of employee benefits, employees using vacation leave to extend pay status beyond the separation date shall accrue no benefits, holiday pay, or other leave days during that time.

## **COBRA**

Section 65.10 - On April 7, 1986, a Federal law was enacted requiring that most employers sponsoring group health plans offer employees and their families the opportunity for a temporary extension of health coverage (called "continuation coverage") at group rates in certain instances where coverage under the plan would otherwise end. This notice is intended to inform you, in a summary fashion, of your rights and obligations under the continuation coverage provisions of law.

Under the law, the employee has the responsibility to inform CITY OF BIG RAPIDS of a divorce, legal separation, or a child losing dependent status.

You have at least 60 days from the date you would lose coverage to inform CITY OF BIG RAPIDS that you want continuation coverage.

If you do not choose continuation coverage, your group health insurance coverage will end.

If you choose continuation coverage, CITY OF BIG RAPIDS is required to give you coverage which, as of the time coverage is being provided, is identical to the coverage provided under the plan to similarly situated employees or family members. The law requires that you be afforded the opportunity to maintain continuation coverage for 3 years unless you lost group health coverage because of a termination of employment or reduction in hours. In that case, the required continuation coverage period is 18 months. However, the law also provides that your continuation coverage may be cut short for any of the following five reasons:

- (1) CITY OF BIG RAPIDS no longer provides group health coverage to any of its employees;
- (2) The premium for your continuation coverage is not paid;
- (3) You become an employee covered under another group health plan;
- (4) You become eligible for Medicare;
- (5) You were divorced from a covered employee and subsequently remarry and are covered under your new spouse's group health plan.

You do not have to show that you are insurable to choose continuation coverage. The law also says that, at the end of the 18 month or 3 year continuation coverage period, as may be amended from time to time, you must be allowed to enroll in an individual conversion health plan provided by CITY OF BIG RAPIDS, if any.

You, as the employee, are responsible for the monthly premium for the coverage.

## **TRAVEL REGULATIONS**

Section 66.10 – Employees who are required to travel shall complete a Travel Authorization Form and/or Travel Expense Form as outlined in the City of Big Rapids Travel Administrative Policy. Appropriate travel expenses are outlined in that administrative policy.

Section 66.20 - An employee requesting reimbursement for mileage or other City business expenses shall submit an Expense Voucher to the City Treasurer's Office within five days of completion of travel. Such expense vouchers must include sufficient information and/or receipts, as may be applicable or required by the City. With regard to mileage, Use of City Owned Vehicles, Section 67.20 shall apply.

## **USE OF CITY-OWNED VEHICLES**

Section 67.10 – The City will maintain a car pool of vehicles for administrative use by City employees and such use will be in accordance with the City Vehicle Use Policy. Normally, the use of vehicles will be confined to that necessary to conduct official business of the City during scheduled duty periods. Use of City-owned vehicles for out-of-town travel must be approved by the City Manager, Department Head, or the employee's authorized representative.

Vehicles shall be driven in a manner so as to conform to all posted speed limits, traffic rules and regulations, and City ordinances. Persons other than City employees shall not be permitted to drive City-owned vehicles unless authorized and then only on official City business.

Section 67.20 - When a City vehicle is not available and it is necessary for City employees to use their privately owned vehicles for official City business, employees will be reimbursed at the rate allowed by the Internal Revenue Service. To receive reimbursement for mileage, an employee must submit an expense voucher to his/her supervisor for approval.

## **ACCIDENTS AND INJURIES** **EMPLOYEE SAFETY**

Section 68.10 - Employees shall follow City adopted safety procedures and take an active part in protecting themselves and their fellow employees at all times. Employees are encouraged to detect and to report



to their supervisors any hazardous conditions or unsafe practices in their work places and to make suggestions for their correction.

Section 68.20 - Employees shall report all accidents and injuries to their supervisor immediately. Failure to make timely reports may jeopardize benefits should the injury later prove to be serious.

