

**CITY OF BERKLEY PUBLIC NOTICE  
REGULAR CITY COUNCIL MEETING  
Monday, December 20, 2021  
7:00 P.M. – City Hall  
248-658-3300**

**CALL 39<sup>th</sup> COUNCIL TO ORDER  
APPROVAL OF AGENDA  
INVOCATION – PASTOR ZACK DUNLAP  
PLEDGE OF ALLEGIANCE  
PUBLIC COMMENT  
ORDER OF BUSINESS**

**Consent Agenda**

1. **APPROVAL OF THE MINUTES:** Matter of [approving the minutes](#) of the 39<sup>th</sup> Regular City Council meeting on Monday, December 6, 2021.
2. **WARRANT:** Matter of [approving Warrant](#) No. 1369.

**Regular Agenda**

1. **RECOGNITIONS/PRESENTATIONS:** Matter of any recognitions or presentations from the Consent Agenda.
2. **MOTION NO. M-77-21:** Motion to [approve the appointment](#) to various boards and commissions.
3. **MOTION NO. M-78-21:** Matter of [considering an update](#) to Berkley's Merit System of Human Resource Management.
4. **MOTION NO. M-79-21:** Matter of [considering participation](#) in the National Opioid Settlement and authorize the City Manager to sign the Participation Agreements on the City's behalf.

**COMMUNICATIONS**

**ADJOURN**

**HYBRID MEETING OPTION AVAILABLE: TO JOIN THE ELECTRONIC MEETING, VISIT  
[HTTPS://berkleymich.ZOOM.US/J/94929846645](https://berkleymich.zoom.us/j/94929846645) OR CALL 1-312-626-6799. THE MEETING ID IS 949  
2984 6645.**

Note: The City of Berkley will provide necessary reasonable auxiliary aids and services, such as signers for the hearing impaired and audio tapes of printed materials being considered at the meeting, to individuals with disabilities at the meeting upon four working days notice to the City. Individuals with disabilities requiring auxiliary aids or services should contact the City by writing or calling: Victoria Mitchell, ADA Contact, Berkley City Hall, 3338 Coolidge Highway, Berkley, MI 48072 (1-248-658-3310).

Note: Official minutes of City Council Meetings and supporting documents for Council packets are available for public review in the City Clerk's Office during normal working hours. Anyone wishing to submit correspondence for the meeting may send an email to [clerk@berkleymich.net](mailto:clerk@berkleymich.net) or call 248-658-3310 by 5 p.m. on the day of the meeting.

**THE REGULAR MEETING OF THE THIRTY-NINTH COUNCIL OF THE CITY OF BERKLEY, MICHIGAN  
WAS CALLED TO ORDER AT 7:00 PM ON MONDAY, DECEMBER 6, 2021 BY MAYOR TERBRACK**

**PRESENT:** Steve Baker                      Bridget Dean  
              Ross Gavin                     Dennis Hennen  
              Natalie Price                    Jessica Vilani  
              Daniel Terbrack

**APPROVAL OF AGENDA**

Councilmember Baker moved to approve the Agenda with an amendment to add item #6, Resolution No. R-41-21, Amended Resolution to Re-Approve Commercial Rehabilitation Exemption Certificate Application for 2219 Coolidge LLC located at 2219 Coolidge Hwy., for Parcel #25-18-431-032.

Seconded by Mayor Pro Tem Dean

Ayes: Dean, Gavin, Hennen, Price, Vilani, Baker, and Terbrack

Nays: None

Motion Approved.

**INVOCATION:** Pastor Tal Sullivan

**PUBLIC COMMENT**

There was no one present wishing to speak.

***Consent Agenda***

Councilmember Price moved to approve the following Consent Agenda, seconded by Councilmember Baker:

**APPROVAL OF THE MINUTES:** Matter of approving the minutes of the 38<sup>th</sup> Regular City Council Meeting on Monday, November 15, 2021 and the 39<sup>th</sup> Regular City Council meeting on Monday, November 15, 2021.

Ayes: Gavin, Hennen, Price, Vilani, Baker, Dean, and Terbrack

Nays: None

Motion Approved.

***Regular Agenda***

**RECOGNITIONS/PRESENTATIONS:** Matter of any recognitions or presentations from the Consent Agenda.

**PRESENTATION:** Matter of receiving a report from Plante & Moran regarding the Audit Results for the Fiscal Year Ended June 30, 2021.

City Manager Baumgarten introduced the Plante & Moran Audit Results.

Keith Szymanski from Plante & Moran gave the presentation. He stated there was a completed audit without any findings and the City received an unmodified opinion which is the highest level of assurance they can provide to a set of financial statements.

Mr. Szymanski reviewed the report and stated there is a new accounting pronouncement GASB Statement No. 84. He said it resulted in two main changes which he stated and also mentioned are detailed in the financial statements as well.

Mr. Szymanski presented a three-year history and stated total revenue increased about \$1 million attributed to the CARES Act. He said property tax is the City's largest source of revenue. He reviewed other revenue increases.

Mr. Szymanski stated expenditures increased largely due to items of a one-time nature. He stated items included the purchase of a new fire truck and a transfer to recreation. He said other than these one-time expenditures, it was business as usual.

Mr. Szymanski reviewed the General Fund Balance which has doubled since 2014. He said the City continues to make improvements to its infrastructure which is reflected in the report. He discussed assigned and unassigned fund balances.

Mr. Szymanski reviewed the Water and Sewer Fund. He reviewed revenues and expenditures and stated the City has a healthy net position. He said it is important to have these reserves.

Mr. Szymanski reviewed the Pension/OPEB funding progress. He reviewed Municipal Employees Pension, Public Safety Pension Trust, and Retiree Health Care (OPEB). He said while there are significant long-term liabilities outstanding, trends are remaining in the right direction and they are not expected to be paid off in the near term. He said this is something to keep an eye on as annual contributions impact the overall budget.

Mr. Szymanski reiterated there are no findings and if there was anything that came to the auditor's attention, it would be disclosed in the findings report. He stated there will be another report coming regarding the City's spending of CARES Act dollars which will be completed in early 2022.

Mayor Terbrack asked considering we are not out of the COVID world yet, is there anything specifically COVID-related that Mr. Szymanski thinks could impact the City's budget?

Mr. Szymanski said nothing has come to fruition to date that would result in dire consequences. He said the ultimate effects of the economy are still to be seen. He said the best advice is to continue to monitor the budget, finances, and look at multi-year forecasting. He said there are no red flags at this time.

Mayor Terbrack said that is positive to hear. He said they will continue to plan and be as prudent as possible and continue to make decisions to provide the highest level of service to the residents.

Councilmember Baker applauded Plante & Moran for its thoroughness and its ease to read. He said it is an informative and thorough document. He thanked Mr. Pollock and members of the finance team. He thanked Mr. Szymanski for the healthy checkup.

Mayor Terbrack reiterated his thanks.

**MOTION NO. M-75-21:** Matter of amending the City of Berkley's Fee Schedule for the Public Library effective December 13, 2021.

Councilmember Price moved to approve Motion No. M-75-21

Seconded by Councilmember Baker

Ayes: Hennen, Price, Vilani, Baker, Dean, Gavin, and Terbrack

Nays: None  
Motion Approved.

**RESOLUTION NO. R-40-21:** A Resolution of the Council of the City of Berkley, Michigan authorizing and supporting the Parks & Recreation Department to apply for a Ralph C. Wilson Jr. Legacy Design and Access Grant for \$50,000 for inclusive play at Jaycee Park from the Community Foundation for Southeast Michigan.

Mayor Pro Tem Dean moved to approve Resolution No. R-40-21

Seconded by Councilmember Gavin

Ayes: Price, Vilani, Baker, Dean, Gavin, Hennen and Terbrack

Nays: None

Motion Approved.

**MOTION NO. M-76-21:** Matter of authorizing the City Manager to sign the Application for Additional Service Credit Purchase for Richard Chalmers approving two years of additional service credit. This purchase is allowed by the City of Berkley MAPE Agreement and meets all of the requirements of the MERS Plan Document.

Councilmember Hennen moved to approve Motion No. M-76-21

Seconded by Councilmember Gavin

Ayes: Vilani, Baker, Dean, Gavin, Hennen, Price and Terbrack

Nays: None

Motion Approved.

**RESOLUTION NO. R-41-21:** Matter of approving an Amended Resolution to Re-Approve Commercial Rehabilitation Exemption Certificate Application for 2219 Coolidge LLC located at 2219 Coolidge Hwy., for Parcel #25-18-431-032.

Mayor Pro Tem Dean moved to approve Resolution No. R-41-21

Seconded by Councilmember Gavin

Ayes: Dean, Gavin, Price, Vilani, Baker, and Terbrack

Nays: Hennen

Motion Approved.

## **COMMUNICATIONS**

**OAKLAND COUNTY COMMISSIONER CHARLIE CAVELL:** introduced himself and discussed how he represents the 18th District and following boundary redistricting, he will become the Oakland County commissioner of the 19th district that will include the City of Berkley. He said he looks forward to working with everyone and said he may be reached by phone call or text at 248-807-4347.

**COUNCILMEMBER GAVIN:** thanked the Department of Public Safety, Department of Public Works, and the Holiday Committee for their work in the successful Holiday Lights Parade. He said it was truly magical and it was such a thrill to watch the community come together. He stated the next Planning Commission meeting will be on Tuesday, December 21<sup>st</sup> at 7 p.m. and the next Environmental Advisory Committee meeting will be in 2022. He wished everyone happy holidays and a happy new year. He said it has been a taxing couple of years, but to stay hopeful and safe and enjoy time with loved ones.

**COUNCILMEMBER VILANI:** thanked the Department of Public Safety for its support of the Berkley school district last week. Councilmember Vilani said her daughter texted that police were in her school and the councilmember stated how much the public safety presence was appreciated by the kids up to the adults. She said that the Berkley Area Chamber of Commerce has its annual board meeting on Thursday, December 9<sup>th</sup>.

**MAYOR PRO TEM DEAN:** announced, on behalf of the Parks and Recreation Department, that Community Park is getting a new playscape installed the week of December 13<sup>th</sup>. She said it will be ready

to use in time for spring. She said registration is still open for the Parks & Recreation vacation camp running at the end of December. In order to register for the vacation camp, call the Parks and Recreation Department or go online to [recreation.berkleymich.org](http://recreation.berkleymich.org). She said Parks and Recreation is having a free trial senior exercise class on December 7<sup>th</sup> from 10–11 a.m. She said there is hope to start offering this class to seniors at the start of the new year. She said there are a lot of other programs being offered through Parks and Recreation and to view the selection at [recreation.berkleymich.org](http://recreation.berkleymich.org). Mayor Pro Tem Dean thanked the Department of Public Works, Department of Public Safety, and the Holiday Parade Committee. She said she hadn't been that close to Santa in a long time. She said it was a great evening to be in Berkley and she is truly grateful for all of the support. She also gave a nod to the Downtown Development Authority as members were able to supply some additional activities for the Holiday Lights Parade. She said it is great when we come together as a community for something so wonderful.

**COUNCILMEMBER BAKER:** continued the accolades to the volunteers and attendees. He said he saw a lot of safe practices during the Holiday Lights Parade. He said Santa was in fine form and it was great to formerly welcome in the season. Councilmember Baker stated the Downtown Development Authority (DDA) will be meeting on Wednesday, December 8<sup>th</sup>. He gave kudos to those that participated in Small Business Saturday and the parade. He said on Saturday, December 4<sup>th</sup>, there was a mural reveal at 12 Mile and Robina. He said it is an official Detroit Institute of Arts installation. He talked about how Merri Month is upon us and to visit [downtownberkley.com](http://downtownberkley.com) to learn about all of the events including the scavenger hunt running until December 31<sup>st</sup>, shopping on Thursday nights, and the family fun shopping trolley December 11<sup>th</sup> from 11 am-6 p.m. He encouraged everyone to continue to shop local. Councilmember Baker said Historical Committee members were in the parade and they wanted to thank everyone for giving them a kind reception. He said the new holiday ornament and coffee mugs are available at the Historical Museum and City Hall. The Historical Museum hours are Wednesdays from 10 a.m.– 1 p.m. and Sundays from 2–4 p.m. He offered kudos to city staff for advancements toward the museum accepting credit cards. He said the Technology Advisory Committee meets on Wednesday, December 15<sup>th</sup>. He said they hope to move forward with the Alexa App. He reminded everyone to stay safe while online shopping and offered cyber safety tips to know if a website is secure. He quoted David Taylor- Klaus, "Words Matter. And the words that matter most are the ones that you say to yourself." He said people in positions of power and influence say things that cause people to act and react as well as people at home post things online that are not truthful and cause people to agree and to align. He said these words can cause people to do horrible unimaginable things. He encouraged everyone to remember the City of Berkley motto, "We Care." He urged everyone to embody this motto by caring about not only what they say, but also about how people will hear them and react to them so that together fear and hate can be overcome.

**COUNCILMEMBER PRICE:** said the holiday season kicked off with a bang. She thanked the Downtown Development Authority and Detroit Institute of Arts for unveiling a new mural on the side of the Berkley Movie Theatre. She thanked all of the volunteers and staff for making the Holiday Lights Parade as brilliant as ever. She said the Library will also host, "Night Before Christmas Storytime 7 p.m. on December 22<sup>nd</sup> through the Library's Facebook page. She said registration for that event is required. She said the Beautification Advisory Committee is preparing for its Annual Holiday Spirit Awards. She said this year, members will be focusing on blocks instead of individual homes. She said there will be a holiday map share with the community to indicate what areas will be participating. She said in order to participate, decorations need to be done by Friday, December 17<sup>th</sup>.

**COUNCILMEMBER HENNEN:** stated that he attended the National League of Cities virtual conference. He said some of the sessions he attended related to COVID response, closing streets for businesses, water infrastructure, safe streets, moving from fossil fuels, and attainable housing. He said we encounter many of the same challenges that other communities encounter. He found that Berkley is ahead of the curve in many ways when it comes to response. He said that an overall strategic plan is one thing we lack. He stated in regards to creating an overall strategic plan, he looks forward to when everyone can come together and have those work sessions, put them down on paper, and then get them into action.

Councilmember Hennen stated the Tree Board's next meeting is January 24<sup>th</sup>. He said tree planting began for those who are on the list to receive a tree. He said the Department of Public Works should have the planting done by next week and tree care instructions will be provided afterward. He said no care will be needed for the trees until the spring. He stated the Zoning Board of Appeals will meet on Monday, December 13<sup>th</sup>. He said they will hear a case regarding a duplex that was grandfathered in, allowed its status to lapse, and now would like to be considered a duplex once again. Councilmember Hennen talked about the new COVID-19 variant, Omicron, and said that early indication is the vaccine is still effective. He said the best defense is still vaccines and masking.

**CITY MANAGER BAUMGARTEN:** said he was happy to have the audit report presented tonight following two weeks of intensive work. He thanked Mark Pollock, Laurie Fielder and Sue Reddin for their hard work and also their year-round efforts that were well shown. He said the Coolidge Oversight Task Force will meet on December 13<sup>th</sup>. He said there will be an administrative hearing regarding a marihuana business license that will be a public meeting. He said the press release went out and other communities are reaching out to Berkley regarding our progress with marihuana licensing. He said although the process has been painful at times, it is something to be proud of and is hopefully close to being wrapped up and positive businesses will come to the community. He said he reflects the thanks of Council regarding the Holiday Lights Parade. He said he got to be in the last car with former Councilmember and current Emergency Manager Jack Blanchard. He said was able to see the reactions of many kids as he was going down the street. He said he really appreciates and thanks Public Safety.

**ATTORNEY CHRIST:** had nothing to report this evening.

**MAYOR TERBRACK:** echoed thanks for the Holiday Lights Parade and the Santa Drive By. He said he was unable to attend to the dismay of his children. He thanked Cinda, Denise, and the Berkley Junior Women's Club. He offered his sincere condolences to the parents at Oxford High School and the entire Oxford community in regards to the school shooting occurring there last week. He said as a parent, he cannot think of a worse feeling than being notified that there is an active shooter in your child's school. He said a school environment is supposed to be safe. He said sadly, tragedies like Oxford are happening far too often and people are becoming desensitized. He said he knows here in Berkley, everyone is working hard to keep our kids safe, including training programs. He said there is always more to do and having these conversations is not easy, but will continue. He thanked the Berkley School Board and Public Safety Department.

## **ADJOURNMENT**

Mayor Pro Tem Dean moved to adjourn the Regular Meeting at 8:04 p.m.

Seconded by Councilmember Hennen

Ayes: Hennen, Price, Vilani, Baker, Dean, Gavin and Terbrack

Nays: None

Motion Approved.



CITY OF BERKLEY  
CHECK WARRANT  
#1369  
NOVEMBER 2021

Check Date	Check	Vendor Name	Description	Amount	Voided?
11/10/2021	62205	ABBY KUTNER	PRECINCT WORKER	180.00	
11/10/2021	62206	ALEXANDRA GEDDA-SHAHEEN MILLS	PRECINCT WORKER	180.00	
11/10/2021	62207	ANDY GAWEL	PRECINCT WORKER	210.00	
11/10/2021	62208	ANNABELLE VOLLMAR	PRECINCT WORKER	205.00	
11/10/2021	62209	AVA HEILER	PRECINCT WORKER	96.00	
11/10/2021	62210	BARBARA CAMERON	PRECINCT WORKER	180.00	
11/10/2021	62211	BERNADETTE M. THEBOLT	PRECINCT WORKER	200.00	
11/10/2021	62212	BLAKE WOODRUFF	PRECINCT WORKER	200.00	
11/10/2021	62213	BRANDON URICH	PRECINCT WORKER	96.00	
11/10/2021	62214	BRIAN MARKHAM	PRECINCT WORKER	190.00	
11/10/2021	62215	CATHERINE DUGALIN	PRECINCT WORKER	200.00	
11/10/2021	62216	CATHERINE WADE	PRECINCT WORKER	108.00	
11/10/2021	62217	CHRISTOPHER CABALLERO	PRECINCT WORKER	225.00	
11/10/2021	62218	COLLEEN HILL-STRAMSAK	PRECINCT WORKER	200.00	
11/10/2021	62219	DIANE DUNCAN	PRECINCT WORKER	180.00	
11/10/2021	62220	DONNA TOMASZYCKI	PRECINCT WORKER	190.00	
11/10/2021	62221	ELIZABETH SAUNDERS	PRECINCT WORKER	96.00	
11/10/2021	62222	ELIZABETH SWANCHARA	PRECINCT WORKER	180.00	
11/10/2021	62223	EVA MITCHELL	PRECINCT WORKER	104.00	
11/10/2021	62224	GIOVANNI HERNANDEZ	PRECINCT WORKER	225.00	
11/10/2021	62225	ISABELLA JANSEN	PRECINCT WORKER	225.00	
11/10/2021	62226	JAMES HABROWSKI	PRECINCT WORKER	200.00	
11/10/2021	62227	JOAN ZDAN	PRECINCT WORKER	20.00	
11/10/2021	62228	JOHN C. BLANCHARD	PRECINCT WORKER	15.00	
11/10/2021	62229	JOSEPHINE BERG	PRECINCT WORKER	180.00	
11/10/2021	62230	JUDITH BAKOS	PRECINCT WORKER	220.00	
11/10/2021	62231	JUDITH HARNOIS	PRECINCT WORKER	180.00	
11/10/2021	62232	KARSTEN LIES	PRECINCT WORKER	200.00	
11/10/2021	62233	KARYN STICKEL	PRECINCT WORKER	180.00	
11/10/2021	62234	KATHERINE T. BELL	PRECINCT WORKER	220.00	
11/10/2021	62235	KATHY HENRY	PRECINCT WORKER	180.00	
11/10/2021	62236	KEVIN MCLAUGHLIN	PRECINCT WORKER	190.00	
11/10/2021	62237	LETHA DEHOYOS	PRECINCT WORKER	108.00	
11/10/2021	62238	LISA PEREZ	PRECINCT WORKER	200.00	
11/10/2021	62239	LISA STEVENS	PRECINCT WORKER	90.00	
11/10/2021	62240	MARK MEEK	PRECINCT WORKER	210.00	
11/10/2021	62241	MARY KOSTER	PRECINCT WORKER	220.00	
11/10/2021	62242	MARY MILLER-STROBEL	PRECINCT WORKER	180.00	
11/10/2021	62243	MEGAN MITCHELL	PRECINCT WORKER	60.00	
11/10/2021	62244	MICHAEL SMITH	PRECINCT WORKER	200.00	
11/10/2021	62245	MICHELLE KREBS	PRECINCT WORKER	128.00	
11/10/2021	62246	MISDU	CHILD SUPPORT CASE NO. 913340822	82.99	
			CHILD SUPPORT CASE NO. 913286400 - PR #2	128.05	
			CHILD SUPPORT CASE NO. 913488854 - PR #2	64.14	
				<b>275.18</b>	
11/10/2021	62247	NANCY KEEGAN	PRECINCT WORKER	220.00	
11/10/2021	62248	NATALIE SMITH	PRECINCT WORKER	225.00	
11/10/2021	62249	NATIONWIDE RETIREMENT SOLUTIONS	EMPL. DEDUCT. (NATIONWIDE 457) - PR #23	5,239.56	
			EMPL. DEDUCT. (ROTH) - PR #23	1,382.26	
				<b>6,621.82</b>	
11/10/2021	62250	NORMAN MORRIS	PRECINCT WORKER	200.00	
11/10/2021	62251	RAE KHOURY	PRECINCT WORKER	210.00	
11/10/2021	62252	REBECCA STEINBOCK	PRECINCT WORKER	108.00	
11/10/2021	62253	RUTH KLEIN	PRECINCT WORKER	205.00	
11/10/2021	62254	SANDI WEEKS	PRECINCT WORKER	180.00	
11/10/2021	62255	SOPHIA JANSEN	PRECINCT WORKER	72.00	
11/10/2021	62256	STEPHANIE DAVISON	PRECINCT WORKER	121.00	
11/10/2021	62257	SUSAN CITRARO	PRECINCT WORKER	190.00	
11/10/2021	62258	TERREN SADBERRY	PRECINCT WORKER	116.00	
11/10/2021	62259	THERESA WENDZINSKI	PRECINCT WORKER	180.00	
11/10/2021	62260	VANTAGEPOINT TRNSFR AGENTS-107930	EE/ER CONTRIB. (401) - PR #23	570.77	