## **MANDATORY DRUG TESTS - CDL**

Section 68.30 - Effective January 1, 1996, the employer and employee will comply with the following requirements of the United States Department of Transportation regarding drug and alcohol testing for CDL holders: *Procedures for Transportation Workplace Drug Testing Programs*, 49 CFR, Part 40; Federal Highway Administration, *Qualification of Drivers*, 49 CFR, Part 391; and Federal Highway Administration, *Omnibus Transportation Workers Testing Act*, 49 CFR Part 382, as amended.

## **SOLICITATION**

Section 69.10 - Peddling, solicitation, or sales benefiting charitable organizations shall be allowed among or by City employees during working hours upon approval of the City Manager only. There shall be no peddling, solicitation or sales for profit organizations on City property without approval from the City Commission.

## **SEPARATIONS**

Section 70.10 - To separate from City service in good standing with the City, employees must give fourteen (14) calendar days' notice, not including any vacation days; return all equipment furnished by the City including uniforms, tools, weapons, and other articles purchased to perform the job; and settle all obligations with the City.

Section 70.11 – Department heads may terminate their employment at any time and shall provide at least thirty (30) calendar days' notice of termination, at which time the termination payment provision of Section 11.10 shall not apply.

Section 70.20 - An employee leaving City employment is responsible for returning any City property which may be in his/her possession prior to receiving a final pay check.

Section 70.30 - Employee benefits of an employee who is dismissed or who voluntarily resigns shall terminate with the employee's last day on the job with the City. COBRA benefits as outlined in Section 65.10 may be available as regulated by State or Federal Law.

## **RETIREMENT**

Section 71.10 - No person shall be employed by or contracted with the City, who has retired under the provisions of any approved retirement plan without approval by the City Manager.

Section 71.20 – Full-time employees shall be enrolled in the appropriate retirement plan. Eligible public safety employees shall be enrolled in either the defined benefit or defined contribution component of the City's Act 345 Retirement System. Employees other than public safety employees shall be enrolled in either the defined benefit (MERS B-4) with the F55 (25) waiver or defined contribution component of the Michigan Municipal Employees Retirement System (MERS). The City shall pay all contributions to the defined benefit program, except that employees shall contribute five and 50/100 percent (5.5%) of their base wages. Contributions to the Defined Contribution Plan are outlined in Section 71.25. The City Manager shall be exempt from this Section and shall be enrolled in the pension program as provided for in accordance with his/her employment contract.

Section 71.25 - Contribution Under the Defined Contribution Plan. Under Plan DC, the City will contribute to each participant's account an amount equal to ten percent (10%) of the participant's compensation and

participants contribute five and one-half percent (5.5%) per cent of their compensation to their account. Participants are one hundred (100%) percent vested in their contributions and shall be vested in the City contributions in accordance with the following schedule:

- (a) 50% upon completion of two (2) years of service
- (b) 60% upon completion of three (3) years of service
- (c) 70% upon completion of four (4) years of service
- (d) 80% upon completion of five (5) years of service
- (e) 90% upon completion of six (6) years of service
- (f) 100% upon completion of seven (7) years of service

The specific terms and conditions governing the retirement plans are controlled by the Municipal Employees' Retirement System of Michigan Plan Document or the Act 345 Plan Document, the administrative rules, regulations, and policies relating to each Plan Document and State law.

Section 71.30- Retirement shall mean the following:

- (1) Defined Benefit Programs for Non-Bargaining Employees. Full-time employees who have made application for and have been certified by the retirement (MERS or ACT 345) system, to begin receiving and/or are eligible to receive their periodic monthly retirement benefit within thirty (30) days of their termination of employment with the City of Big Rapids. MERS Defined Benefit retirement shall be under full pension benefits of age 55 with 25 years of service or age 60 with 10 years of service - or at a reduced benefit at least age 55 with a minimum of 15 years of service credit or at least age 50 with a minimum of 25 years of service credit. Retirement shall also apply to full-time employees who have made application for and have been certified by the U.S. Department of Health and Human Services, Social Security Administration to receive normal retirement benefits within thirty (30) days of their termination of employment with the City of Big Rapids.
- (2) Defined Contribution Programs for Non-Bargaining Employees. Full-time employees who have made application for and will begin receiving periodic withdrawals from the defined contribution plan within thirty (30) days of their termination of employment with the City of Big Rapids. MERS Defined Contribution retirement shall be the