11/10/2021	62261	VANTAGEPOINT TRNSFR AGENTS-303792	EMPLOYEE DEDUCT. (ICMA 457) - PR #23	2,308.28
			EMPLOYEE DEDUCT. - LOAN - PR #23	123.40
				<b>2,431.68</b>
11/10/2021	62262	VANTAGEPOINT TRNSFR AGENTS-706259	EMPLOYEE DEDUCT. (ICMA ROTH) - PR #23	105.00
11/15/2021	62263	ADT COMMERCIAL LLC	11/27/21 - 12/26/21 DPW ALARM MONITORING	81.63
11/15/2021	62264	AIRGAS USA, LLC	CYLINDER RENTAL	31.18
11/15/2021	62265	ALLIANCE MOBILE HEALTH	BLOOD DRAW FROM 21-9105	148.00
11/15/2021	62266	ALPHA PSYCHOLOGICAL SERVICES	NEW DISP. PSYCH - KNIGHT	725.00
11/15/2021	62267	AMAZON CAPITAL SERVICES	TACTICAL RIFLE BAG	64.99
			LIGHTS FOR HOLIDAY PARADE - GARAGE	197.89
			ROBINA P. LOT LIGHT REPAIR	49.81
			NETWORKING EQUIPMENT	34.79
			BP MONITOR	19.99
			1 TREADMILL	1,499.00
				<b>1,866.47</b>
11/15/2021	62268	ANDREANO CONSTRUCTION LLC	3829 PRAIRIE AVE.	1,500.00
11/15/2021	62269	APPLIED IMAGING	FINANCE COPIER	2.22
			FINANCE COPIER	8.52
				<b>10.74</b>
11/15/2021	62270	AT&T	ACCT. NO. 24854624000218 - 10/25/21 - 11	777.89
11/15/2021	62271	AT&T	ACCT. NO. 311160118 - FIBER INTERNET	149.00
11/15/2021	62272	AUDRIK, INC. DBA ROTO ROOTER	4159 CUMMINGS AVE.	1,000.00
11/15/2021	62273	BALDWIN PUBLIC LIBRARY	DISC RESURFACING	14.00
11/15/2021	62274	BERKLEY HOLIDAY LIGHTS COMMITTEE	DDA EVENTS & SPONSORSHIP - HOLIDAY LIGHT	500.00
11/15/2021	62275	BILLINGS LAWN EQUIPMENT	P&R BATTERY FOR MOWERS	69.30
			DPW/P&R BLADES MOWERS	158.04
				<b>227.34</b>
11/15/2021	62276	BLUE CROSS BLUE SHIELD OF MICH	OCTOBER 2021 CLAIMS	141,511.48
11/15/2021	62277	BRIAN ALIMOV	2948 KENMORE RD.	1,500.00
			3478 CUMMINGS AVE.	1,500.00
				<b>3,000.00</b>
11/15/2021	62278	BRIANNA BERGE	REIMBURSEMENT FOR FUEL	57.44
11/15/2021	62279	BRILLANT SYSTEMS, LLC	CAMERA SYST. INSTALL LABOR	4,750.00
11/15/2021	62280	CAMELOT CLEANERS	PRISONER BLANKETS - OCTOBER	73.08
11/15/2021	62281	CATALYST MEDIA FACTORY	MEDIA RELATIONS	2,000.00
11/15/2021	62282	CHET'S RENT-ALL	EQUIPMENT SUPPLIES	73.32
11/15/2021	62283	CINTAS	MAT CLEANING FOR CITY HALL	198.24
			CONTRACTUAL SERVICES	95.09
				<b>293.33</b>
11/15/2021	62284	CITY OF HUNTINGTON WOODS	CAGE FOR #49	2,000.00
11/15/2021	62285	CMV LANDSCAPE & EQUIPMENT COMPANY	2118 CASS CONCRETE REPAIR	3,547.50
			1271 CAMBRIDGE CONCRETE ROAD REPAIR	775.00
			2278 ROBINA CONCRETE ROAD REPAIR	22,657.50
			3563 12 MILE RD. CONCRETE REPAIR	930.00
			3541 PRAIRIE CONCRETE REPAIR	3,975.00
			2765 CENTRAL CONCRETE REPAIR	2,040.00
			4290 ROYAL CONCRETE REPAIR	1,462.50
			4047 PHILLIPS CONCRETE REPAIR	4,372.50
			996 COLUMBIA CONCRETE RD REPAIR	193.75
				<b>39,953.75</b>
11/15/2021	62286	CONTRACTORS CLOTHING CO.	UNIFORMS ROD HALAS	116.98
11/15/2021	62287	DEAN SELLERS FORD	PS ALIGNMENT	86.93
11/15/2021	62288	DORIS SHEIKH	SENIOR CONTACTUAL	396.90
11/15/2021	62289	DTE ELECTRIC COMPANY	POLE RENTAL FOR FIBER NETWORK	430.21



11/15/2021	62290	DU-ALL CLEANING INC.	DPW CUSTODIAL SERVICES - OCTOBER 2021	880.00
			CUSTODIAL SERVICES	1,870.00
			CUSTODIAL SERVICES	620.00
			JANITORIAL SERVICES - OCTOBER	2,310.00
			MONTHLY JANITORIAL	1,826.00
				<hr/>
				<b>7,506.00</b>
11/15/2021	62291	EGANIX	NOVEMBER 2021 GREASE CONTROL/SEWERS	480.00
11/15/2021	62292	FEDERAL PIPE & SUPPLY CO	NEW GATOR #50	65.55
11/15/2021	62293	FEDEX OFFICE	FOIA COPIES	10.81
11/15/2021	62294	FRESH COLLECTIVE, LLC	DDA EVENTS TRICK OR TREAT STROLL	160.65
11/15/2021	62295	GALLAGHER FIRE EQUIPMENT COMPANY	I.T. ROOM FIRE SYSTEM TEST	434.24
11/15/2021	62296	GORDON FOOD SERVICE INC.	SENIOR PROGRAM SUPPLIES	104.53
11/15/2021	62297	GREAT WESTERN STATES SUPPLY LLC	400 PENS	415.06
11/15/2021	62298	GUNNERS METERS & PARTS INC.	CURB BOXES, TUBING, SADDLES	2,005.75
11/15/2021	62299	HOME DEPOT CREDIT SERVICES	#53 MISC. COUP., TUBES	79.91
11/15/2021	62300	HOME DEPOT CREDIT SERVICES	BLDG. MAINT.	20.00
			BLDG. MAINT.	17.36
				<hr/>
				<b>37.36</b>
11/15/2021	62301	HUNT SIGN CO LTD	STREET SIGNS FOR SCHOOLS	2,985.00
			NEW BUILDING WAYFINDING SIGNS	2,105.00
				<hr/>
				<b>5,090.00</b>
11/15/2021	62302	HYDROCORP	OCTOBER 2021 CROSS CONNECTIONS SERVICES	1,658.00
11/15/2021	62303	IAN KINDER LLC	CONTRACTUAL SERVICES	199.50
11/15/2021	62304	INTERSTATE BILLING SERVICE	WINDSHIELD KIT #50 NEW GATOR	161.11
11/15/2021	62305	J.H. HART URBAN FORESTRY	TREE TRIM 10/25/21 - 10/29/21	2,764.50
11/15/2021	62306	JACK DEMMER FORD, INC.	PS HEAD LAMP	861.03
			PS	15.48
			PS NUTS, SHOCKS. ETC.	390.83
				<hr/>
				<b>1,267.34</b>
11/15/2021	62307	JAY'S SEPTIC TANK SERVICE	CONTRACTUAL SERVICES (JAYCEE)	135.00
			CONTRACTUAL SERVICES (LAZENBY)	135.00
			CONTRACTUAL SERVICES (TOT)	135.00
				<hr/>
				<b>405.00</b>
11/15/2021	62308	JCR SUPPLY INC.	SOAP DISP. & SANITIZER	331.44
11/15/2021	62309	JENNIFER FINNEY	WORK PERFORMED OCTOBER 13 - NOVEMBER 9	1,254.90
11/15/2021	62310	JONATHAN ROBERTS	REIMBURSEMENT FOR FUEL AND MEALS	129.78
11/15/2021	62311	JULIA APSEY	CONTRACTUAL SERVICES	79.10
11/15/2021	62312	JUSTIN SJOGREN	SIDWELL #04-25-18-303-023	3,304.57
11/15/2021	62313	KANOPY, INC.	KANOPY DIGITAL CONTENT	132.05
11/15/2021	62314	KONICA MINOLTA BUSINESS SOLUTIONS	KONICA COPIER USAGE	15.08
			OFFICE EQUIPMENT RENTAL	99.00
				<hr/>
				<b>114.08</b>
11/15/2021	62315	LARRY'S WELDING SUPPLY	CYLINDER RENTAL OCTOBER 2021	62.65
11/15/2021	62316	LISA KEMPNER	DDA EVENTS DECOR, GAZEBO, MONSTER MASH	460.70
11/15/2021	62317	LISA LITTELL	PUBLIC ART STOREFRONT WINDOWS	5,050.00
11/15/2021	62318	MATT PLEIN	SIDWELL #04-25-18-379-003	2,183.05
11/15/2021	62319	METRO PUMP SERVICE	OCTOBER 2021 FUEL ISLAND MAINT.	428.00
11/15/2021	62320	MICHIGAN STATE FIREMEN'S ASSOC.	2022 MEMBERSHIP	75.00
11/15/2021	62321	MIDWEST TAPE	HOOPLA DIGITAL CONTENT	1,048.47
11/15/2021	62322	MR. KABOB	ICE FOR RANGE	10.00
11/15/2021	62323	MUNICODE	8 MUNICODE	456.64
			SUPPLEMENT PAGES / IMAGES, GRAPHS & TABU	5,083.53
				<hr/>
				<b>5,540.17</b>
11/15/2021	62324	NELSON BROTHERS SEWER & PLUMBING	1627 DOROTHEA RD.	5,000.00
11/15/2021	62325	NEWEGG BUSINESS, INC.	NETWORK SWITCH	107.70
11/15/2021	62326	NORFIELD DEVELOPMENT PARTNERS, LLC	DPW NOVEMBER 2021 MISS DIG SOFTWARE	199.00

11/15/2021	62327	NYE UNIFORM	BOOTS & UNIFORMS - KEMPSKI	772.90
			BERGE - UNIFORMS	855.00
				<b>1,627.90</b>
11/15/2021	62328	O'REILLY AUTOMOTIVE, INC.	DEF OIL	35.97
			OIL DEF	35.97
			OIL FILTERS	14.38
			OIL FUEL CLEANER	119.88
			TRAINING SUPPLIES FOR SALVAGE VEHICLE TR	83.00
				<b>289.20</b>
11/15/2021	62329	OAKLAND CO TREASURERS ASSOC	HOLIDAY LUNCHEON MEETING	70.00
11/15/2021	62330	OAKLAND COUNTY	SEWAGE TREATMENT FOR OCTOBER 2021	243,570.51
11/15/2021	62331	PHOENIX STONE CO.	PLAYGROUND ATHLETIC	826.00
11/15/2021	62332	PLUMBERZ NORTH AMERICA LLC	1660 COLUMBIA RD.	500.00
11/15/2021	62333	POSTMASTER	POSTAGE FOR OVERDUE ACCOUNT	200.00
11/15/2021	62334	PRESIDIO NETWORKED SOLUTIONS GROUP	NVR INSTALLATION	625.00
			CAMERA	2,673.86
			CEILING MOUNT MICROPHONE	140.00
				<b>3,438.86</b>
11/15/2021	62335	PRINTING SYSTEMS	NOV. 2, 2021 BALLOTS	2,173.13
11/15/2021	62336	PRO-GRAPHICS, INC.	STREETSCAPE BANNERS AT COOLIDGE	408.00
11/15/2021	62337	QUANTUM SERVICES GROUP, LLC	SERVER/FIREWALL MONITORING	536.00
			SERVER BACKUP SYSTEM	400.00
				<b>936.00</b>
11/15/2021	62338	READY DIG EXCAVATION	3514 ROBINA AVE.	1,000.00
11/15/2021	62339	REHRIG PACIFIC COMPANY	111 95 GAL TOTERS	7,271.35
11/15/2021	62340	ROAD COMMISSION OF OAKLAND CO	BRINE	55.00
11/15/2021	62341	S/E OAK. CTY WATER AUTHORITY	OCTOBER 2021 BULK WATER	62,861.32
11/15/2021	62342	S/E OAK.CTY RESOURCE REC. AUTH	TRASH, RECYCLE, PICK-UPS FOR OCTOBER 202	51,044.00
11/15/2021	62343	SCHENA ROOFING & SHEET METAL	ROOF REPAIRS - LEAKS @ PS	635.00
11/15/2021	62344	SILVERKEY LLC	DDA EVENTS LIGHT INSTALLATION	2,000.00
11/15/2021	62345	SPECTRUM PRINTERS, INC.	TEST DECK - ELECTIONS	257.76
11/15/2021	62346	STAPLES	OFFICE SUPPLIES - OCTOBER	99.36
			TAPE & LABELS	115.07
				<b>214.43</b>
11/15/2021	62347	STATE OF MICH-DEPT OF TREASURY	OCTOBER 2021 MI TAX WITHHOLDING FOR ACTI	17,945.47
11/15/2021	62348	STATE OF MICH-DEPT OF TREASURY	OCTOBER 2021 MI TAX WITHHOLDING FOR RETI	3,063.75
11/15/2021	62349	STREET DUTY	PAPKE - SWAT SUPPLIES	166.00
11/15/2021	62350	T-MOBILE	T-MOBILE HOTSPOTS	143.56
11/15/2021	62351	THE ORIGINAL PRINT SHOPPE	MARKETING AND ADVERTISING	45.00
11/15/2021	62352	THORNTON & GROOMS INC.	3641 TYLER AVE.	1,500.00
11/15/2021	62353	THURSDAY AL-ANON	PARTIAL REFUND - COMMUNITY CENTER USE	60.00
11/15/2021	62354	TRANSUNION RISK AND ALTERNATIVE	TLOXP INVEST. SERVICES - OCTOBER	121.00
11/15/2021	62355	TREDROC TIRE SERVICES LLC	PS TIRES	373.28
			PS TIRES	861.06
				<b>1,234.34</b>
11/15/2021	62356	TRUCK & TRAILER SPECIALTIES, INC.	MESSAGE BOARD PARTS - MESSAGE SYSTEM	1,420.00
11/15/2021	62357	WCI CONTRACTORS, INC.	PLAZA PROJECT PAY APPLICATION #2	89,603.65
11/15/2021	62358	WEX BANK	GAS - ADAM - MULCH PICK UP	49.90
11/15/2021	62359	XEROX CORPORATION	USER FEES 9/21 - 10/25/21	74.83
11/17/2021	62360	21ST CENTURY MEDIA - MICHIGAN	CLASSIFIED AD	117.76
			CLASSIFIED AD	182.83
			CLASSIFIED AD	117.76
			CLASSIFIED AD	132.22
				<b>550.57</b>
11/17/2021	62361	AWE LEARNING	EARLY LITERACY MACHINE	2,984.00
11/17/2021	62362	BIOCARE, INC.	ROBERTS/HARMON HAZMAT TEAM PHYSICALS	1,760.00

11/17/2021	62363	BRENDEL'S SEPTIC TANK SERVICE, LLC	CONTRACTUAL SERVICES (COMM CENTER)	170.00
11/17/2021	62364	DURST LUMBER CO	MISC. ITEMS	438.09
11/17/2021	62365	J. MILLER PHOTOGRAPHY	PS HOLIDAY CARDS 2021	90.00
11/17/2021	62366	MICHIGAN MUNICIPAL LEAGUE	CDL CONSORTIUM DRIVERS FEE - MEMBER	1,200.00
11/17/2021	62367	OAKLAND COUNTY TREASURER	CVT FOR PERIOD 10/01/21 - 10/31/21	246.05
11/17/2021	62368	ROCHESTER MIDLAND	SANOR SERVICE FOR CITY HALL	71.46
11/17/2021	62369	STATE OF MICHIGAN	ROBERTS - FIRE INV. SCHOOL	850.00
11/17/2021	62370	TERRA BOUND SOLUTIONS	BENCHES	15,710.00
11/17/2021	62371	THE HARTFORD	NOVEMBER 2021 PREMIUM FOR ACTIVES	2,144.50
			NOVEMBER 2021 PREMIUM FOR RETIREES	286.00
				<b>2,430.50</b>
11/17/2021	62372	VERIZON WIRELESS	IPAD SERVICE FOR 10/02/21 - 11/01/21	266.07
11/24/2021	62373	MISDU	CHILD SUPPORT CASE NO. 913340822 - PR #2	82.99
			CHILD SUPPORT CASE NO. 913286400 - PR #2	128.05
			CHILD SUPPORT CASE NO. 913488854 - PR #2	64.14
				<b>275.18</b>
11/24/2021	62374	NATIONWIDE RETIREMENT SOLUTIONS	EMPL. DEDUCT. (NATIONWIDE 457) - PR #24	5,300.65
			EMPL. DEDUCT. (ROTH) - PR #24	1,341.54
				<b>6,642.19</b>
11/24/2021	62375	VANTAGEPOINT TRNSFR AGENTS-107930	EE/ER CONTRIB. (401) - PR #24	570.77
11/24/2021	62376	VANTAGEPOINT TRNSFR AGENTS-303792	EMPLOYEE DEDUCT. (ICMA 457) - PR #24	2,347.17
			EMPLOYEE DEDUCT. - LOAN - PR #24	123.40
				<b>2,470.57</b>
11/24/2021	62377	VANTAGEPOINT TRNSFR AGENTS-706259	EMPLOYEE DEDUCT. (ICMA ROTH) - PR #24	105.00
11/30/2021	62379	21ST CENTURY MEDIA - MICHIGAN	PH NOTICE	190.06
			PH NOTICE	269.59
			PH NOTICE	190.06
				<b>649.71</b>
11/30/2021	62380	27799 WOODWARD LLC	984 OXFORD RD.	1,000.00
			972 OXFORD RD.	1,000.00
				<b>2,000.00</b>
11/30/2021	62381	ABR ALPINE DESIGN	1660 WEST BLVD.	50.00
11/30/2021	62382	ADKISON, NEED, ALLEN & RENTROP PLLC	MBL APPEAL HEARING OFFICER	4,530.00
11/30/2021	62383	ADN ADMINISTRATORS, INC.	ADMINISTRATIVE FEE FOR DECEMBER 2021	954.50
11/30/2021	62384	AFFORDABLE DRY BASEMENT	4253 TYLER AVE.	75.00
11/30/2021	62385	ALL TRAFFIC SOLUTIONS, INC.	REMOTE ACCESS SPEED TRAILER	1,500.00
11/30/2021	62386	ALLIANCE MOBILE HEALTH	BLOOD DRAWS	888.00
11/30/2021	62387	AMAZON CAPITAL SERVICES	BREAK ROOM / CONF RM SUPPLIES	186.20
			FRIDGE FILTER, LAUNDRY PODS, DISHWASHING	149.98
			BRINE TANK CAP	22.99
			BACK BOARD FOR ACO	138.00
				<b>497.17</b>
11/30/2021	62388	ANDREA MULHEISEN	SELF DEFENSE REFUND	20.00
11/30/2021	62389	APPLIED IMAGING	FINANCE COPIER	17.65
11/30/2021	62390	APRIL OLSON	3024 BUCKINGHAM RD.	100.00
11/30/2021	62391	AVALON CONSTRUCTION	3213 GARDNER AVE.	1,000.00
11/30/2021	62392	BASEMENT WATERPROOFING OF MI	2615 KIPLING AVE.	100.00
11/30/2021	62393	BASIC	ADMINISTRATION FEE FOR NOVEMBER 2021	80.00
11/30/2021	62394	BIG D LOCK CITY	KEYS	10.60
			LABOR FOR LOCKSET	75.00
				<b>85.60</b>
11/30/2021	62395	BILLINGS LAWN EQUIPMENT	#50 DPW LED LIGHT KIT	306.30