same qualifications as Defined Benefit employees in terms of service credit to the City of Big Rapids - age 55 with at least 15 years of service credit, age 50 with at least 25 years of service credit or age 60 with at least 10 years of service credit - but the employee does not elect to begin immediately receiving withdrawals from the defined contribution plan. Retirement shall also apply to full-time employees who have made application for and have been certified by the U.S. Department of Health and Human Services, Social Security Administration to receive normal retirement benefits within thirty (30) days of their termination of employment with the City of Big Rapids.

- (3) Disability Benefit Programs. Full-time employees who have made application for and have been certified by the U.S. Department of Health and Human Services, Social Security Administration to receive disability retirement benefits within thirty (30) days of their termination of employment with the City of Big Rapids.

Section 71.40. Section 457 Savings Plan with Employer Contribution. Full-time non-bargaining employees may elect to contribute three percent (3.00%) of their compensation to their account within this fund. If the employee elects to contribute the 3%, the City will make a contribution to the participant's account equal to one percent (1%) of compensation. Participants are one hundred percent (100%) vested in the Plan, inclusive of participant and employer contributions.

Section 71.50 - Long Term Disability Insurance Coverage. The employer shall obtain and pay the required premiums for a long-term disability program for those full-time employees who participate in the Defined Contribution Plan. Employees who become totally disabled and prevented from working for remuneration or profit and who are otherwise eligible shall receive from the Employers' insurance carrier weekly indemnity payments consisting of sixty-five percent (65%) of their normal gross weekly wages. These benefits shall be payable from the 90<sup>th</sup> day of disability through age sixty-five (65). The benefit payable under this program is coordinated with compensation paid under the Social Security Act. The special terms and conditions governing the long-term disability program is set forth in detail in the policy governing the program as issued by the carrier.

## **CHANGES OR AMENDMENTS**

Section 72.10 - The City shall retain the right to change or amend these policies and procedures at any time; provided, however, such changes or amendments are communicated to employees before becoming effective.

## APPENDIX A - HEALTH INSURANCE

Section 1. Hospitalization Insurance. The Employer will provide a group insurance program covering certain hospitalization, surgical and medical expenses for participating employees and their eligible dependents. The insurance program currently provides employees two high deductible plans with a HSA (referred to as HSA) options. A summary of the coverage available under those plans will be provided. The amount of the annual deductible under the HSA plans shall increase as required by law to qualify as a high deductible health care plan. Employees have the option to change the plan in which they are covered in accordance with the carrier's open enrollment policies. The specific terms and conditions governing the group insurance program are set forth in detail in the master policy or policies governing the program as issued by the carrier or carriers.

### Section 2. Payment of Health Care Costs.

In calendar year 2021, the Employer will pay towards the health care costs of Employees an amount equal to the hard cap established by the State of Michigan and approved by both parties (City Commission and Health Care Committee):

- \$7,043.89 for single coverage,
- \$14,730.96 for two-person coverage, and
- \$19,210.66 for family coverage.

Employees will be required to pay on a monthly basis 1/12<sup>th</sup> of any remaining amount after applying the respective hard cap above to the total paid by the Employer towards the Employees annual health care costs. The City pays the health insurance premium in advance, so the employee contribution towards the monthly health insurance premium cost is taken in equal amounts out of the previous month's paychecks. The hard cap includes amounts paid for health care costs, HSA amounts contributed by the City under Section 3. Under no circumstance will the City's aggregate payment towards health care costs exceed the annual hard cap limitations established under this agreement.