11/30/2021	62396	BLUE CROSS BLUE SHIELD OF MICHIGAN	DECEMBER 2021 PREMIUM FOR SUFFIX 601	21,812.40
			DECEMBER 2021 PREMIUM FOR SUFFIX 600	4,637.28
				<b>26,449.68</b>
11/30/2021	62397	BONITA MAHER	3024 ELLWOOD AVE.	50.00
11/30/2021	62398	BRIAN ALIMOV	1691 EATON RD.	1,500.00
11/30/2021	62399	BRIAN D. CABBLE	2343 SUNNYKNOLL AVE.	50.00
11/30/2021	62400	BRIAN M. GEISZLER	2055 HARVARD RD.	200.00
11/30/2021	62401	BRODART CO.	BOOK JACKETS	461.08
11/30/2021	62402	C & G NEWSPAPERS	PH NOTICES	184.60
11/30/2021	62403	CARL BILLINGS	786 ELEVEN MILE	55.00
11/30/2021	62404	CBTS	PHONE PROGRAMMING	929.81
			PHONE PROGRAMMING	128.25
				<b>1,058.06</b>
11/30/2021	62405	CERTIFIED HOME IMPROVEMENT LLC	3644 CUMMINGS AVE.	75.00
11/30/2021	62406	CINTAS	MED BOX REFILL	122.29
			CONTRACTUAL SERVICES	95.09
				<b>217.38</b>
11/30/2021	62407	CLINTON RIVER WATERSHED COUNCIL	MEMBERSHIP	1,000.00
11/30/2021	62408	CMV LANDSCAPE & EQUIPMENT COMPANY	2485 MORTENSON CONCRETE REPAIR	1,852.50
			1760 OAKSHIRE CONCRETE ROAD REPAIR	3,301.25
			1780 BACON CONCRETE ROAD REPAIR	588.00
			2799 CUMMINGS CONCRETE ROAD REPAIR	8,223.00
			2575 CATALPA CONCRETE ROAD REPAIR	3,276.00
			3409 CATALPA CONCRETE ROAD REPAIR	4,015.00
			1833 COOLIDGE CONCRETE ROAD REPAIR	2,092.50
			2600 HARVARD CONCRETE ROAD REPAIR	271.25
			2415 COOLIDGE CONCRETE ROAD REPAIR	310.00
			2485 COOLIDGE ROAD REPAIR/CONCRETE	426.25
			2675 COOLIDGE ROAD REPAIR/CONCRETE	279.00
			2823 COOLIDGE ROAD REPAIR/CONCRETE	418.50
			3009 COOLIDGE CONCRETE ROAD REPAIR	558.00
			3818 TWELVE MILE CONCRETE ROAD REPAIR	767.25
				<b>26,378.50</b>
11/30/2021	62409	CONTRACTORS CLOTHING CO.	UNIFORMS - S. YOUNG	382.46
			UNIFORMS	89.92
				<b>472.38</b>
11/30/2021	62410	CONTRACTORS CONNECTION	PUMP	821.95
			MARKING STICK	28.65
				<b>850.60</b>
11/30/2021	62411	DANA STEVENS ARBORIST, INC.	FALL FERTILIZING ALL LOCUST TREES ON 12	220.00
11/30/2021	62412	DEALER AUTO PARTS SALES	#4 DPW PARTS	494.98
			#4 DPW PARTS	75.86
			#4 DPW PARTS - APPLY CM 569394	20.07
				<b>590.91</b>
11/30/2021	62413	DELWOOD SUPPLY CO.	BALL VALVES, TEFLON TAPE	219.67
			PVC DRAIN	68.11
				<b>287.78</b>
11/30/2021	62414	DETROIT BUILD, INC.	2056 HARVARD RD.	100.00
11/30/2021	62415	DU-ALL CLEANING INC.	CITY HALL JANITORIAL	1,521.00
			CUSTODIAL SERVICES	1,870.00
				<b>3,391.00</b>

11/30/2021	62416	EARLE CONSTRUCTION LLC	3154 GREENFIELD RD. 3166	800.00
11/30/2021	62417	EASY EXIT EGRESS WINDOWS LLC	3567 Kipling Ave.	50.00
11/30/2021	62418	EJ USA, INC.	COVERS	7,696.51
			COVERS	949.85
			CURB BOX	452.48
			COVERS	2,089.67
				<b>11,188.51</b>
11/30/2021	62419	EMERGENCY DRAIN AND PLUMBING	2651 ROBINA AVE.	5,000.00
11/30/2021	62420	FERGUSON ENTERPRISES LLC #3326	GATE KEY	899.36
11/30/2021	62421	FERGUSON WATERWORKS #3386	METERS	4,760.60
			BLUE WIRE	697.52
				<b>5,458.12</b>
11/30/2021	62422	FINISHED BASEMENTS PLUS LLC	3692 ELLWOOD AVE.	500.00
11/30/2021	62423	FOUNDATION SYSTEMS OF MICHIGAN	3626 PRAIRIE AVE.	100.00
			3955 PHILLIPS	40.00
				<b>140.00</b>
11/30/2021	62424	FRANKS LANDSCAPING & SUPPLIES LLC.	SIDEWALK STAMPED SEALING	17,599.48
11/30/2021	62425	FRONT LINE SERVICES, INC.	NEW/REPLACEMENT FIRE - GEARY. BERGE, BUN	3,054.59
			NEW FILTER CAP S-4	81.56
			FALL ANNUAL PUMP/TRUCK INSP.	1,621.90
			FALL ANNUAL PUMP/TRUCK INSP. T-4	1,197.98
			FALL ANNUAL PUMP/TRUCK INSP. S-4	1,094.25
				<b>7,050.28</b>
11/30/2021	62426	GRANITE INLINER, LLC	SEWER LINING ANNUAL CONTRACT	17,510.00
11/30/2021	62427	GREAT LAKES PEST CONTROL CO	MONTHLY PEST CONTROL	60.00
			RODENT CONTROL	40.00
			PEST CONTROL - RATS	75.00
			NOVEMBER 2021 DPW MONTHLY PEST CONTROL	40.00
				<b>215.00</b>
11/30/2021	62428	GREAT LAKES WATER AUTHORITY	IWC OCTOBER 2021	3,147.06
11/30/2021	62429	GUARDIAN ALARM	CONTRACTUAL SERVICES	1,053.48
11/30/2021	62430	GUNNERS METERS & PARTS INC.	CORP STOPS - ANODES	2,332.00
			UNIONS	402.00
			TAP SADDLES - PIPE	1,210.00
			CORP ADAPTER	763.50
				<b>4,707.50</b>
11/30/2021	62431	HADLEY CONSTRUCTION	929 PRINCETON RD.	75.00
11/30/2021	62432	HAFELI, STARAN, & CHRIST, P.C.	LEGAL SERVICES THROUGH OCTOBER 31, 2021	6,502.50
11/30/2021	62433	HILLAN HOMES INC.	3238 PHILLIPS AVE.	1,000.00
			3238 PHILLIPS AVE.	800.00
			3238 PHILLIPS	850.00
			3599 GARDNER AVE.	800.00
			1864 DOROTHEA RD.	800.00
				<b>4,250.00</b>
11/30/2021	62434	HOME DEPOT CREDIT SERVICES	LATE FEE	20.00
11/30/2021	62435	HOOVER ELECTRIC INC.	2485 MORTENSON BLVD.	500.00
11/30/2021	62436	HOWARD L. SHIFMAN P.C.	SERVICES THRU OCTOBER 31, 2021	667.00
11/30/2021	62437	HUNT SIGN CO LTD	2125 TWELVE MILE RD.	50.00
11/30/2021	62438	IAN KINDER LLC	CONTRACTUAL SERVICES	73.50
11/30/2021	62439	IIMC	ANNUAL IIMC MEMBERSHIP FEE	200.00
11/30/2021	62440	INDIGITAL	E-911 GATEWAY	6,400.00
			GATEWAY MAINTENANCE	593.26
			GATEWAY INSTALL & MAINTENANCE	2,393.26

				<b>9,386.52</b>
11/30/2021	62441	INGRAM ROOFING INC.	2376 CUMMINGS AVE.	<b>75.00</b>
11/30/2021	62442	J A S CONTRACTING INC.	3933 TWELVE MILE RD.	<b>100.00</b>
11/30/2021	62443	J.H. HART URBAN FORESTRY	TREE TRIM & SAW CRANE - 11/15/21 - 11/19	7,797.75
			TREE TRIM, REMOVAL, LOG & STUMP	6,513.75
			TREE TRIM, REMOVAL, STUMP & LOG	<b>7,124.00</b>
				<b>21,435.50</b>
11/30/2021	62444	JAY'S SEPTIC TANK SERVICE	CONTRACTUAL SERVICES (LAZENBY)	<b>135.00</b>
11/30/2021	62445	JEFFREY VIOLA	1738 EATON RD.	<b>50.00</b>
11/30/2021	62446	JESSIE BATES	NO INSPECTIONS PERFORMED	<b>180.00</b>
11/30/2021	62447	JOHN WESLEY CLARK, JR.	2231 COLUMBIA RD.	<b>50.00</b>
11/30/2021	62448	JUMP-A-RAMA, INC.	CONTRACTUAL SERVICES	<b>1,575.00</b>
11/30/2021	62449	KEVIN KACAN & BRIGID RONEY	878 CAMBRIDGE RD.	<b>50.00</b>
11/30/2021	62450	KJURSEL, LLC	3170 ELEVEN MILE RD.	<b>50.00</b>
11/30/2021	62451	KONICA MINOLTA BUSINESS SOLUTIONS	OFFICE EQUIPMENT RENTAL	55.84
			DPW COPIER OCTOBER 2021	74.76
			PDF OPTION	<b>9.10</b>
				<b>139.70</b>
11/30/2021	62452	KRISTI MCALLISTER & AARON ROOT	2067 CASS BLVD.	<b>15.00</b>
11/30/2021	62453	KROLL CONSTRUCTION CO.	2233 EDGEWOOD BLVD.	<b>75.00</b>
11/30/2021	62454	KSS ENTERPRISES	LOBBY RUGS	<b>2,061.89</b>
11/30/2021	62455	LAKE POINTE CONSTRUCTION INC.	2814 WAKEFIELD RD.	<b>100.00</b>
11/30/2021	62456	LAKEVIEW HEATING, PLUMBING WATERPRO	1573 EATON RD.	<b>5,000.00</b>
11/30/2021	62457	LANCE GABRIEL STARLER	2769 COOLIDGE HWY.	<b>50.00</b>
11/30/2021	62458	LEVINE & SONS INC.	4253 TYLER AVE.	<b>500.00</b>
11/30/2021	62459	LISA LITTELL	STOREFRONT WINDOWS PUBLIC ART/PLACEMAKIN	<b>8,550.00</b>
11/30/2021	62460	LORENE BRANCH	SELF DEFENSE REFUND	<b>20.00</b>
11/30/2021	62461	MAIN DRAIN SEWER & REPAIR LLC	1273 PRINCETON RD.	<b>500.00</b>
11/30/2021	62462	MAIN'S LANDSCAPE SUPPLY	TOPSOIL	<b>50.98</b>
11/30/2021	62463	MAKING WAVES LISA	FACADE GRANT INCENTIVES	<b>3,750.00</b>
11/30/2021	62464	MALONEY TRUCKING	HAUL OUT DIRT	1,320.00
			HAUL OUT DIRT / HAUL ON C2 FILL SAND	<b>2,095.00</b>
				<b>3,415.00</b>
11/30/2021	62465	MARCO LEON DEON JR.	2679 COLUMBIA	<b>65.00</b>
11/30/2021	62466	MARIO CISNEROS	3758 GRIFFITH AVE.	<b>75.00</b>
11/30/2021	62467	MARTINO ENTERPRISES INC.	1283 EATON RD.	<b>75.00</b>
11/30/2021	62468	MCKENNA	INSPECTIONS FOR OCTOBER 2021	<b>30,099.75</b>
11/30/2021	62469	METRO PUMP SERVICE	DIESEL PUMP REPAIR (FUEL ISLAND)	<b>705.00</b>
11/30/2021	62470	MICH. RECREATION & PARK ASSOC.	PROFESSIONAL DEVELOPMENT	450.00
			PROFESSIONAL DEVELOPMENT	<b>450.00</b>
				<b>900.00</b>
11/30/2021	62471	MICHIGAN GRAPHICS & AWARDS	OFFICE SUPPLIES (NAME PLATE)	<b>20.00</b>
11/30/2021	62472	MIKE SKIBA	MUSICAL PERFORMANCE & SOUND FOR DIA MURA	<b>200.00</b>
11/30/2021	62473	MIKE SWANTEK	MUSICAL & SOUND FOR DIA MURAL EVENT	<b>200.00</b>
11/30/2021	62474	MONDO HOLDINGS LLC	1659 PRINCETON RD.	<b>100.00</b>
11/30/2021	62475	MR. ROOF HOLDING COMPANY LLC	2171 BACON AVE.	<b>50.00</b>
11/30/2021	62476	O'REILLY AUTOMOTIVE, INC.	DPW ROTOR PADS	249.26
			DPW #1 HUB ASSEMBLY	371.98
			DEF - OIL (MECHANIC)	57.46
			WIPER FLUID DPW	3.09
			DEF OIL (MECHANIC)	47.96
			#4 DPW - APPLY CM 3327-411380 & 3327-412	<b>166.39</b>
				<b>896.14</b>
11/30/2021	62477	OAK CO ASSOC OF CHIEFS OF POLICE	2022 DUES FOR KOEHN, HADFIELD, MILLER, &	<b>120.00</b>
11/30/2021	62478	OAKLAND CO TREASURERS ASSOC	2022 DUES FOR MARK POLLOCK AND BRYAN BEM	<b>40.00</b>
11/30/2021	62479	OLIVER CONSTRUCTION	1895 COLUMBIA	850.00
			1895 COLUMBIA RD.	800.00

			1895 COLUMBIA RD.	1,000.00
				<b>2,650.00</b>
11/30/2021	62480	OUR LADY OF LASALETTE	2600 HARVARD RD.	100.00
11/30/2021	62481	P. A. MORRIS COMPANY	MEETING ATTENDANCE/MINUTES FOR 11/10/21	150.00
11/30/2021	62482	PARADIGM PLUMBING & MECH, INC.	1721 CAMBRIDGE RD.	500.00
11/30/2021	62483	PATRICK T. GIFFER	2386 HENLEY AVE.	75.00
11/30/2021	62484	PAUL SCOTT PLUMBING INC	2270 PRINCETON RD.	500.00
11/30/2021	62485	PERFORMANCE RESIDENTIAL REMODELING	2220 THOMAS AVE.	100.00
11/30/2021	62486	PIPELOGIX INC.	ANNUAL SEWER VIDEO SOFTWARE SUPPORT 21-2	2,500.00
11/30/2021	62487	POSTMASTER	BUZZ POSTAGE	5,000.00
11/30/2021	62488	RANDY ALLEN MANHIRE	2192 OXFORD RD.	50.00
11/30/2021	62489	RICARDO ANTONIO RODRIGUEZ	1997 CAMBRIDGE RD.	100.00
11/30/2021	62490	RICHARD MURRAY	2426 TYLER AVE.	100.00
11/30/2021	62491	RKA PETROLEUM COS, INC	#2 ULTRA LOW SULFUR DIESEL	1,025.24
			#2 ULTRA LOW SULFUR DIESEL	1,480.24
				<b>2,505.48</b>
11/30/2021	62492	ROAD COMMISSION OF OAKLAND CO	SIGNAL MAINT. - SEPTEMBER 2021	755.15
11/30/2021	62493	RYAN WEHLER	2843 ELLWOOD AVE,	200.00
11/30/2021	62494	S & S PROPERTY PRESERVATION INC.	2533 MORTENSON BLVD.	50.00
11/30/2021	62495	S/E OAK CO PUBLIC WORKS ASSO	ANNUAL MEMBERSHIP DUES 2021-2022	20.00
11/30/2021	62496	S/E OAK.CTY RESOURCE REC. AUTH	TRASH, RECYCLE, PICKUPS - NOVEMBER 2021	44,740.00
			OCTOBER 2021 CITY PICK-UPS & SPECIALS	905.48
				<b>45,645.48</b>
11/30/2021	62497	SALVATORE JOSEPH PALAZZOLO	2260 BUCKINGHAM	30.00
11/30/2021	62498	SCHENA ROOFING & SHEET METAL	DPW GARAGE LEAK REPAIR	440.00
11/30/2021	62499	SHARON & JOHN BLAQUIERE	3036 ELLWOOD AVE.	75.00
11/30/2021	62500	SMOLYANOV HOME IMPROVEMENT	2192 OXFORD RD.	100.00
			3084 GREENFIELD RD.	100.00
				<b>200.00</b>
11/30/2021	62501	SR1 OF MICHIGAN INC.	3748 TYLER AVE.	50.00
11/30/2021	62502	STAPLES	OFFICE SUPPLIES FOR CITY HALL	177.37
			OFFICE SUPPLIES	99.13
				<b>276.50</b>
11/30/2021	62503	SYSTEMP CORPORATION	SERVICE/LABOR CHARGE - BOILER	50.00
			HVAC INSP. FILTER CHANGES	750.00
				<b>800.00</b>
11/30/2021	62504	THE LIBRARY NETWORK	BOOKS, PERIODICALS, DVD'S, CD'S, BOOKS O	7,736.64
11/30/2021	62505	THE PRINT STOP, INC	18 X 27 COLOR PRINTS	70.00
11/30/2021	62506	THE RAPID GROUP, LLC	RAPID SHRED	30.00
11/30/2021	62507	TILLEY CONSTRUCTION INC.	1478 WEST BLVD.	100.00
11/30/2021	62508	TOLEDO SIGN COMPANY, INC.	WAYFINDING SIGNS BALANCE	5,599.00
11/30/2021	62509	TREDROC TIRE SERVICES LLC	NEW TIRES S-4	3,322.18
11/30/2021	62510	UNEMPLOYMENT INSURANCE AGENCY	0804684 000 - BALANCE DUE	58.99
11/30/2021	62511	VERIZON WIRELESS	FOR SERVICE 10/21/21 - 11/20/21	1,704.21
11/30/2021	62512	VERIZON WIRELESS - VSAT	SEARCH WARRANTS - HADFIELD	50.00
11/30/2021	62513	WALL STREET JOURNAL	RENEWAL OF SUBSCRIPTION FOR 1 YEAR	599.88
11/30/2021	62514	WANCO	MESSAGE BOARD SUPPORT DATA PACKAGE	120.00
11/30/2021	62515	WATCHGUARD VIDEO	WG ANNUAL FEE	8,340.00
11/30/2021	62516	WILLIE LARRY MURRAY	1149 OXFORD RD.	100.00
11/30/2021	62517	WINDSTREAM	PHONE SERVICE	620.79
11/30/2021	62518	WOW! BUSINESS	UTILITIES (2100 BACON)	392.99
			WOW FIBER INTERNET	382.99
			WOW INTERNET SERVICE	224.99
				<b>1,000.97</b>

Total of 338 Checks:	1,189,952.01
Less 0 Void Checks:	0.00
Total of 338 Disbursements:	1,189,952.01

**CITY OF BERKLEY**  
**ACH TRANSFERS**

**VENDOR**

11/1/2021 INTERNAL REVENUE SERVICE	\$	15,483.36
11/1/2021 INTERNAL REVENUE SERVICE	\$	43,712.59
11/1/2021 PSO UNION DUES	\$	800.00
11/1/2021 PS COMMAND UNION DUES	\$	360.00
11/12/2021 INTERNAL REVENUE SERVICE	\$	45,470.45
11/15/2021 DPW UNION DUES	\$	308.00
11/15/2021 PSO UNION DUES	\$	800.00
11/15/2021 PS COMMAND UNION DUES	\$	360.00
11/18/2021 ALERUS FINANCIAL	\$	7,399.02
11/18/2021 DTE ENERGY	\$	25,201.50
11/18/2021 CONSUMERS ENERGY	\$	460.28
11/22/2021 CONSUMERS ENERGY	\$	814.53
11/22/2021 A D N	\$	25,000.00
11/23/2021 MERS	\$	96,319.91
11/24/2021 INTERNAL REVENUE SERVICE	\$	46,658.65
11/30/2021 PSO UNION DUES	\$	800.00
11/30/2021 PS COMMAND UNION DUES	\$	360.00
11/30/2021 ALERUS FINANCIAL	\$	7,704.85
11/30/2021 DTE ENERGY	\$	433.89
	<b>\$</b>	<b>318,447.03</b>

We hereby certify that the foregoing is a true and correct list of bills and that they have been approved by the City Council and this is the authority to issue checks in the amounts stated and charge them in the various accounts.

\_\_\_\_\_  
*Daniel J. Terbrack, Mayor*

\_\_\_\_\_  
*Victoria Mitchell, City Clerk*



December 20, 2021 City Council Meeting

Moved by Councilmember \_\_\_\_\_ and seconded by Councilmember  
\_\_\_\_\_ to approve the appointment to various Boards and Commissions:

**Tree Board**

Annabelle Sitarek, appointment as a student member to a term expiring July 1, 2022.

Ayes:

Nays:

Motion:

December 20, 2021 City Council Meeting

Moved by Councilmember \_\_\_\_\_ and seconded by Councilmember  
\_\_\_\_\_ to consider an update to Berkley's Merit System of Human Resource  
Management.

Ayes:

Nays:

Motion:

# Memo

To: City Employees and City Council  
From: Matthew Baumgarten, City Manager  
Date: December 20, 2021  
Subject: Proposed Updates to MERIT System

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All,

As you know, last year employees from each department were asked to form a Committee to review and suggest updates to the Merit System of Human Resources for the City of Berkley. Broadly, the "merit system" is a method of personnel management designed to promote the efficiency, economy of the service, and the good of the public by providing for the selection and retention of employees and other related matters based upon merit and fitness.

In Berkley, our Merit System acts in place of a collective bargaining agreement and can only be changed by an act of the City Council. To get to that point, our Committee has reviewed the existing document line-by-line with the input of their fellow members from each department. The Committee developed a draft document to be reviewed by myself and our Finance Department. I was able to make some suggestions to the Committee and this collaborative process has yielded a draft document for the City Council's consideration. I am grateful for their work and the time they put into this document.

While many non-substantive changes were made to the grouping of topics, phasing, and format, I wanted to outline the items that will have an impact on our Merit System employees in this memo:

- In the beginning sections, the **Equal Employment Opportunity Employer** section has been updated to include the protected classes. This is consistent with the expanded definition in purchasing and discrimination policies.
- **Section 104 and 104.01** restores the Merit System update committee. This committee's role was codified in previous versions of the document. Based on the work of our committee and the representation of each department they added to this process, this committee should be utilized for each update.
- **Section 701** has been updated to include various options for flexible work schedules and to reflect the options we have introduced within the past two years. These accommodations are driven by departments and conversation with Directors and should be tailored to an individual and their role within our organization. Not all options will work for every position, however, this addition codifies what has been an emergency measure and adds structure to in-person, hybrid, or work-from-home possibilities.
- **Section 704 and 705** have been updated to reflect changes in state law since the last update in 2016.

- **Section 708** was created to clarify the City's stance on work place policies regarding the use of marijuana following the changes in State law.
- **Section 801** has been overhauled to clarify the holiday time policies for employees. Section 801.04 to 801.08 groups information specific to Police Service Aides together.
- **Section 802** has been updated to remove the line that says new employees cannot use paid leave banks during their six month probationary period. The way that a new employee uses their PTO banks is one of the items that a director will use to evaluate the employee during the probation process.
- **Section 803** has been amended to restore the total number of personal days for full time employees back to four total which was changed in 2008. For part-time employees, this section now provides 16 hours of paid personal leave time annually (Section 803.02).
- **Section 804** updates our sick time policy to include the hours afforded to part-time employees by the State legislation.
- **Sections 804.08 and .09** reorganizes information for sick time payouts for employees hired before 2008 into a chart. It also adds a provision that would allow employees hired after 2008 to receive a payout of 25% for up to 200 hours for banked sick time. Previously, employees hired after 2008 did not receive any payout for sick time.
- **Section 806** reforms the existing Maternity Leave policy into a more comprehensive Paid Family Leave which the City was also able to add to the MAPE and POLC collective bargaining agreements. This program offers up to a total of four weeks paid leave for any purpose that would be covered under the Family Medical Leave Act. This time would be approved in advance and must be taken as a block (non-intermittent). This helps an employee address a major life event such as a growing family or caring for a relative without having to deplete time banks and/or depending as heavily on unpaid time off.
- **Section 816** adds a short term disability program to the City's offerings. Like the Paid Family Leave, this program was also added to the MAPE and POLC collective bargaining agreements as well. This short term disability program provides for thirteen (13) weeks of wage loss at seventy (70%) percent of base wages. Employees are permitted to use leave time to supplement their paid leave to 100% of base wages. Benefits would be payable on the 1st day of a non-work injury or the 8th day of a sickness for a maximum of 13 weeks. The plan shall be subject to the plan offerings and provider guidelines.
- **Section 903** increases our dental benefits from \$1,500 to \$1,750 to bring this threshold to the same level as the MAPE collective bargaining agreements.
- **Section 904** increases our optical benefits from \$450 to \$700 to bring this threshold to the same level as the MAPE collective bargaining agreements.
- **Section 1001.07** This same benefit was also negotiated in the MAPE contract as well. This update does not apply to any existing employees. There will be no change to the pension plan for anyone hired before January 1, 2022 (right now, that is everyone). This update leaves all existing employees in their current defined benefit pension program. What the text of this updates does is change the plan that is offered to new employees hired after January 1, 2022. Those employees will be placed into a defined

contribution ( or “DC”) pension plan which is also offered through MERS. Our DC plan is structured so that employees hired after January 1, 2022 contribute 4% of their base wage. The City matches that 4% plus adds an additional 6% for a total of 10% City contribution of the employee’s base wages to the plan. In total, the annual contribution to the plan equals 14% of the employee’s annual wage.

- **Section 1003.15** makes an update to match our retiree health savings account funding strategy in line with both MAPE and POLC’s negotiated benefit. You would have received an email update about this from Sue Reddin after the approval of the MAPE contract because these two agreements are linked via health benefits. The funding model is designed to better prepare employees hired after 2008 to fund their medical coverage. This funding strategy utilizes a percentage calculation so that your contribution can grow with your wages over the course of your time with Berkley. The employee contributes 1% of their wages to their own RHSA and the City matches at 4% for a total of 5% of the value for your annual wage set aside for healthcare costs following your retirement from the City.
- **Chapter 11** included a section on City Vehicles which is now outlined in an administrative directive and removed from the Merit System draft.

Thank you,

A handwritten signature in black ink, appearing to read 'Matthew Baumgarten', with a stylized, cursive script.

Matthew Baumgarten  
Berkley City Manager



**CITY OF BERKLEY, MICHIGAN**

**MERIT SYSTEM OF  
HUMAN RESOURCE MANAGEMENT**



**CITY OF BERKLEY**  
**MERIT SYSTEM OF HUMAN RESOURCE MANAGEMENT**

**As Adopted with Amendments to Date:**

<b>R-22-89</b>	<b>03-06-1989</b>
<b>R-68-89</b>	<b>07-17-1989</b>
<b>R-78-91</b>	<b>07-15-1991</b>
<b>R-137-91</b>	<b>11-18-1991</b>
<b>R-77-92</b>	<b>06-15-1992</b>
<b>R-63-93</b>	<b>06-27-1993</b>
<b>M-30-93</b>	<b>10-04-1993</b>
<b>R-31-95</b>	<b>06-19-1995</b>
<b>R-50-97</b>	<b>08-18-1997</b>
<b>R-47-98</b>	<b>08-17-1998</b>
<b>R-65-99</b>	<b>12-06-1999</b>
<b>R-72-99</b>	<b>12-06-1999</b>
<b>R-24-00</b>	<b>07-01-2000</b>
<b>R-37-00</b>	<b>09-18-2000</b>
<b>R-39-00</b>	<b>10-20-2000</b>
<b>R-23-01</b>	<b>06-18-2001</b>
<b>R-41-03</b>	<b>12-01-2003</b>
<b>R-27-07</b>	<b>05-21-2007</b>
<b>R-33-08</b>	<b>06-16-2008</b>
<b>R-56-10</b>	<b>11-15-2010</b>
<b>R-08-11</b>	<b>02-07-2011</b>
<b>R-03-14</b>	<b>01-06-2014</b>
<b>R-38-16</b>	<b>11-21-2016</b>
<b>M-XX-21</b>	<b>12-20-2021</b>



## **CITY OF BERKLEY MERIT SYSTEM OF HUMAN RESOURCE MANAGEMENT**

### **PREFACE**

The City of Berkley is a municipal service institution that recognizes its subordination to the people of Berkley. The city shall provide for the public peace, health and safety of persons and property within its jurisdictional limits. The people have a right to expect city officials and employees to serve with integrity and transparency, at all times, while conducting the business of the city. This document provides guidelines for the general management of the city's human resources, it is not intended to address every aspect of human resource management for employees subject to these policies and procedures.

### **HOURS OF OPERATION**

Departmental business hours may vary based on the nature of the work and other legal requirements (including collective bargaining agreements). Changes in department work schedules are approved by the city manager as deemed necessary and when the change is in the best interest of the city. Various employees may also be subject to flexible or remote working schedules as outlined in these Human Resource Management policies, which at times may result in alternative hours of work.

### **APPEARANCE STANDARDS**

Employee attire shall be determined by the type of work performed by the department. Those who work in office environments should dress in a professional manner. Each Department Director shall establish a dress code which shall define appropriate employee attire. The dress code for each department must be approved by the City Manager and may be revised at any time.

### **EQUAL EMPLOYMENT OPPORTUNITY EMPLOYER**

The City of Berkley provides equal employment opportunities to all employees and applicants for employment without regard to race, color, religion, sex, sexual orientation, gender identity or expression, national origin, age, genetic information, height, weight, disability, veteran status, familial status, marital status or any other reason, that is unrelated to the person's ability to perform the duties of a particular job or position, in accordance with applicable federal and state laws. This policy applies to all terms and conditions of employment including recruiting, hiring, placement, promotion, termination, layoff, transfer, leaves of absence, compensation and training.

The City of Berkley expressly prohibits any form of workplace harassment based on race, color, religion, gender, sexual orientation, gender identity or expression, national origin, age, genetic information, disability or veteran status. Improper interference with city employees' ability to perform their job duties may result in discipline up to and including discharge. It is the policy of the City of Berkley to comply with all federal and state laws concerning the employment of persons with disabilities and to act in accordance with regulations and guidance issued by the Equal Employment Opportunity Commission (EEOC). Furthermore, it is the policy not to discriminate against qualified individuals with disabilities in regards to application procedures, hiring, advancement, discharge, compensation, training or other terms, conditions and privileges of employment.

When an individual with a disability requests accommodation that can be reasonably accommodated, without creating an undue hardship or causing a direct threat to workplace safety, the individual will be given the same consideration for employment as any other applicant. Applicants who pose a direct threat to the health, safety and well-being of themselves or others in the workplace when the threat cannot be eliminated by reasonable accommodation will not be hired. The City of Berkley will reasonably accommodate qualified individuals with a disability so that they can perform the essential functions of a job unless doing so causes a direct threat to these individuals or others in the workplace and the threat cannot be eliminated by reasonable accommodation or if the accommodation creates an undue hardship to the City of Berkley. Any questions and/or requests for accommodations should be submitted to the city manager.





## **CHAPTER 1: MERIT SYSTEM OBJECTIVES**

### **101 PURPOSE OF MERIT SYSTEM**

This Merit System gives effect to the intent and requirements of Section 8.14 of Chapter 8 of the Charter of the City of Berkley pertaining to personnel management. The rules and procedures hereinafter set forth, together with any additions, amendments, city Charter provisions and applicable state and federal laws, shall govern the conditions of employment for all city employees, administrative officers, and officials, excluding:

- a) Elected officials.
- b) Members of boards and commissions.
- c) Volunteer personnel.
- d) Independent contractors providing services to the city.
- e) Employees covered by collective bargaining agreements.
- f) City manager and the City Attorney.
- g) Any other employee determined to be exempt by the City Council and any employee with an individual employment agreement approved by the City Council.

**101.01** As “at will” employees, Merit System employees serve at the pleasure of the appointing authority and may be removed by the appointing authority with or without cause. The employment relationship is voluntary and subject to termination by the employee or the City of Berkley at will, with or without cause, and with or without notice, at any time. The Merit System shall not be interpreted to be in conflict with or to eliminate or modify, in any way, the employment-at-will status of Berkley city employees.

### **102 ADMINISTRATION OF THE MERIT SYSTEM OF HUMAN RESOURCE MANAGEMENT**

The Merit System is not an employment contract. Pursuant to Section 2.5 of Chapter 2 of the Berkley City Code, the city manager shall establish necessary procedures for the orderly administration of the Merit System of Human Resource Management. The administrative procedures, described in this document, when taken as a whole, shall be directed towards the following objectives:

- a) Establish standards so that appointments and promotions to positions in the classified service are made on the basis of qualifications, merit and fitness.
- b) Provide for consistent administration of city policies and procedures related to employment, performance management and benefits for employees covered by the Merit System of Human Resource Management.
- c) Confirm that all employees covered by the Merit System are “at will” employees.

**102.01** A performance rating system shall be provided whereby economy and effectiveness in personal services may be promoted to the mutual benefit of the employees, city officials, taxpayers and all the people of Berkley. Employees are encouraged to render the best service to the city in order to achieve the city’s overall operational objectives.

**102.02** These policies and procedures are intended to address most employee issues. In no way shall this document limit the city’s exclusive right and responsibility to manage operations in the most effective and efficient manner. Policies and procedures not specifically covered in this document, shall be addressed by the city manager in keeping with the intent of the city charter and the Merit System objectives.



## **CITY OF BERKLEY MERIT SYSTEM OF HUMAN RESOURCE MANAGEMENT**

### **103 COPIES OF MERIT SYSTEM PROVIDED**

The city manager shall provide copies of the Merit System of Human Resource Management document, including any attachments or exhibits, to the Mayor and City Council, all Merit System employees, department heads, and other administrative officials so they can become familiar with its content and purpose, and apply the policies and procedures accordingly.

### **104 MERIT SYSTEM REVISIONS**

The Merit System of Human Resource Management shall be revised or updated as needed. When evaluation or revisions are warranted, the City Manager shall convene the Merit System Review Committee composed of one Merit employee from each department; each department shall select their own representative by way of secret ballot election. The Merit System Review Committee shall be convened no less than once every five years.

104.01 The Merit System Review Committee shall review the current Merit System of Human Resource Management and offer policy or benefit recommendations for consideration. The City Manager, in collaboration with the Finance Director and Labor Attorney, shall evaluate the recommendations set forth by the committee to determine any legal, administrative, or budgetary concerns. The City Manager shall have the authority to accept the recommendations and submit the revised document to City Council for consideration and adoption during a regular City Council Meeting. Should the City Manager deny any proposed recommendations from the Committee, they shall furnish an official response to the Committee detailing the reasons associated with each denial.

## **CHAPTER 2: POSITION CLASSIFICATION PLAN**

### **201 PREPARATION OF CLASSIFICATION PLAN**

The city manager shall prepare a classification plan that includes written job descriptions for each position in the classified service. The classification plan will group those positions which are similar with respect to difficulty, responsibility and character of work. Job descriptions will document overall objectives of a position, describe the reporting structure, training, skills and experience required for effective performance. This will provide guidance for the uniform administration of titles and compensation of all positions filled by the city, especially when similar positions exist in different departments. The classification plan will be updated periodically as determined by the city manager.

### **202 ADMINISTRATION OF THE PLAN**

In response to changing operational needs, the city manager will determine that a new or different type of position in the classified service is warranted. The city manager may study and define the position, assign it to the proper class and allocate funds to support the position. All requests to add new positions are submitted to City Council for review and approval before the positions are filled.

202.01 Except where prohibited by law or the City Charter, the city manager may combine, assign, reassign, divest, or combine the work and responsibilities of any position based on operational needs or demands. When such actions are taken, the position definition and pay classification for the position(s) will be amended.



**CITY OF BERKLEY  
MERIT SYSTEM OF HUMAN RESOURCE MANAGEMENT**

**203 RECLASSIFICATION OF EXISTING POSITIONS**

The city has the right to reclassify positions and job assignments based on budgetary and other operational demands. When this occurs, employees in the affected positions may accept or reject the reclassified position.

**203.01** Employees who choose to reject the reclassified position will be separated from city service and will have no recourse to the grievance procedure. Employees who accept the reclassified position will be subject to the Merit System provisions for the reclassified position title. Employees separated under these circumstances will be paid for any unused, accrued vacation leave hours at the rate of pay for the position before the reclassification became effective. This payment will be processed within 30 days of the status change effective date.

**203.02** If employees affected by a position reclassification are eligible and chooses to retire, sick leave banks will be liquidated according to Merit System provisions in effect at the time of retirement. No portion of the sick leave bank will be payable if the transitioned employee is not eligible for retirement from city service.

**CHAPTER 3: PAY PLAN**

**301 RESPONSIBILITY OF THE CITY MANAGER**

As provided in Chapter 8, Section 8.1(c), of the city Charter, the city manager, unless another method is provided by law or the city Charter, shall set the salaries or wages of Merit System employees in accordance with budget appropriations. In the exercise of these responsibilities a pay plan shall be developed and administered as more fully described below.

**302 COMPENSATION PLAN**

Employees who are part of the Merit System shall receive compensation as set forth in Exhibit A to this document.

**303 ADMINISTRATION OF THE COMPENSATION PLAN**

The city manager shall recommend any changes to the compensation plan for City Council consideration during the presentation of the annual budget or at other times as deemed necessary.

**303.01** Classes of positions shall be evaluated in terms of their relative difficulty, responsibility and other pertinent factors as determined by the City manager. The city's financial condition will be considered by the city manager before recommending modifications to the compensation plan.

**303.02** With respect to Department heads, Administrative Officers, and other designated exempt employees, the city manager may establish an Executive Salary Schedule wherein annual salary adjustments for such officers will not depend on fixed percentage steps through established ranges, but instead may move at varying rates depending not only on performance, growth and development, but also on contributions to decision making, future potential and value to the city.



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- 303.03** Consistent with the provisions of Chapter 5, Employee Performance and Achievement Evaluation, the salary of each employee shall be reviewed annually. Salary increases will normally be made effective the first pay period of the fiscal year.
- 303.04** Generally, a new employee shall be compensated based on the most current compensation plan. Exceptions may be granted, with city manager approval, based on the new employee's qualifications, experience and skills.

## **CHAPTER 4: EMPLOYMENT PROCEDURES**

### **400 EMPLOYMENT APPLICATION FORMS**

Employment applications for positions in the Merit System shall be made on forms provided by the city manager. Applicants must submit a completed, signed application to be considered for an open position.