An employee electing a non-HSA qualified plan will not be eligible for any balance that may remain after medical premiums. In the event that a projected increase in health care costs will cause the amounts established under this agreement to be exceeded under either of the alternative health insurance plans, the Health Care Committee established in Section 63.40 will immediately convene to review the issues and to recommend modifications to the health care plan or distribution of the premium. In the event that changes to the health care plan or premium distribution are not implemented pursuant to Section 63.40 at least one month prior to the effective date of the health insurance premium increase, the employee contribution set forth above will be increased to pay for all health care costs in excess of the hard cap amounts established in this

section. In addition, the insurance provisions of this agreement may be reopened for negotiation at the option of the Union.

Section 3. HSA Contribution. Employees that elect a high deductible plan with a HSA will receive a contribution to their HSA in an amount equal to the remaining hard cap established for the plan year, less amounts paid towards other health care costs for the Employee. The Employer HSA contribution will be made with the first payroll in January.

Eligibility for the HSA contribution will be determined by the employee's status ten (10) calendar days prior to the contribution date. Employees experiencing subsequent changes in coverage status will receive an additional pro-rated contribution to their HSA or repay the excess received on a pro-rated basis to account for differences in the Employer HSA contribution levels of the plans. The additional contribution made by the City or repayment by the employee will be pro-rated based upon the remaining number of whole months in the calendar year to twelve. Employees who leave the employment of the City during the same calendar year of receiving a HSA contribution will be required to repay the contribution received based upon the ratio of the number of complete months of service during the year to twelve.

Employees hired after the contribution date who elect to participate in the HSA Plan will receive a pro-rated HSA contribution based upon the ratio of the number of complete months of service in the calendar year to twelve.

Section 4. Cash Payment in Lieu of Medical Coverage. Employees who are eligible for health care under another coverage and who decline health care/hospitalization coverage from the City will be reimbursed the following payment in lieu of medical insurance:

Single - \$175 per month  
Two Person and Family - \$285 per month

Employees choosing to take the incentive payment will be required to provide proof of insurance from another source on a yearly basis.

For employees who are covered by the City's medical insurance through a spouse who is an employee of the City of Big Rapids, the employee not carrying the City's insurance will receive a payment in lieu of medical coverage of \$285 per month.

Section 5. Dental Insurance. The Employer shall make available a policy of dental insurance coverage for qualifying employees and their dependents. Employees electing dental insurance coverage are required to pay the entire cost and shall make arrangements satisfactory to the Employer for the payment of the required monthly premium.

Section 6. Vision Insurance. The Employer shall make available a policy of vision insurance coverage for qualifying employees and their dependents. Employees electing vision insurance coverage are required to pay the entire cost and shall make arrangements satisfactory to the Employer for the payment of the required monthly premium.

Section 7. Insurance Carriers. The Employer reserves the right to select the insurance carrier or to use self-insurance provided that the benefits remain substantially equivalent as those in effect on the effective date of this agreement. Administration of insurance benefits shall not be considered as a benefit. The cost of administration shall be paid by the Employer or included within the plan. All insurance shall be subject to such terms and conditions as provided in the master insurance policies. Prior to making any changes in the insurance carrier, the City will schedule a special conference to discuss the change.



## REFERENCE PAGE

Adopted June 28, 1993	Resolution No. 93-74
Amended June 19, 1995	Resolution No. 95-99
Amended July 6, 1998	Resolution No. 98-91
Amended June 21, 1999	Resolution No. 99-89
Amended June 19, 2000	Resolution No. 00-91
Amended July 2, 2001	Resolution No. 01-82
Amended June 17, 2002	Resolution No. 02-89
Amended July 7, 2003	Resolution No. 03-85
Amended July 19, 2004	Resolution No. 04-102
Amended August 2, 2004	Resolution No. 04-116
Amended June 20, 2005	Resolution No. 05-78
Amended August 15, 2005	Resolution No. 05-107
Amended May 15, 2006	Resolution No. 06-64
Amended October 15, 2007	Resolution No. 07-138
Amended September 21, 2009	Resolution No. 09-113
Amended July 21, 2010	Resolution No. 10-77
Amended July 18, 2011	Resolution No. 11-90
Amended July 1, 2013	Resolution No. 13-85
Amended October 20, 2014	Resolution No. 14-107
Amended April 17, 2017	Resolution No. 17-46
Amended March 18, 2019	Resolution No. 19-43
Amended February 3, 2020	Resolution No. 20-22
Amended July 19, 2021	Resolution No. 21-97