### **401 EXAMINATIONS**

Unless the city manager determines otherwise, all full-time positions filled by recruitment from outside the classified service may be filled through examination. The city recognizes that certain positions may need to be filled through an individual recruitment process due to the nature of the position duties.

- 401.01** Examinations will be offered in a format as determined by the city manager and may include a written, oral or performance tests, or any combination, thereof. Other factors such as education, experience, aptitude, knowledge, skill, character, or any other qualifications may also be considered to determine the relative fitness of applicants. Promotional examinations shall be open to all employees who meet the position requirements. In all examinations, candidates will be notified in advance of any minimum requirement on each part of the test in order to receive consideration for appointment.

- 401.02** Prior to original appointment to the classified service, applicants may be required to undergo a physical examination, at city expense, consistent with the law. Continued employment shall be contingent upon the employee meeting the essential physical requirements for the position. Physical requirements for employment which include a drug screening shall follow the standards outlined in Chapter 7 of this document. Key administrative officials may receive annual physical examinations at city expense as determined by the city manager.

### **402 PROBATIONARY PERIOD AND PURPOSES**

The probationary or working test period shall be regarded as an integral part of the examination process and shall be utilized for the purpose of observing the new employee's work performance and skills; and for rejecting any employee whose performance is unsatisfactory.

- 402.01** The city manager shall exercise complete authority, discretion, and responsibility at any time during the period to determine whether an employee has demonstrated sufficient achievement in all aspects of the position and to act upon that determination. The city manager's decision on this issue shall be final. The probationary period shall begin immediately upon appointment and shall continue as follows:



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- a) Employees shall serve a probationary period of six (6) months for original appointments and for promotional appointments.
- b) City Manager may grant extensions of the probationary period, not to exceed six (6) months.

**402.02** Prior to the expiration of an employee's probationary period, if it has not been previously terminated or cancelled, the department head may submit a written report to the city manager evaluating the performance of the employee. The report shall be in the form designated by the city manager. A copy of the report shall be provided to the employee.

**402.03** A new employee who does not satisfactorily complete the probationary period will be separated from city employment.

**402.04** An employee receiving a promotional appointment who does not satisfactorily complete the probationary period, will be separated from city employment unless a prior contingency had been agreed to by both parties.

**402.05** An employee receiving a promotional appointment who voluntarily requests that the probationary period be cancelled, may be returned to the position and wage held immediately prior to the appointment.

**402.06** An employee whose employment is terminated, or who is returned to a prior position due to unsatisfactory completion of the probationary period, shall have no recourse to the grievance procedure.

**403 PART-TIME, SEASONAL, AND TEMPORARY EMPLOYEES**

A part time employee shall be defined as an employee who works less than full time in an established position with a regular schedule of a maximum of 28 hours per week and is on duty between 48 and 50 weeks per fiscal year. (R-03-14)

Part-time employees are "at will" employees and may be terminated at any time it is determined that such action is in the best interests of the city. An employee so terminated shall have no recourse to the grievance procedure.

**403.01** Part-time employees hired before July 1, 2008 will be credited with one (1) hour of paid leave for every thirty hours of paid work for the city. The leave may be used as either sick leave, vacation leave, or personal leave purposes as scheduled. Its use is subject to the respective provisions regarding each type of leave as described in Chapter 8 of the Merit System. A maximum of 70 hours may be accumulated. Unused hours are not eligible for severance pay off when the employee is separated or otherwise terminated from employment.

Part-time employees hired after July 1, 2008 are eligible for paid leave time only as outlined in Chapter 8 of the Merit System.

**403.02** Seasonal and temporary employees are those hired for a specified period of time, Seasonal and temporary employees are also "at will" employees and may be terminated at any time the city manager determines that such terminations are in the best interests of the city. An employee so terminated shall have no recourse to the grievance procedure and the city manager's decision is final.



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- a) Seasonal and temporary employees are not eligible for benefits provided for full time employees and will not be paid for holidays during the term of employment. If overtime is authorized, such employees shall be paid for overtime hours worked according to the same process used for full time employees. Overtime is paid for any time worked in excess of an 8-hour day.
- b) Seasonal or temporary employees can work for the City of Berkley for a maximum of 120 working days. Additional time (more than 120 workdays) may be approved by the city manager if deemed in the best interest of the city.

**403.03** Part-time, seasonal and temporary employees are not eligible for health care, vision, prescription or dental benefits from the city. Those hired after July 1, 2008 are not eligible for pension or life insurance benefits from the city.

**404 LAYOFF**

Employees may be laid off for any of the following reason after consultation with Department heads:

- a) Lack of work
- b) Lack of funds
- c) Other reasons deemed appropriate by the city

**406 RECORDS AND REPORTS**

All appointments, separations and other personnel transactions must be finalized using the Employee Status Change Form as designated by the city manager. Regular attendance reports shall be prepared and submitted by each department as required by the city manager.

**406.01** A department head or other official may replace an employee, or change the salary or status, by submitting a properly completed Employee Status Change Form designated and approved by the city manager. The form must include the required payroll information needed to identify names, salaries, dates of appointments, and other data, to determine that all employees listed on a given payroll are in accordance with the provisions of these regulations. Department heads shall examine and certify payroll time sheets for each employee prior to submission for salary payment.

**CHAPTER 5: EMPLOYEE PERFORMANCE AND ACHIEVEMENT EVALUATION**

**501 OBJECTIVE**

The city manager shall prepare a system for evaluating the work performance and achievements of all employees. The primary purpose of the employee performance evaluation shall be to inform employees on how well they are doing their work and how they can improve work performance. This includes the preparation of a developmental plan for each employee with substantial employee participation.

**501.01** The performance evaluation may also be used in determining salary increases and decreases; as a factor in determining order of layoff; as a basis for training, demotion, transfer or dismissal; and for such other purposes as set forth in these regulations.

**502 FREQUENCY OF EVALUATION**

Evaluations may take place at the sole discretion of the city.



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**503 EVALUATION PROCEDURES**

Written evaluations shall be made by the immediate supervisor (evaluator) and reviewed with the city manager or the city manager's designee. The evaluator shall discuss each performance evaluation with the employee being evaluated.

**503.01** All performance evaluations shall be confidential and be made available only to:

- a) the employee evaluated
- b) the employee's supervisor or department head
- c) the city manager or designee
- d) others as required by law

**503.02** If for any reason a department head shall request an alteration of the performance evaluation form after it has been officially submitted to the city manager's office, such request shall be in writing and include the reason(s) for the request. The requested alteration, when approved by the city manager, shall become the official performance evaluation.

**503.03** The city manager may demote any classified employee when the employee is incapable of adequately performing the duties of the current position but meets the minimum qualifications of an available position with a lower classification. A written statement of the reasons for such action shall be furnished to the employee prior to demotion. If no suitable position is available, the employee will be laid off.

**CHAPTER 6: DISCIPLINARY ACTION**

**601 CAUSES FOR DISCIPLINE**

The following, (although not intended as an exhaustive listing), shall be sufficient, and indicative of, causes for disciplinary action up to and including discharge:

- a) Being convicted of a felony.
- b) Insubordination (disobedience).
- c) Abuse of leave times.
- d) Being absent without leave.
- e) Excessive tardiness.
- f) Abuse, theft or negligent use of city property.
- g) Giving false statements to supervisors or the public.
- h) Refusing to return to work as directed by the Employer.
- i) Violation of the city Charter, city ordinances, administrative regulations or departmental rules.
- j) Self-administered or consenting use of any product, substance, food, beverage, etc., except medicine prescribed by a physician, which renders the employee incapable of performing the job duties and responsibilities during working hours or while conducting business on behalf of the City.
- k) Any discourteous treatment of the public or of other city employees, officials, or members of the City Council.
- l) Discovery of a false statement in an application which had not been detected previously.
- m) Placing members of Council in jeopardy of noncompliance with the terms of the city Charter by acting upon their directions given, or otherwise dealing with them, without proper authorization.



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- n) Unauthorized use or attempted use of the employee's position of public authority and trust for purposes of private economic gain or other advantage.
- o) Unauthorized solicitation or receipt of gifts of money or other items of value to the employee in exchange for the performance of public responsibilities.
- p) Violation of any of the city's policies and directives
- q) Any other reason which is a similar or equivalent offense.

### **602 TYPES OF DISCIPLINE**

Following are types of progressive disciplinary action that may be invoked against employees in the classified service. They may be independently invoked. The level of discipline will depend upon the employee's work record and the severity of the offense. As a result, the employer reserves the right to impose the appropriate level of discipline based on the severity of the offense.

- a) **REPRIMAND:** Each department head shall report any verbal or written reprimand as a part of the employee's service record by the forwarding of a written memorandum to the city manager for inclusion in the employee's file. A copy of such reprimand shall be forwarded to the employee. Such reprimand shall remain a part of the employee's service record for a period of at least one (1) year unless determined otherwise by the city manager. Written reprimands which have been satisfactorily resolved without repeat offenses during its record, shall be removed from the employee's service record no later than two (2) years from initial service to the employee.
- b) **SUSPENSION:** The city manager may, for disciplinary purposes, suspend any city employee without pay. Such suspension shall not exceed ten (10) working days for any one offense. Suspensions totaling more than thirty (30) working days in any thirty-six (36) successive months shall be deemed a dismissal and the employee shall be separated from City service.
- c) **DEMOTION:** The City Manager may demote an employee occupying a position when such action is deemed in the best interest of the City. In any case of demotion, the City Manager shall provide a written statement to the involved employee describing the reasons for such action. A copy of the statement shall be placed in the employee's service record.
- d) **DISMISSAL:** The city manager may dismiss an employee occupying a position when such action is deemed in the best interest of the city. In any case of dismissal, the City Manager, in any case of dismissal, shall provide a written statement to the involved employee describing the reasons for such action. A copy of the statement shall be placed in the employee's service record.

## **CHAPTER 7: EMPLOYEE RELATIONS**

### **701 HOURS OF WORK**

The normal basic work day for full time employees shall be from 8:30 AM. To 5:00 P.M. with one (1) hour for lunch. The basic work week shall be five (5) days, Monday through Friday. The City Manager may modify overall city hours of operation or adjust department work schedules to accommodate temporary or long-term needs.

- a) Department heads may submit written requests to modify the department hours of operation to the City Manager for consideration.
- b) Employees may submit written requests for a flexible working schedule to their respective Department head or, if appropriate, the City Manager. The request should detail the flexible working schedule arrangement and any prescribed expiration or reevaluation.





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- c) Employees may submit written requests for a remote working arrangement to their respective Department head or, if appropriate, the City Manager. The request should detail the remote working arrangement and any prescribed expiration or reevaluation.
- d) Proposed changes in department hours of operation, employee flexible schedules, or remote work arrangements should not be implemented without City Manager approval.

**702 ATTENDANCE**

Employees are expected to report to work as scheduled. An employee who is unable to report to work shall inform the supervisor immediately. Employees are considered absent without leave when the:

- a) leave was not approved in advance.
- b) employee does not report to work and does not notify the supervisor within one hour of the scheduled start time.
- c) employee does not have a predetermined flexible or remote work schedule outlining their reasons of physical absence.

**702.01** Department heads shall maintain department records related to employee attendance. Incidences of excessive absences will be evaluated and addressed on a case-by-case basis. When necessary, disciplinary actions will be initiated by the department head with support from the City Manager.

**703 OVERTIME - NON-EXEMPT EMPLOYEES**

The City shall comply with all state and federal requirements related to overtime compensation for all non-exempt employees:

- a) Overtime hours shall be recorded using the prescribed area of the employee timesheet and shall be paid in increments of fifteen (15) minutes.
- b) Department heads are responsible for authorizing overtime work in advance.

**703.01** Notwithstanding the forty (40) hour work week provision contained in current law regarding when overtime must be paid, a non-exempt employee who works at least 15 minutes in excess of the standard work day for the employee's department or job classification, shall be paid overtime for the time worked, provided such overtime work has been authorized or directed by the appropriate supervisor.

**704 EXEMPT EMPLOYEES**

Employees who are exempt from overtime pay legislation are paid a salary regardless of the number of hours worked and perform and or all of the following:

- a) Supervise others.
- b) Spend more than 50% of their time managing a department or city operations.
- c) Use considerable discretion and independent judgment in their work.

**704.01** The City Manager shall designate which employees are exempt employees, and may change such designation, based upon analysis of the responsibilities performed and the previously listed activities. Upon any edits of which employees are designated exempt, the City Manager shall amend Addendum 1 of this document and subsequently communicate those edits to City Council and all Merit employees.



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**705 COMPENSATORY TIME OFF – NON-EXEMPT EMPLOYEES**

Pursuant to Michigan Public Act 337 of 2018, also known as the Improved Workforce Opportunity Wage Act, the City of Berkley shall offer all full-time non-exempt Merit employees the opportunity to earn Compensatory time off in lieu of earning overtime compensation wages.

Any Compensatory time off in lieu of overtime wages must be voluntary by the employee and must be approved by the employee's immediate supervisor or department head prior to working the overtime.

**705.01** Compensatory time off shall be accrued at a rate of one and one half (1.5) hours for each 1 hour of overtime worked by the employee. Work completed on Sundays or holidays, with exception to Police Service Aides, shall be accrued at a rate of two (2) hours for each 1 hours of overtime worked by the employee. When Compensatory time is utilized it shall be used at a rate of one hour for every one hour not worked.

**705.02** An employee's Compensatory leave time bank balance shall not exceed 240 hours. Any excess past the maximum allowed shall be paid as overtime wages to the employee.

**705.03** An employee must be permitted to use Compensatory leave time as requested unless use would be unduly disruptive and would cause detriment to the normal operation of City services.

**705.04** Upon separation from City service for any reason, the City shall pay out all earned Compensatory time off at a rate not less than the employee's regular wage rate.

**706 GRIEVANCE PROCEDURE**

After becoming aware of a dispute concerning the interpretation, application, or enforcement of the Merit System of Human Resource Management, the employee shall present the grievance in writing, to the Department Director, in accordance with the requirements within this section.

**706.01** Grievances must relate to the interpretation and application of the Merit System of Human Resource Management and shall be taken up promptly. Any grievance not appealed within specified time limits outlined below shall be deemed settled and not subject to further discussion or appeal.

**706.02** A written grievance shall contain the following information:

- a) name of the aggrieved employee.
- b) date(s) of the events with which the grievance is concerned
- c) citation of the specific provision(s) of the Merit System allegedly misinterpreted misapplied, or improperly enforced by the city.
- d) description of the events which brought about the grievance.
- e) corrective action requested to be taken by the city.

**706.03** A written grievance must be submitted within twenty-one (21) calendar days of the occurrence or event giving rise to the grievance or, after the aggrieved employee may reasonably be presumed to have knowledge of the matter, Otherwise, no grievance shall be deemed to exist and the decision of the Employer shall be final. Written grievances shall be reviewed and resolved in accordance with the following procedure:



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- 1) The written grievance shall first be submitted to the Departmental Director. Within seven calendar days, the Director will inform the employee of the decision in writing. A copy of the response is also provided to the city manager for information purposes only. If the issue is not resolved, the employee may appeal the decision by submitting a request in writing to the city manager. The appeal must include the information listed in section 705.03, a copy of the Department Director's response to the initial grievance along with the action requested to be taken by the city manager.
- 2) The city manager shall respond, in writing, to the employee, within 21 days of the submission of the grievance appeal.
- 3) If the city manager's response does not resolve the matter, arbitration shall be initiated within twenty-one (21) calendar days of receipt of the city manager's response. Arbitration is initiated when the employee delivers a written notice of intention to arbitrate to the city manager.
- 4) Calendar submission periods for grievances or responses may be extended by the written mutual agreement of the employee and the city manager. This written agreement shall be executed prior to the end of the period sought to be extended.

**706.04** Following the employee's notice of intent to arbitrate, an arbitrator shall be selected in accordance with the rules, regulations and procedures of the American Arbitration Association. The arbitrator's decision shall be final and binding on both parties. The arbitrator shall not add to, subtract from, change, amend, or modify any portion of the Merit System of Human Resource Management and shall not have the authority to rule on any other matter except that which is at issue between the parties. The expense of such impartial arbitrator shall be shared equally between the employee and the city.

**706.05** Should the city fail to respond within the established timeframe, the matter is automatically moved to the next step.

**707** **POLITICAL ACTIVITY**

The City shall comply with Public Act 169 of 1976, as amended, as it pertains to the rights and obligations related to City employee involvement in political activities. Employees may not:

- a) Distribute or place political literature or signage on any City property.
- b) Wear political campaign apparel or symbols (e.g. buttons) on City property.

**708** **MARIHUANA USE BY MERIT EMPLOYEES**

It is the intent of the City of Berkley to provide a drug-free, safe and secure work environment for all employees and members of the public. To ensure a safe and efficient workplace, the City strictly prohibits the possession, distribution, impairment, and use of medical or recreational marihuana during working hours or on City property, including meal breaks. In consideration of the Michigan Regulation and Taxation of Marihuana Act of 2018, off-duty use of marihuana shall not be prohibited in any applicant or current Merit employee, with exception to employees which are required to meet minimum standards for the U.S. Department of Transportation or Michigan Commission on Law Enforcement Standards requirements.



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## **CHAPTER 8: EMPLOYEE LEAVE TIME**

### **800 PAID TIME OFF**

Department Directors must carefully consider employee requests for personal leave, vacation leave or other paid time off. While it is impossible to predict emergencies and other situations that require employees to be off work, department directors and supervisors are responsible for granting employee time off without compromising the quality of city services. Personal and vacation leave requests shall be authorized in units of days and hours only, fractions of an hour shall be reserved only to half hour increments.

### **801 HOLIDAYS**

Paid Holidays for all eligible employees in the city service shall be as follows except as noted elsewhere in this chapter:

New Year's Day	Veteran's Day
Martin Luther King Jr. Day	Thanksgiving Day
President's Day	Day following Thanksgiving
Good Friday	Day before Christmas Day
Memorial Day	Christmas Day
Independence Day	Day before New Year's Day
Labor Day	

**801.01** Other days may be declared Holidays by resolution of the City Council. When one of the above Holidays falls on Saturday or Sunday, it may be observed on the preceding Friday or following Monday respectively. Holidays which occur during an approved leave time period shall not be charged against an employee's accrued leave bank. The employee shall have an additional day off with pay.

**801.02** All full-time employees shall receive full paid time for all paid holidays. Part-time employees which experience a decrease in working hours as a result of a City holiday shall receive paid time based on the number of hours deficient in comparison to the employee's average number of hours worked from the prior two pay periods.

#### **801.03 APPROVAL FOR HOLIDAY WORK- NON-POLICE SERVICE AID MERIT EMPLOYEES**

Every effort shall be made to abstain from scheduling employee work assignments on holidays. Effective July 1, 2008, when necessary, a department Director must pre-approve a non-exempt Merit system employee to work a holiday outside of the police service aide position. If approval is given by both individuals, the non-exempt merit system employee will be paid straight time for the time worked and given 8 hours of holiday pay in addition to their straight time payment.

#### **801.04 HOLIDAY TIME POLICY- POLICE SERVICE AIDE**

Effective July 1, 2008, police service aides shall be paid at their straight time regular rate of pay for actual hours worked on a holiday.

**801.05** Police Service Aides shall accrue 12 hours of holiday time for each holiday outlined in section 801 during the pay period in which the holiday occurs. The maximum number of holiday hours that may be accrued in a fiscal year is 104 hours.



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**801.06** In the last pay period of June in the fiscal year that the holiday pay is earned, the city will compensate the police service aide for those holiday time balances that have not been utilized through the end of the first pay period of June, at the pay rate effective the last pay period in June. No holiday pay can be utilized in the last pay period of the fiscal year unless approved by the city manager.

**801.07** The city manager, or their designee, has the option to allow for an accrual of holiday time in lieu of payment in June each year. If this occurs, said time must be utilized prior to the police service aide's retirement date or can be paid off at any time the city manager deems appropriate.

**801.08** If a police service aide separates service to become a Public Safety Officer, the police service aide will have their holiday pay accrual paid off as outlined in section 801.07 above.

**802 VACATION LEAVE**

Vacation leave is paid time off for employees covered by the Merit System. Vacation leave hours are earned when an employee works at least 10 calendar days in a given month. Vacation leave hours must be earned before they can be used. The following is a summary of how vacation leave is accrued:

Years of Service	Hours Per Month
0 to 5 years	8.0
5 to 10 years	12.0
10 to 15 years	16.0
15 to 20 years	18.0
20 and above	20.0

- a) In addition to the monthly hours noted above, employees will be credited forty (40) hours upon the completion of five (5), ten (10), fifteen (15), and twenty (20) years of continuous employment with the city.

**802.01** Vacation leave may be accumulated up to a total number of hours equal to the product of the employee's current rate of hours credited per month multiplied times twelve (12), plus 80 hours. Employees, on an authorized leave of absence, will not earn additional hours after their accrued vacation leave bank is exhausted.

**802.02** If the workload of an employee's organizational unit makes adherence to the established schedule impractical, vacation leave may be altered or postponed at the discretion of the city manager so that service to the public is not disrupted. In such an instance, the city may, at its discretion, pay the employee or permit an accumulation in excess of the permissible maximum.

**802.03** Vacation leave schedules shall be established by department heads. Employees shall submit requests for vacation leave to the supervisor using forms designated for that purpose. Leave may be taken only after approval of the department head. Employees having the greatest length of service in their respective classifications shall be given preference over those with less service.



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**802.04** In the event of illness during an employee's approved leave period, the employee may, use an accrued sick day, provided a doctor's certificate is submitted to the city to verify the illness.

**802.05** The following leave policy shall govern the months in which an employee is appointed or separated: one-month accumulation shall be granted if the employee is on the payroll for more than 10 work days, and 1/2-month accumulation shall be granted if the employee is on the payroll from 0 to 9 work days inclusive.

**802.06** Upon separation from City service, with exception to separation due to illegal activities, the City shall compensate the employee for all unused vacation leave time at 100 per cent of the employee's hourly rate. Employees who have been employed with the City for less than one year shall be ineligible to receive compensation for unused vacation leave time.

**803 PERSONAL LEAVE**

Each full-time employee shall, in addition to vacation leave, be entitled to 4.0 additional days off with pay for personal business, provided it is scheduled and approved by the department head in such a manner so as not to inconvenience city operations or require compensatory or overtime payments.

**803.01** Personal leave hours are given to eligible employee at the beginning of each Fiscal Year (July 1st) and are to be used before the end of the fiscal year (June 30th). Personal leave hours may not be carried over from one fiscal year into the next. Upon resignation, retirement or dismissal, remaining unused personal leave hours may be used before the last day worked. Employees will not be paid for unused hours after the last day worked.

**803.02** Employees hired after July 1, 2008 will receive two (2) personal leave days per year. Two days will be credited to an employee's personal leave bank after six (6) months of employment. Thereafter, personal leave will be earned at the rate of two (2) days per year.

**803.02** Each part-time employee shall be entitled annually to 16.0 hours off with pay for personal business, provided it is scheduled and approved by the department director in such a manner so as not to inconvenience city operations.

**804 SICK LEAVE**

Employees shall also accrue sick leave starting with from their official hire date as follows:

a) Full-time employees shall earn sick leave at a rate of eight (8) working hours per month.

b) Part-time employees shall earn sick leave at a rate of one (1) hour for every thirty-five (35) hours worked. (P.A. 338 of 2018 as Amended)

**804.01** Employees may use accrued sick leave hours in cases of actual sickness or disability, or for preventative health medical visits. Sick leave is not an entitlement for use at an employee's discretion and abuse of sick leave may result in disciplinary action. Employees, on an authorized leave of absence, will not earn additional hours after their accrued sick leave bank is exhausted until they have returned from their leave to City service.

**804.02** To receive compensation during sick leave, the employee shall notify the department head daily or within one (1) hour after the established department start time. When an illness, injury or disability (diagnosed by



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a physician) is of such a nature that the employee will be absent from work for an extended period of time, a department head, or the city manager, may waive the daily reporting requirement.

- 804.03** Unless authorized by the employee's department head, or the city manager, sick leave with pay in excess of three (3) consecutive work days will be granted only when a doctor's certificate is submitted. If the employee requires more than three days to recover from an illness or injury, a return to work date must be provided by the treating physician. An employee may not return to work without this certification. Employees who refuse to provide the required doctor's certification will be placed on leave without pay until the documentation is submitted.
- 804.04** When an employee's earned sick leave is exhausted and the city has received the proper physician documentation, an employee may request an advance of sick leave hours as needed in amount equal to the employee's accumulated vacation leave. The request must be submitted to the city manager's office for consideration. Vacation leave so encumbered may not subsequently be used until such time as the employee's sick leave account is in balance. If the request is not approved, the employee may be placed on leave without pay.
- 804.05** Up to forty (40) hours of sick leave may be used in any fiscal year for absence due to serious illness and/or injury in the employee's family. Sick leave taken pursuant to this section, shall be used only for the purpose of visiting, assisting, or caring for the ill family member.
- 804.06** An employee who is receiving long term disability benefits pursuant to Section 906 may elect to supplement his or her long-term disability benefit by drawing upon any remaining unused accumulated sick leave hours. Such dual payments shall not exceed the regular straight time wage the employee would receive at the time if not disabled.
- 804.07** An employee who is off on sick leave for a period in excess of eighteen (18) months will lose their seniority.
- 804.08** Upon retirement, an employee shall be paid base wages for all unused sick leave as follows:

Unused Hours	Base Wage Paid
1 - 200	40%
201 - 520	60%
521 - 840	80%
841+	100%

Employees who resign or are terminated from city employment with a vested deferred retirement benefit which may be exercised at a later date, shall not be eligible at any time for payment of accumulated sick leave hours. **Employees hired after July 1, 2008, are not eligible for payment of unused sick leave hours upon retirement or separation from the city.**

- 804.09** **For employees hired after 2008, upon separation from city service prior to retirement for any reason, with exception to separation due to illegal activity or repeated disciplinary action, an employee shall be paid wages for all unused sick leave at a rate of 25% of the employee's base wage, up to 200 hours. Employees**



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who have been employed with the City for less than one year shall be ineligible to receive compensation for unused sick leave time.

**804.10** On the first pay period after July 1, each year, an employee shall be paid wages annually at the prevailing rate, equal to 100% of all accumulated sick leave held by that employee in excess of 840 hours.

**805 BEREAVEMENT (DEATH IN THE FAMILY)**

In case of bereavement (death in the immediate family), a full time employee may be granted up to three (3) days of leave time that is not chargeable to sick time, vacation or personal leave banks, If the employee must travel out of state to attend the funeral service, a maximum of five (5) leave days may be approved by their immediate supervisor or department head.

**805.01** The immediate family shall consist of the employee's spouse or domestic partner, children, mother, father, brothers, sisters, grandparents and grandchildren, and persons of like family relationship to the employee's spouse.

**805.02** Bereavement leave is used solely for the purposes associated with the death of an individual as described in sections 805.01.

**805.03** Part time employees are not eligible for paid bereavement leave. However, in such cases (death of an immediate family member) part time employees will be granted flexibility in their work schedule as approved by the department.

**806 PAID FAMILY LEAVE**

The City shall provide paid leave time up to a total of four calendar weeks for approved non-intermittent FMLA Leave eligible uses as approved by the City Manager. Including maternity leave, paternity leave, care for a family member. Approval shall not be unreasonably denied and the employee shall not be required to use vacation, sick or other accrued time to be paid. In order to qualify for the paid leave matching, the leave time requested must meet FMLA eligibility standards and must be requested and approved prior to the start of leave.

a) The employee shall complete a form provided by the City Manager's Office.

b) Upon approval being granted, the City Manager shall forward the approved leave matching form to the Finance department and the employee. The form shall indicate the number of weeks of the employee's leave banks to be utilized and subsequently the number of weeks the City shall provide as paid time off.

c) Leave time may be used on a rolling, twelve month basis as opposed to a calendar year.

**806.01** While on Paid Family Leave, an employee's fringe benefits shall be continued in force. However, should the employee terminate employment prior to, or within three (3) months following a return to work, the employee shall reimburse the city for any out-of-pocket fringe benefit expenses incurred during the unpaid portion of the leave period. Should the employee terminate employment prior to, or within six (6) months following a return to work, the employee shall reimburse the city for 50 per cent of the total paid time off provided by the City for the parental leave. This policy may be waived with extenuating circumstance as approved by the City Manager.





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**807**      **WORKER'S COMPENSATION LEAVE**

The city shall comply with the provisions of the Workers Compensation Act; the definitions contained therein and the provisions thereof shall control all benefits paid to an employee.

**807.01**      If an employee is disabled as defined in the Workers Compensation Act and is incapacitated from earning full wages for a period of less than one week, the employee shall be paid by the city the full wage for that period of incapacity, not to exceed one week.

**807.02**      If the incapacity continues for two weeks or longer and Workers Compensation is computed from the date of injury, then the employee shall reimburse the city in such amount that the total payment by Workers compensation and city supplement shall exceed the employee's after-tax weekly wage.

**807.03**      An employee, entitled to worker's compensation benefits, shall receive from the city, a sum of money which, together with the weekly Workers Compensation Benefits, shall equal that employee's weekly after-tax wage immediately prior to becoming eligible for Worker's Compensation Benefits. This supplemental benefit shall not continue beyond 26 weeks.

**807.04**      An employee may elect to use accumulated sick leave to supplement weekly compensation benefits to assure payment of employees full after-tax weekly wage beginning with the 27th week of disability.

**807.05**      To become eligible for injury leave with pay, an employee must immediately report the injury to the department head on prescribed forms and obtain first aid or other medical treatment as deemed appropriate.

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

**807.07**      The terms and provisions of this chapter regarding worker's compensation benefits shall not be construed as preventing the city from initiating proceedings for the duty disability retirement of an employee at any time that the city determines that the employee may so qualify under the terms of the Municipal Employees Retirement System.

**808**      **MILITARY LEAVE**

Any permanent employee who leaves city service to join the military forces of the United States during the time of war or other national emergency may be entitled to be restored to that position in accordance with the provisions of Uniformed Services Employment and Reemployment Rights Act.

**809**      **EDUCATIONAL LEAVE**

A full-time permanent employee may be given educational leave with full or partial pay for the purpose of taking courses directly related to the employee's job duties as determined by the department head. The city manager must approve requests for such leave in advance and they may not exceed a total of twenty (20) days or one hundred sixty (160) hours in any one calendar year, provided that funds are available for such leave.



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**810 OTHER LEAVE WITH PAY**

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

- a) Any required appearance before a court on behalf of the city in their official capacity.
- b) Participation in short term military training in the Armed Forces Reserve or National Guard.
- c) Participation in conferences and official meetings which enhance the employee's value to the city and when approved by the city manager.
- d) Jury Duty, if the employee returns to the city any fee received for serving on jury duty other than reimbursements for meals and travel expenses.

**811 LEAVE WITHOUT PAY**

Employees may be granted leave without pay at the discretion of the city manager when, the city would benefit from such leave. Such approval shall be granted only after consideration of the needs of the city service, the service record of the employee, and the relevancy of the request to the needs of the city. The term of the leave shall be established at the time it is authorized, but may be extended upon the approval of the city manager. Failure of an employee to return to duty upon the expiration of such leave without pay, including approved extensions thereto, shall be interpreted as a resignation.

**812 ABSENCE WITHOUT LEAVE**

An absence of an employee from duty, including any absence for a single day or part of a day, that is not authorized by a specific grant of leave of absence under the provisions of these regulations shall be deemed to be an absence without leave. Any such absence shall be without pay and may be subject for disciplinary action. Any employee who is absent for two consecutive days without leave shall be deemed to have resigned.

**813 FAMILY MEDICAL LEAVE ACT**

It shall be the policy of the city to comply with all regulations required pursuant to the federal Family Medical Leave Act, (FMLA), 29 U.S.C. Section 2601 et seq. The city has adopted a policy and procedure specific to leave rights granted in accordance with FMLA. Notices required by the FMLA shall be posted in conspicuous places in all departments. All new employees of the city shall be advised of their rights under the FMLA.

**814 ADMINISTRATIVE LEAVE**

In order to effectively oversee the functions of the city there may be instances where an employee is placed on paid leave by action of the city manager. This shall be categorized as Administrative Leave. Leaves under this provision shall be under the strict decision of the city manager and could be caused by, but not limited to instances of internal investigations, physical or mental stress or the result of an active investigation based on other provisions of this document. Administrative Leave shall be paid leave and will not impair an employee's rights to fringe benefits.

**815 PAYOUT OF LEAVE UPON EMPLOYEE DEATH**

Upon the death of an employee, the City shall payout 100% of all unused leave time (vacation, personal, and sick) at the employee's regular rate to the employee's beneficiaries as outlined in the employee's MERS documents.

**816 SHORT TERM DISABILITY**



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The City shall establish a Short-Term Disability program that shall provide for thirteen (13) weeks of wage loss at seventy (70%) percent of base wages. Employees are permitted to use leave time to supplement their paid leave to 100% of base wages. Benefits would be payable on the 1st day of a non-work injury or the 8th day of a sickness for a maximum of 13 weeks. The plan shall be subject to the plan offerings and provider guidelines.

## **CHAPTER 9: HEALTH CARE, DENTAL & VISION BENEFITS**

### **901 HOSPITALIZATION - MEDICAL BENEFITS**

Employees of the City of Berkley who are covered by the Merit System shall receive health care benefits equivalent to that provided of Members of Berkley Chapter of the Michigan Association of Public Employees under their current collective bargaining agreement. The benefits are outlined in Exhibit B of this document.

**901.01** The city may purchase medical and hospitalization insurance coverage from an insurance carrier other than Blue Cross-Blue Shield provided the coverage remains comparable to the current coverage with Blue Cross. If an alternative insurance carrier is selected, said carrier shall not be a Health Maintenance Organization. The city will provide advance notice and opportunity for comment prior to instituting any such change in coverage.

### **901.02 SUPPLEMENTAL HEALTH CARE COVERAGE FOR RETIREES**

For employees hired prior to July 1, 2005, upon retirement at age sixty-five (65) the city will place the retiree and eligible beneficiary onto the city's complimentary health care coverage for city Merit System pensioners. The city will not place the retiree or eligible beneficiary on the city's complimentary health care coverage if the retiree or the retiree beneficiary can prove that they are ineligible for Medicare benefits. The retiree is required to forward a copy of their Medicare card highlighting eligibility for both sections of Medicare commonly known as Part A and Part B to the city at the time the retiree and retiree beneficiary sign up for the Medicare Part B program. All costs related to the Medicare Part B program shall be borne exclusively by the Merit System retiree and or the eligible Merit System retiree/beneficiary. The Federal Medicare program shall then become the primary health care provider for the retiree and eligible retiree beneficiary and the city shall become the secondary healthcare provider. Qualifying employees or retirees may request additional information on coverage from the City's finance department for the most up-to-date coverage details.

**901.03** The city will continue the current practice of an aggressive pursue and then pay method for paying health care claims as defined by the city's insurance carrier. This will facilitate the appropriate coordination of benefits when an employee and non-employee spouse both have health care coverage. All employees and beneficiaries must provide all requests for information from the city and the city's insurance carrier to verify secondary health care coverage.

**901.04** The city will continue to provide sponsored dependent health care coverage with 100% of the monthly cost to be borne by the employee and paid by the employee monthly via payroll deduction or as the city requires.

**901.05** Hospitalization and other benefits, including the prescription drug card, received by full time members of the Merit System shall be determined by the City Council and may be changed from time to time.



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**901.06** The city will comply with all provisions of the Patient Protection and Affordable Care Act {Public Law 111-148 of the 11th Congress, 42 USC18001}. As such, Health Insurance Plans may be subject to change in order to remain in compliance with same and avoid penalties. The city may reopen the Collective Bargaining Agreement to address Patient Protection and Affordable Care Act Issues.

**902 LIFE INSURANCE**

The city shall provide, at city expense, group life insurance for each full time employee in accordance with a schedule determined by the city manager based upon salary ranges, but not less than \$10,000, nor more than that allowed in any employee contractual agreement.

**902.01** A part time employee hired prior to July 1, 2008, meeting the basic requirements for the classification provided in section 403, and who works a sufficient number of hours per week to meet the enrollment criteria established by the insurance carrier, shall be provided group life insurance at city expense in the amount of \$10,000. Any part time employee hired on or after 7/1/2008 is not eligible for this benefit.

**903 DENTAL BENEFITS**

The city shall provide, at the city's expense, dental care insurance for each full time employee, spouse and dependent children in the amount of \$1,750.

**903.01** The dental care insurance policy purchased by the city shall provide the following typical services:

Service Benefit Class	% Paid by Insurance	% Paid by Employee
Class I	100	0
Class II	80	20
Class III	60	40
Class IV - Orthodontia	50*	50

*\*Up to lifetime maximum per person of \$1000 with no age limit.*

**903.02** The city shall not be responsible for processing claims for payment or other administrative activities other than for those responsibilities assigned normally to employers by the insurance carrier.

**903.03** The city reserves the right to self-insure at a lower level of benefit at its discretion.

**904 OPTICAL BENEFITS**

The city shall provide, at the city's expense, an optical care program for each full time employee, spouse and dependent children. The optical care program shall consist of a reimbursement by the city up to a maximum of \$700.00 in a twenty-four (24) month period for each covered individual as described in this paragraph.

**904.01** The maximum reimbursement amount shall be based upon the schedule in effect on the date of the first reimbursable service for a covered employee or dependent in each twenty-four (24) month period for the following services:

- Eye examinations by a person licensed by the State of Michigan to perform same.
- Prescription lenses and frames.
- Prescription contact lenses.



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Reimbursement shall be based upon paid receipts submitted to the carrier for rendered services or products as described in this section.

**905 CONSOLIDATION OF MARRIED EMPLOYEES COVERAGE**

The city shall make an annual shared expense savings payment to those Merit System employees who are eligible for health, dental and optical benefit program but choose not to be covered by the city's benefit programs. In order to be eligible for health care opt-out, the employee requesting the opt-out must have health care coverage and be covered by an entity other than the City of Berkley. Further, no payout will be made if both spouses are employed by the City of Berkley or if one of them received healthcare as a City of Berkley retiree.

Married city employees are eligible for the shared expense payment provided one spouse is both employed and covered by a health care program from a non-City of Berkley employer. In compliance with federal regulations, when both spouses are employed by the City of Berkley, the couple is not eligible to opt out of health care coverage. The married couple will be covered by a single health care policy and neither spouse is eligible for opt out payments for health care coverage.

**905.01** The payment amount shall be equal to 40% of the annual actual cash savings to the city in reduced premium expense.

**905.02** Payment amounts shall be computed and paid once per year in July, but may be delayed if rate information from the respective carriers for the fiscal year commencing July 1st is not available. An employee who receives payment may not subsequently receive city coverage for the balance of the fiscal year, unless a change in marital status occurs which makes continued coverage under a spouse's policy no longer available.

**905.03** New hires employed on or after 7/1/2008, and any other active employee who did not receive a payment in lieu of health care as outlined in Section 905.02 in July 2008, must in fiscal year 2008 and in the future relinquish all City of Berkley health care coverages listed below if they wish to obtain a payment in lieu of health care benefit as outlined in Section 905.01. Payment in lieu of health care requires the employee to relinquish their active employee or retiree health care coverage, currently including Blue Cross and Blue Shield coverage, master medical coverage and prescription coverage.

**905.04** Vision and dental benefits are excluded from the payment in lieu of health care calculation and payment. However, the city at any time, can require that this coverage be relinquished and then be included in the payment in lieu of health care calculation.

**905.05** Active employees who received a payment in lieu of health care in July of 2008 will be memorialized by the Finance Department and said list will be forwarded to the city manager. Those listed will not have to relinquish their retirement health care contract but will have to relinquish an active employee health care contract to receive a payment in lieu of health care as outlined in Section 905.02.

- a) Once the active employee becomes a retiree, or the active employee gives up the retiree health care contract and accepts an active employee health care contract said employee will no longer be eligible for a payment in lieu of health care unless the active employee has relinquished the active employee health care coverage with the city.



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- b) All retirees are excluded from the payment in lieu of health care program. An active employee cannot have a retiree health care contract and active health care contract at the same time.

**906 LONG TERM DISABILITY BENEFIT (LTD)**

Employees eligible to receive paid sick leave pursuant to Section 804 shall also receive long term disability (LTD) coverage at city expense.

**906.02** After the expiration of a 90-day elimination period, the LTD benefit shall pay a totally disabled eligible employee 60% of their basic monthly earnings. Additional definitions, terms and conditions shall be as provided in the coverage document for the specific LTD program selected by the city and as determined by the carrier.