RESOLUTION NO. 93-74

Commissioner Mason moved, supported by Commissioner Farrow, the adoption of the following:

**RESOLUTION ADOPTING PERSONNEL POLICY AND PROCEDURE  
MANUAL FOR NON-BARGAINING EMPLOYEES**

WHEREAS, the City Commission of the City of Big Rapids, Michigan, finds and determines that the need exists to provide a Personnel Policy and Procedure Manual; and

WHEREAS, the purpose of the proposed Personnel Policy and Procedure Manual is to extend services of the highest quality at a minimum cost to citizens of Big Rapids; to attract employees of superior ability, using sound and approved techniques for recruitment, examination, appointment and employment; to create, promote and maintain satisfactory working conditions which will encourage City employees to participate and cooperate to their mutual benefit; to extend just compensation and fair equitable wage or salary to all City employees in providing steady work and permanent employment; and execute prompt corrective action in case of unsatisfactory performance by employees.

NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of Big Rapids, Michigan, that the attached Personnel Policy and Procedure Manual for Non-bargaining Employees dated June, 1993 be, and the same hereby is adopted as, the City of Big Rapids Personnel Policy and Procedure Manual.

BE IT FURTHER RESOLVED that all other Personnel Policies and Procedures or parts of Personnel Policies and Procedures currently in effect, or in conflict herewith be, and the same hereby are repealed.

YEAS: Berke, Farrow, Mason, Yost, Cox

NAYS: None

The Mayor declared the resolution adopted.

Dated: June 28, 1993

## EMPLOYEE ACKNOWLEDGMENT FORM

By signing the acknowledgment form for receipt of this handbook, I hereby acknowledge my receipt, review and understanding of the Employee Handbook. The Employee Handbook describes important information about THE CITY OF BIG RAPIDS, and I understand that I should consult Human Resources regarding any questions not answered in the Employee Handbook. I understand and agree that this Employee Handbook rescinds and supersedes all prior agreements, understandings, employee handbooks or other policies, practices or procedures, oral or written, previously in effect.

Since the information, policies, and benefits described are necessarily subject to change, I acknowledge that revisions to the handbook may occur. All such changes will be communicated through official notices, and I understand that revised information may supersede, modify, or eliminate existing policies. Only the City Manager of THE CITY OF BIG RAPIDS, in writing, has the ability to adopt any revisions to the policies in this handbook.

I have entered into my employment relationship with THE CITY OF BIG RAPIDS and hereby voluntarily acknowledge that there is no specified length of employment. I understand and agree that my employment with THE CITY OF BIG RAPIDS is terminable at will, with or without THE CITY OF BIG RAPIDS' option. I understand and agree that this policy cannot be modified by any written promises, representations or statements made by anyone employed by THE CITY OF BIG RAPIDS, except by a written document signed by the City Manager and myself.

Any action or suit against THE CITY OF BIG RAPIDS arising under State or Federal civil rights statutes, must be brought within 180 days of the event giving rise to the claims or be forever barred. Any limitation periods to the contrary are waived by the employee. Employee further agrees that if he/she should bring any action or claim arising out of his/her employment against THE CITY OF BIG RAPIDS in which THE CITY OF BIG RAPIDS prevails, the employee will pay to THE CITY OF BIG RAPIDS any and all such costs incurred by THE CITY OF BIG RAPIDS in defense of said claims or actions, including actual reasonable attorney fees.

Furthermore, I acknowledge that this handbook is not a contract of employment. I have received the handbook, and I understand that it is my responsibility to read and comply with the policies in this handbook and any revisions made to it.