**906.03** A totally disabled employee receiving LTD benefit payments shall continue to receive the health and welfare benefits described in Sections 901 through 905, but shall not be credited with any additions to the paid leave times described in Chapter 8. If an employee retires, and continues to receive a full, or reduced, LTD benefit the employee shall receive health and welfare benefits provided to retired employees as described in Sections 1002 and 1003. An employee who works, and receives partial disability LTD payments shall receive such benefits as would normally accrue to an able-bodied person doing the same work with the same work schedule.

**CHAPTER 10: PENSIONS – RETIREMENT**

**1001 MUNICIPAL EMPLOYEES RETIREMENT SYSTEM (MERS)**

All employees of the city who are regularly scheduled and required to work at least 10 days per calendar month, shall become members of the retirement system created pursuant to the Michigan Municipal Employees Retirement Act of 1984, (MERS), including any amendments thereto which may be, or have been, enacted from time to time.

**1001.01** Seasonal and temporary employees, part time employees hired after July 1, 2008, and all other persons entirely excluded from the provisions of the Merit System, are also excluded from membership in the Municipal Employees Retirement System.

**1001.02** For the purposes of this Chapter, a day of work shall consist of a minimum of seven hours at work (excluding lunch breaks), or paid leave from work, or a combination thereof, in any one (1) calendar day.

**1001.03** Membership of an employee in the retirement system shall commence as of the first day of paid employment, or at such other time as the employee meets the monthly work time criteria on a regularly scheduled basis.

**1001.04** The terms and conditions of participation in the (MERS) retirement system, and qualification to receive benefits there under, shall be subject to the provisions of the act, and to the rules, procedures, and decisions of the retirement board, established pursuant to the act to manage, administer, and operate the MERS retirement system. An employee may not use the grievance procedure contained in this Merit System to settle any dispute regarding any matter which is the responsibility of the retirement board under the act.



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**1001.05** The benefit program for all eligible Merit System employees who retire on or after January 1, 1992 shall be Plan B-4, with termination of membership vesting Benefit Program V6. An employee meeting the following criteria for years of credited service and age shall be eligible to retire with unreduced benefits:

- a) Six (6) years of credited service and sixty (60) years of age.
- b) Fifteen (15) years of credited service and fifty-five (55) years of age.
- c) Twenty-five (25) years of credited service at any age.
- d) Regardless of hire date, the components of Final Average Compensation shall be those items outlined in the Municipal Employees' retirement system of Michigan Plan Document.

**1001.06** All full time employees hired on or after July 1, 2008, will be eligible for a B-3 with 55/25 and age 60 with 10 years of service. Final Average Compensation will be FAC-3.

**1001.07** All full time employees hired on or after January 1, 2022 will be eligible for a Defined Contribution Plus Plan established with MERS. Under the Defined Contribution Plus Plan, the employee shall contribute 4% of base wages and the City shall will contribute a 4% match plus an additional 6% for a total of 10% City contribution of the employee's base wages to the plan. Vesting in the Defined Contribution Plus Plan shall be six (6) years.

**1001.08** As provided in, and subject to, the provisions of the MERS Plan Document, an employee may receive additional length of service credit for retirement purposes for service in the employ of certain governmental units other than the City of Berkley, and full time previous City of Berkley service not currently credited, subject to the following additional provisions:

- a) At the time of requesting the additional service credit, the employee meets the eligibility requirements as described in the MERS Plan Document for the vesting benefits.
- b) The city will pay a portion of the cost for not more than twenty-four (24) months of service to be credited according to Section 1001.05(b). The employee shall pay to MERS an amount determined as follows:

$$\text{Employee payment to MERS} = \frac{\text{MERS reportable wages for prior 12 months}}{12} \times .05 \times \text{Number of months to be credited}$$

- c) The city shall be responsible for the portion of the total cost not paid by the employee. The employee shall be responsible for the entire cost of any additional service greater than 24 months that the employee may wish, and be eligible, to add to the service credit pursuant to the MERS Plan Document.
- d) The city will be responsible for one required valuation of cost per eligible employee to add additional service credit. The employee shall be responsible for any additional valuations that may be required when less than all eligible prior service is added at any given time.

**1002 LONGEVITY AT RETIREMENT**

An employee whose application for regular or disability retirement has been approved by the Municipal Employees Retirement System, and who separates from city employment for the purpose of receiving said retirement in the next following month, shall at the time of separation be entitled to receive a prorated longevity payment based upon the number of days from the most recent November 30th to the last day of employment.



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**1003 HEALTH AND WELFARE BENEFITS FOR RETIREES**

Full time employees hired prior to July 1, 2005, who is retired from city employment who has applied for, and not been denied, or who is receiving, regular retirement or disability payments pursuant to the provisions of the Municipal Employees Retirement System, shall be eligible to receive hospitalization insurance coverage while said retirement payments continue to be paid to the employee or the employee's surviving spouse. This insurance coverage shall be:

- a) The same, unless unavailable from the insurance carrier, as that provided at the time to non-retired Merit System employees, excluding benefits under Medicare or similar plan available pursuant to Federal and State legislation;
- b) Paid for by the city on behalf of the former employee and/or spouse who shall be responsible for payment, when required by the city, for any coverage for their eligible dependents.
- c) Terminated if the city is unable to correspond with the employee for lack of a current mailing address, or the employee fails to meet the financial obligation to the city under this program.
- d) Replaced with a PPO form of coverage as described in Section 901.02, when traditional coverage is unavailable due to the age or place of residence of the retiree.

**1003.01** Dental and optical insurance shall be the same coverage as provided for current employees to the extent that this coverage is available from the insurance company.

- a) The city shall assume the full expense of the dental insurance and optical benefits for the retiree and spouse. The retiree shall be responsible for the expense of any other persons covered by the retiree's insurance.
- b) Dental and optical insurance benefits will be limited to persons who have retired on or after June 30, 1985.

**1003.02** The city will provide life insurance worth \$10,000, for all Merit System retirees, (currently retired and future retirees), regardless of hire date, until they reach age 65. After age 65, the amount will be \$5,000 thereafter.

**1003.03** An employee who terminates city employment with a vested deferred retirement benefit which may be exercised at a later date shall be eligible only for those benefits and allowances specifically provided in the Municipal Employees Retirement System itself, and is not eligible at any time for any supplemental benefits (such as health care, dental, optical, prescription or life insurance) for retirees or beneficiaries provided under the Merit System.

**1003.04** For purposes of this section and eligibility to receive the benefits described herein, the term, "surviving spouse" shall also mean the spouse of a person who at the time of his or her death was an employee of the city with twenty (20) years or more of service to the city as a full time employee.

**1003.05** Benefits paid by the city under Section 1003 of this Chapter 10, for coverage afforded a "spouse" or "surviving spouse" are limited to those persons who are, or were, married to an employee covered under the Merit System as of the employee's last day of employment with the city prior to terminating employment and immediately commencing receipt of the retirement benefits of the pension system described in Section 1001 of this Chapter.





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- 1003.06** A person who marries a former employee, or the surviving spouse of a former employee after the employee commenced retirement shall be eligible, if accepted by the provider, to receive the same coverage as a spouse. The cost of such coverage shall be paid by the former employee or the surviving spouse.
- 1003.07** Those part time employees who are eligible to earn a pension benefit from the city are at all times ineligible for any health care benefit including dental, prescription and vision coverage and a health savings account regardless of hire date.
- 1003.08** The city will continue to provide Sponsored Dependent Health Care Coverage as outlined in Sections 1003, 1003.10, 1003.11 or 1003.12. The monthly cost of the Sponsored Dependent Health Care Coverage will continue to be 100% borne by the retiree or retiree dependent via payroll deduction or as required by the city.
- 1003.09** The city will institute an aggressive pursue and pay method of paying health care claims as defined by the city's insurance carrier. All retirees and beneficiaries must abide by all requests of the insurance carrier to verify coverage requests.
- 1003.10** When a Merit System retiree or their surviving spouse turn age 65, the City of Berkley will place the retiree or surviving spouse on the city health care coverage in conjunction with Sections 1003, or 1003.08. The Merit System retiree and/or their surviving spouse must apply for and receive Medicare Part B health care coverage from the Federal government. The retiree and surviving spouse must submit a copy of their Medicare Card highlighting coverage to the city for verification. If the Merit System retiree or surviving spouse are not eligible for Medicare Part B, the city will maintain their health care coverage at the same level of benefit prior to turning age 65. Failure to purchase Medicare Part B is not criteria to keep a retiree or surviving spouse at the same level of health benefit prior to turning age 65 and the city will still move the retiree or surviving spouse on to the city's complimentary health care coverage if the retiree or surviving spouse fails to obtain the Medicare Part B insurance coverage as required by the Federal government.
- 1003.11** All Merit System employees hired after July 1, 2005 will be eligible to receive the following in lieu of a defined benefit health care benefit program that included dental, vision and prescription coverage:
- a) Health Care Savings Accounts Plan Summary: The health savings program is not a health savings account as prescribed by the Internal Revenue Service. It is an Internal Revenue Service Section 115 Trust Program. The post-employment Health Savings Program (HSP) is an employer-sponsored savings account designed for an employee, your spouse and/or legal dependents to set aside money to cover the cost of post-employment health care. Under the program, pre or post tax contributions are made by an active employee. When city employment has ended, regardless of the reason or age, the individual may be reimbursed for healthcare related expenses (i.e. insurance premiums, doctor co-pays, COBRA, drug co-pays, many over-the-counter medications, etc.). In the event of death, the eligible spouse and/or legal dependent(s) may continue to use the account for tax-free medical expenses.
  - b) Health Care Savings Account Eligibility: Active Merit System Employees hired on or after July 1, 2005 and who are not currently receiving a retiree health care package from the City of Berkley will be able to establish and maintain a health savings account as the outlined in sections 1003.14 through 1003.25 through a third-party vendor chosen and approved by the City of Berkley in lieu of health, dental, vision and drug card benefits at their retirement.



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- 1003.12** Mandatory Pre-tax Contribution to Eligible Employees: The minimum mandatory pre-tax contribution is \$50.00 per month for all Merit employees hired after September 11, 2015. There is no maximum amount of employee pre-tax contribution. Once a pre-tax contribution is selected, the employee may never decrease the original pre-tax contribution but may increase said contribution.
- 1003.13** Non-Mandatory Contribution Post Tax: Eligible employees can also elect to contribute on a post-tax basis any amount the employee wishes to contribute to their account. This contribution can go up or go down on a periodic basis without penalty.
- 1003.14** Change of Benefit Periods: The city will provide at least two time periods within a fiscal year to allow for adjustment of pre and post-tax contributions.
- 1003.15** Employer Contributions on Pre and Post Tax Contributions: The city will match \$2.00 for everyone \$1.00 dollar of contribution made by the employee up to a maximum of \$100 employer contribution per month. This will be done in lieu of a health care insurance, vision, dental and drug plan at retirement. The employee can contribute as much as they wish within Internal Revenue Service guidelines. However, the maximum city contribution placed into the employees account per month will be \$100.00. The employee may not at this time deposit lump sum distributions paid by the city into this account.
- Effective January 1, 2022, all employees will contribute 1% of their base wage to their retiree health savings account. This contribution will be matched by the City at a rate of 4% of the same employee's base wage.
- 1003.16** Failure to Respond to Withhold: If an employee fails to respond to the notice for withholding, the city will automatically withhold \$10.00/pay pretax contribution from the employees' bi-weekly payroll paycheck and match said amount as referenced above.
- 1003.17** Interest Earned/Vesting: The employee contribution and earned interest on the employee contribution will vest with the employee from the first deposit. The employer contribution along with earned interest on the employer contribution will be credited to the employee monthly, however, the employer amount contributed and corresponding interest earned will not vest with the employee until the employee has completed their sixth (6) year or (72 months) of employment service with the City of Berkley. Termination of employment for any reason by the employee will result in the benefits paid to be portable however, the employee cannot have the employer contribution and related interest unless said employee has completed six (6) years of service or (72 Months) with the City of Berkley only. If the employee leaves city service for any reason prior to vesting, the employer contribution along with earned interest on the employer contribution will be transferred from the employee's account on the date the employee terminates service back to the City of Berkley retiree health funding account at MERS.
- 1003.18** Credited Service: Purchase of Generic Time, Military time, or Public Act 88 of 1961 reciprocal retirement time cannot be utilized in vesting for the employer contribution. Only actual service time earned at the City of Berkley can be utilized to accrue the City of Berkley employer contribution.
- 1003.19** Third Party Program Administrator: The Health Savings Program Account will be maintained and serviced by the Municipal Employees Retirement System (MERS) as selected by the City of Berkley and approved by the



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Mayor and City Council. Fees to be paid to MERS shall be reflected in the interest earnings rates earned by MERS and all accounts shall be credited interest net of MERS fees. MERS will be required to report to the City of Berkley and the employee at least quarterly, amounts contributed by the employee, employer and interest earned on the account by employee and employer.

- 1003.20** Withdrawal: Withdrawals from the account can only be made when the employee and beneficiary receive a monthly pension benefit from the PSO Pension System or the employee terminates city service prior to vesting in a City of Berkley pension benefit. The employees' Health Savings Plan account may require a beneficiary designation and if the employee should expire, the account will immediately belong to the designated beneficiary. Failure to designate a beneficiary would result in all dollars in the account to lapse to the City of Berkley.

Withdrawal of benefits from the account can only be made by the employee or their beneficiary at the time of retirement or leaving of city service. Withdrawals must meet Internal Revenue Service guidelines for health savings accounts in order to be a tax free distribution. Withdrawals from the account for non-medical benefit as determined by the Internal Revenue Service will be a taxable distribution to the employee. In all cases of withdrawal, MERS/Internal Revenue Service rules will apply when determining pre or post tax withdrawals.

- 1003.21** Plan Amendment: This plan can be amended at any time to meet Internal Revenue Service, Municipal Employees Retirement System, City Council or any other rule changes that may occur.

- 1003.22** Retroactivity - Contributions: For those Merit System employees hired on or after July 1, 2005 and still employed with the city on July 1, 2007, the city will make a one-time employer contribution of \$150.00 into each eligible individuals' account for each month and prorated month the employee has worked for the city for the time period of July 1, 2005 through June 30, 2007. This contribution is subject to all vesting requirements highlighted above. This section will not apply to any employee hired on or after July 1, 2007 or any Merit System employee who is currently receiving a City of Berkley retiree health care package in lieu of a regular employee health care package either from the city Merit System or other City of Berkley Union contract.

- 1003.23** Retroactivity - Vesting: For those Merit System employees hired on or after July 1, 2005 and still employed with the city on July 1, 2007 and not receiving a retiree health care benefit while on active duty, the city will allow the actual time earned between July 1, 2005 and June 30, 2007 to count towards vesting in this plan for eligible employees. Any employee hired on or after July 1, 2007 is not eligible for retro activity credited service rights.

### **1004 PUBLIC SAFETY RETIREMENT SYSTEM**

Any Merit System employee, who by reason of his or her duties must by law be a member of the City of Berkley Public Safety Retirement System, shall receive the retirement benefits and be subject to the following conditions and provisions described in this section.

- 1004.01** To the extent permitted by law, retirement and directly related benefits shall be the same, pursuant to Public Act 345 of 1937 as amended to date, (Act 345), as would apply if the employee was a member of the Berkley Public Safety Command Officers Association as described in the agreement with that collective bargaining unit. This includes by way of illustration, but is not limited to:



## **CITY OF BERKLEY MERIT SYSTEM OF HUMAN RESOURCE MANAGEMENT**

- a) Subject to the administration and direction of the Berkley Public Safety Retirement System Board.
- b) Retirement benefit based upon age, credited service and multiplier.
- c) Three-year final average compensation.
- d) Employee contribution via deduction.
- e) Limitation of pension to eighty-five percent, (85%), of average base wage.
- f) Duty, non-duty, and post retirement surviving spouse benefits.
- g) Benefit vesting.
- h) Annuity withdrawal.
- i) Post-retirement health care coverage for retiree and spouse.

**1004.02** In addition to the forgoing, an employee who retires under the provisions of this section shall receive an immediate post retirement adjustment as permitted pursuant to Section 6d of Act 345, so as to adjust the retirement benefit to the same amount that would be paid under like conditions of age, compensation and service to a member of the Berkley Public Safety Command Officers Association retiring at the same time.

## **CHAPTER 11: OTHER PROGRAMS AND BENEFITS**

### **1101 EXPENSE REIMBURSEMENT**

Each employee shall be entitled to recover actual out-of-pocket expenses which may occur from time to time while on official city business, subject to such rules and guidelines as may be specified by the city manager.

### **1102 MOVING EXPENSES**

The city manager may find it necessary to recruit key personnel from outside the South Oakland County Metropolitan area which could involve the payment of up to 100% of actual moving expenses. Such costs shall be determined and approved by City Council prior to making such relocation payment.

### **1103 CONFERENCES AND WORKSHOPS**

Each administrative officer may attend national conferences when said conferences are specifically related to work assignments as determined by the city manager. Local workshop and conference attendance in the state of Michigan shall be permitted for training purposes within the constraints of the adopted budget. Employees and elected officials are expected to comply with the city's travel policy and submit the required forms.

### **1104 TRAINING AND DEVELOPMENT**

It shall be the responsibility of the city manager to foster and promote training programs aimed at improving the quality of services rendered by the city and supporting employee development.

**1104.01** The city manager shall develop, conduct or make available, supervisory, management and other types of training and employee development programs common to all departments. The city manager shall establish standards of performance and procedures for evaluating employee efficiency and shall assist department heads in developing and conducting training to meet the specific needs of their departments and for the purpose of increasing employee efficiency and preparing for promotions to higher positions in the city service.



**CITY OF BERKLEY**  
**MERIT SYSTEM OF HUMAN RESOURCE MANAGAGEMENT**

**1104.02** Department heads are expected to be informed of the current standard of practice in their particular field and shall initiate, with the approval of the city manager, such new practices that will benefit service delivery to the public.

**1104.03** All full-time employees may receive full or partial payment for the purpose of taking courses directly related to their work as determined by the city manager, including the cost of books required by the university or college in accordance with the following tuition reimbursement schedule when approved based on budget constraints. Eligible employees may receive up to 100% reimbursement when a grade "C" and above is earned.

**1105 LONGEVITY**

Employees hired before September 11, 1984 shall be entitled to participate in the City's longevity program which is based on the employee's annual salary. Longevity shall not be based on any overtime or other special benefits. Employees hired on or after September 11, 1984 are not eligible to participate in the City's existing longevity program. Longevity payments are calculated as a percentage of the eligible employee's existing salary, payable in the first paycheck in December, based upon the years of service and percentage of salary as shown on the following schedule:

Number of Full Consecutive Years Completed As of Nov. 30 <sup>th</sup>	Longevity Payment Percentages
3 years	1%
5 years	2%
10 years	4%
15 years	6%
20 years	8%
25 years	10%

**ADDENDUM - DESIGNATED EXEMPT EMPLOYEES**

A.100 The following Merit System positions are designated exempt from paid overtime requirements.

- a) Community Development Director
- b) City Clerk
- c) Facility Manager
- d) Finance Director
- e) Treasurer
- f) Director - Parks and Recreation
- g) Director - Public Library
- h) Director - Public Safety
- i) Director - Public Works
- j) Chief Innovation Officer
- k) Downtown Development Authority Executive Director

As provided in Chapter 2 of the Merit System. The city manager may add to or delete positions from the list of designated exempt employees based upon analysis of the relevant facts. When positions are added or deleted, copies of the revision will be provided to all city employees.

December 20, 2021 City Council Meeting

Moved by Councilmember \_\_\_\_\_ and seconded by Councilmember  
\_\_\_\_\_ to consider participation in the National Opioid Settlement and  
authorize the City Manager to sign the Participation Agreements on the City's behalf.

Ayes:

Nays:

Motion:

# National Opioids Litigation

Proposed Partial Settlement with  
**Johnson & Johnson, Amerisource,  
Cardinal, and McKesson**

Presentation to Michigan Municipal League  
December 1, 2021



Mark J. Bernstein



Paul F. Novak

# October 31, 2020

**Cardinal** discloses to shareholders that broad details of a settlement have been reached between State Attorneys General and four opioids litigation defendants:

1. **Johnson & Johnson/Janssen** (an opioids manufacturer);
2. **Amerisource** (an opioids distributor);
3. **Cardinal** (an opioids distributor); and
4. **McKesson** (an opioids distributor).

**Under** the deal, up to \$26 billion is to be paid over 18 years to state and local governments, provided that maximum participation in the settlement is obtained.

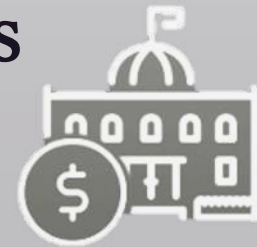


# Significant Aspects of the SETTLEMENT AGREEMENTS

## 1. Injunctive Relief



## 2. Payments to State and Local Governments



# Injunctive Relief

- Johnson & Johnson **discontinues opioid sales** for at least the next 10 years
- Johnson & Johnson **discontinues lobbying activity** concerning opioids
- Establishes a Big Three **Distributor Clearinghouse** for opioids-related transactions

# Payments to State and Local Governments

- Approximately **\$22.8 billion** in payments to State and Local Governments (if maximum participation is obtained)
- Approximately **3.4%** of which is allocable to Michigan (approximately \$776 million)

# Default Allocation of Michigan Money

- 15% to State Government
- 15% to Local Governments
- 70% to Statewide Opioid Abatement Fund



However, the default agreement may be replaced with a state-specific agreement.

# Michigan State-Specific Agreement

- Instead of 15% to Local Governments, proceeds will be split **50%** to Local Governments, **50%** to the State of Michigan
- From the 50% that is allocated to Local Governments, **deductions** for:
  - Special Circumstance Fund (**5%**)
  - Administrative Expenses (**0.3%**)
  - Attorneys Fees (no more than 15%; **likely about 8%** with remainder paid by National Fee Fund)
- Litigation Adjustments

# Why 100% Participation is Important

## DISTRIBUTORS: Base and Incentives

**Base 55%**  
**Incentives 45%**  
**Net Abatement Amount**

Incentives are earned by obtaining releases from subdivisions and limiting additional subdivisions from filing suit.

During the first two years, States that settle are treated as if receiving full base and incentive.

Illustrative only- Executed Agreements Control.

### Incentive A

Incentive A provides for payment of all but Incentive D payments in exchange for near full peace.

#### Incentive A is earned by:

- Passing a Statute or court ruling that terminates existing and bars future claims by subdivisions (including special districts);
- Receiving releases on behalf of (i) all general purpose subdivisions above 10,000 population, (ii) larger school and hospital/health districts, and (iii) all currently litigating subdivisions; or
- A combination of these approaches that results in a complete bar of existing and future claims (e.g., legislation barring future claims combined with 100% participation by litigating subdivisions).

### Incentive B

- Incentive B is not relevant if a State earns Incentive A.
- Incentive B is up to 25%.
- Incentive B is earned by obtaining releases from litigating subdivisions.

#### Incentive B Sliding Scale:

Participation or Case-Specific Resolution Levels	Incentive B Award
85%	30%
86-90%	40%
91-94%	50%
95-99%	60%
99-99.9%	95%
100%	100%

Not structured in time periods, as with Incentive B under the J&J Agreement.

### Incentive C

- Incentive C is not relevant if a State earns Incentive A.
- Incentive C is up to 15%.
- Incentive C is earned by getting larger (population of 30,000) non-litigating and any-sized litigating counties and cities to join the deal.

#### Incentive C Sliding Scale:

Participation, Release, or Resolution Levels	Incentive C Award
60-69%	25%
70-74%	35%
75-79%	40%
80-84%	45%
85-89%	55%
90-92%	60%
93%	65%
94%	75%
95-97%	90%
98-99%	95%
100%	100%

There is no timing element.

### Incentive D

5% share of the State's total Abatement Fund allocation (see page 20). Payable starting in year 6 through year 18.

#### Qualifying Criteria

- State must have had no later Litigating Subdivisions bring suit and proceed past preliminary motions.



# Why 100% Participation is Important

## JOHNSON & JOHNSON: Base and Incentives

**Base 45%**  
**Incentives 55%**  
**Global Settlement Abatement Amount**

**Incentives are earned by obtaining releases from subdivisions and limiting additional subdivisions from filing suit.**

Illustrative only- Executed Agreements Control.

### Incentive A

Incentive A provides for payment of all but Incentive D payments in exchange for near full peace.

Earning Incentive A also causes substantial payments, the first three years of payments, accelerated and paid within 90 days.

#### Incentive A is earned by:

- Passing a Statute or court ruling that terminates existing and bars future claims by subdivisions (including special districts);
- Receiving releases on behalf of (i) all general purpose subdivisions above 10,000 population, (ii) larger school and hospital/health districts, and (iii) all currently litigating subdivisions; or
- A combination of these approaches that results in a complete bar of existing and future claims (e.g., legislation barring future claims combined with 100% participation by litigating subdivisions).

### Incentive B

- Incentive B is not relevant if a State earns Incentive A.
- Incentive B is up to 30%.
- Incentive B is earned from obtaining releases from litigating subdivisions.

#### Incentive B Sliding Scale:

Participation or Case-Specific Resolution Levels	Incentive B Award
75%	50%
76%	52%
77%	54%
78%	56%
79%	58%
80%	60%
85%	70%
90%	80%
95%	90%
100%	100%

#### Timing element

Incentive B is structured in time periods and states will receive a percentage of sliding scale payments depending on when they reach 75% of litigating subdivisions signed on: (a) 0-210 days = 100% of sliding scale; (b) 211-365 = 75% of sliding scale; and (c) 366-2 years from effective date = 50% of sliding scale.

### Incentive C

- Incentive C is not relevant if a State earns Incentive A.
- Incentive C is up to 20%. It breaks Incentive C in two parts.
- Incentive C is earned by getting larger (population of 30,000) litigating and non-litigating counties and cities to join the deal. 5% is awarded for obtaining a State's ten largest general purpose subdivisions (cities and counties).

#### Incentive C Sliding Scale:

Participation, Release, or Resolution Levels	Incentive C(1) Award
60%	40%
70%	45%
80%	50%
85%	55%
90%	60%
91%	65%
92%	70%
93%	80%
94%	90%
95%	100%

There is no timing element.

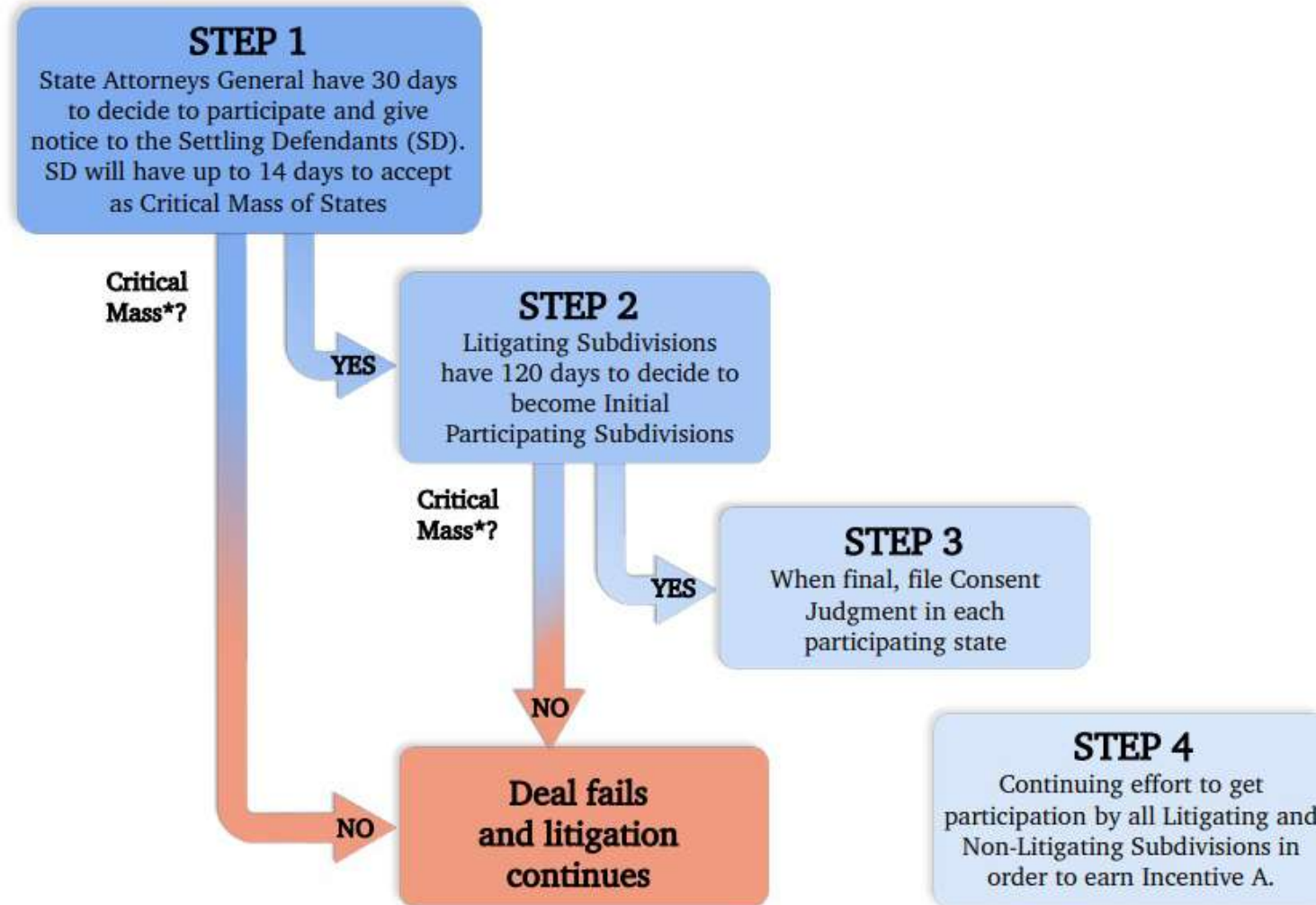
### Incentive D

5% share of the State's total Abatement Fund allocation (see page 20). Payable starting in year 6 through year 18.

#### Qualifying Criteria

- State must have had no later Litigating Subdivisions bring suit and proceed past preliminary motions in the 5 years following the Effective Date.

# Implementation



\*Sole discretion of Distributors & J&J

2021.07.22 Subject to Update & Correction/Executed Agreements Control



# How Do I Know if My Local Government Is Eligible to Participate?

Ada Township	Battle Creek City	Caledonia Charter Township	Davison Township	Farmington Hills City
Adrian City	Bay City	Calhoun County	Dearborn City	Fenton Charter Township
Alcona County	Bay County	Cannon Township	Dearborn Heights City	Fenton City
Alger County	Bedford Township	Canton Charter Township	Delhi Charter Township	Ferndale City
Algoma Township	Benton Charter Township	Cascade Charter Township	Delta Charter Township	Flat Rock City
Allegan County	Benzie County	Cass County	Delta County	Flint Charter Township
Allen Park City	Berkley City	Charlevoix County	Detroit City	Flint City
Allendale Charter Township	Berrien County	Cheboygan County	Dewitt Charter Township	Flushing Charter Township
Alpena County	Beverly Hills Village	Chesterfield Charter Township	Dickinson County	Fort Gratiot Charter Township
Alpine Charter Township	Big Rapids City	Chippewa County	East Bay Township	Fraser City
Ann Arbor City	Birmingham City	Clare County	East Grand Rapids City	Frenchtown Charter Township
Antrim County	Bloomfield Charter Township	Clawson City	East Lansing City	Fruitport Charter Township
Antwerp Township	Branch County	Clinton Charter Township	Eastpointe City	Gaines Township
Arenac County	Brandon Charter Township	Clinton County	Eaton County	Garden City
Auburn Hills City	Brighton Township	Coldwater City	Egelston Township	Garfield Charter Township
Bangor Charter Township	Brownstown Charter Township	Commerce Charter Township	Emmet County	Genesee Charter Township
Baraga County	Burton City	Comstock Charter Township	Emmett Charter Township	Genesee County
Barry County	Byron Township	Cooper Charter Township	Escanaba City	Genoa Township
Bath Charter Township	Cadillac City	Crawford County	Farmington City	Georgetown Charter Township

# How Do I Know if My Local Government Is Eligible to Participate?

Gladwin County	Hazel Park City	Jackson City	Livonia City	Missaukee County
Gogebic County	Highland Charter Township	Jackson County	Luce County	Monitor Charter Township
Grand Blanc Charter Township	Highland Park City	Kalamazoo Charter Township	Lyon Charter Township	Monroe Charter Township
Grand Haven Charter Township	Hillsdale County	Kalamazoo City	Mackinac County	Monroe City
Grand Haven City	Holland Charter Township	Kalamazoo County	Macomb County	Monroe County
Grand Rapids Charter Township	Holland City	Kalkaska County	Macomb Township	Montcalm County
Grand Rapids City	Holly Township	Kent County	Madison Heights City	Montmorency County
Grand Traverse County	Houghton County	Kentwood City	Manistee County	Mount Clemens City
Grandville City	Huron Charter Township	Keweenaw County	Marion Township	Mount Morris City
Gratiot County	Huron County	Lake County	Marquette City	Mount Pleasant City
Green Oak Township	Independence Charter Township	Lansing City	Marquette County	Mundy Charter Township
Grosse Ile Township	Ingham County	Lapeer County	Mason County	Muskegon Charter Township
Grosse Pointe Park City	Inkster City	Leelanau County	Mecosta County	Muskegon City
Grosse Pointe Woods City	Ionia City	Lenawee County	Melvindale City	Muskegon County
Hamburg Township	Ionia County	Lenox Township	Menominee County	Muskegon Heights City
Hamtramck City	Iosco County	Leoni Township	Meridian Charter Township	New Baltimore City
Harper Woods City	Iron County	Lincoln Charter Township	Midland City	Newaygo County
Harrison Charter Township	Iron Mountain City	Lincoln Park City	Midland County	Niles City
Hartland Township	Isabella County	Livingston County	Milford Charter Township	Niles Township

# How Do I Know if My Local Government Is Eligible to Participate?

Northville Charter Township

Norton Shores City

Novi City

Oak Park City

Oakland Charter Township

Oakland County

Oceana County

Oceola Township

Ogemaw County

Ontonagon County

Orion Charter Township

Osceola County

Oscoda County

Oshtemo Charter Township

Otsego County

Ottawa County

Owosso City

Oxford Charter Township

Park Township

Pittsfield Charter Township

Plainfield Charter Township

Plymouth Charter Township

Pontiac City

Port Huron Charter Township

Port Huron City

Portage City

Presque Isle County

Redford Charter Township

Riverview City

Rochester City

Rochester Hills City

Romulus City

Roscommon County

Roseville City

Royal Oak City

Saginaw Charter Township

Saginaw City

Saginaw County

Sanilac County

Sault Ste. Marie City

Schoolcraft County

Scio Charter Township

Shelby Charter Township

Shiawassee County

South Lyon City

Southfield City

Southfield Township

Southgate City

Spring Lake Township

Springfield Charter Township

St Clair County

St Joseph County

St. Clair Shores City

Sterling Heights City

Sturgis City

Summit Township

Superior Charter Township

Taylor City

Texas Charter Township

Thomas Township

Traverse City

Trenton City

Troy City

Tuscola County

Tyrone Township

Union Charter Township

Van Buren Charter Township

Van Buren County

Vienna Charter Township

Walker City

Warren City

Washington Township

Washtenaw County

Waterford Charter Township

Wayne City

Wayne County

West Bloomfield Charter Township

Westland City

Wexford County

White Lake Charter Township

Wixom City

Woodhaven City

Wyandotte City

Wyoming City

Ypsilanti Charter Township

Ypsilanti City

Zeeland Charter Township

# How Does My Local Government Participate?

## 1. Register

on national settlement website to **receive participation agreements** for Distributor and Janssen Settlement Agreements; and

## 2. Sign and submit

settlement participation agreements **before January 2**

# How Does My Local Government Register?

1. Go to the following website:  
<https://nationalopioidsettlement.com>
2. Click on the link: "**Update: Subdivisions Register Here to Receive Participation Agreements for Distributor and Janssen Settlement Agreements**" in the **yellow** box on the above website's homepage
3. This will open a form on a new tab, on which you will fill out the following information:
  - **State:** Michigan
  - **Political Subdivision:** \_\_\_\_\_ County / City of \_\_\_\_\_
  - **Registration Code:** Unique for each City/County

# How Does My Local Government Register?

4. Click the “**Verify Registration Code**” button at the bottom of the form after completing Step 3
5. Follow the remaining steps to **complete registration**
  - \*Please be prepared to include information as to the **designated representative** authorized to receive and sign paperwork on behalf of your political subdivision

# How Does My Local Government Sign Onto The Settlements?

- Once you have registered, you will receive **TWO Settlement Participation Agreements** (One for Janssen and one for the Distributors)
- You **must fill out BOTH of the Participation Agreements** and follow the instructions to submit them
- They must be submitted **BEFORE JANUARY 2, 2022**

# How May the Funds Be Used?

- Governed by “**opioid remediation**” as defined in the Distributor and Janssen Settlements
- Guided by “Exhibit E” of the **Distributor and Janssen Settlements**
- **Opioid Use Disorder** (OUD) Treatment
- Treatment and **Recovery Support**
- **Connecting People** to Help
- Address Needs of **Criminal Justice-Involved Persons**



# How May the Funds Be Used?

- Address Needs of **Pregnant Women, Infants, and Parents**
- **Prevention**
- First Responder **Support**
- **Leadership** Planning
- **Training**
- **Research**



# When Will My Local Government Receive Money?

**Payment #1**

as early as  
**April 2022**

**Payment #2**

as early as  
**July 2022**

Subsequent payments will be  
received annually in July.

# How Much Money Will My Local Government Receive?

- Nonlitigating Local Governments:
  - Contact **Matthew Walker**, Assistant Attorney General
    - [AG-OpioidLitigation@michigan.gov](mailto:AG-OpioidLitigation@michigan.gov)
- Litigating Local Governments:
  - Contact your attorneys

# RESOURCES

- [www.mi.gov/agopioids](http://www.mi.gov/agopioids)
- [www.nationalopioidsettlement.com](http://www.nationalopioidsettlement.com)
  - Full copy of Janssen Settlement Agreement
  - Full copy of Distributor Settlement Agreement
  - Frequently Asked Questions
  - Local Government Registration Information

## **PARTICIPATION INSTRUCTIONS**

Thank you for registering your subdivision on the national settlement website and for considering participating in the proposed Settlement Agreement with McKesson Corporation, Cardinal Health, Inc., and AmerisourceBergen Corporation (collectively “Settling Distributors”). This virtual envelope contains a Participation Agreement including a release of claims. The documents in this envelope must be executed, without alteration, and submitted in order for your subdivision to be considered potentially “participating.” If your subdivision does not participate, it will not be eligible to receive direct payments under this settlement.

The sign-on period for subdivisions ends on January 2, 2022. On or after that date, the states (in consultation with the subdivisions) and the Settling Distributors will determine whether the subdivision participation rate is sufficient for the settlement to move forward. If the deal moves forward, your release will become effective. If it does not, it will not.

As a reminder, if you have not already started your review of the settlement documentation, detailed information about the Settlements may be found at: <https://nationalopioidsettlement.com/>. This national settlement website also includes links to information about how the Settlements are being implemented in your state and how settlement funds will be allocated within your state, including information about, and links to, any applicable allocation agreement or legislation. This website will be supplemented as additional documents are created. The Michigan Attorney General’s Office has also set up a State-specific website, which may be found here: [Michigan.gov/agopioids](https://michigan.gov/agopioids). If you have questions, including questions on the amount of your allocation, please contact your legal counsel or e-mail [AG-OpioidLitigation@michigan.gov](mailto:AG-OpioidLitigation@michigan.gov).

**Settlement Participation Form**

Governmental Entity: Berkley city	State: MI
Authorized Signatory: Matthew Baumgarten	
Address 1: 3338 Coolidge Hwy	
Address 2:	
City, State, Zip: Berkley	Michigan 48072
Phone: (248) 672-0290	
Email: mbaumgarten@BerkleyMich.net	

The governmental entity identified above (“Governmental Entity”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated July 21, 2021 (“Distributor Settlement”), and acting through the undersigned authorized official, hereby elects to participate in the Distributor Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Distributor Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Distributor Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall, within 14 days of the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed.
3. The Governmental Entity agrees to the terms of the Distributor Settlement pertaining to Subdivisions as defined therein.
4. By agreeing to the terms of the Distributor Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Distributor Settlement solely for the purposes provided therein.
6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity’s state where the Consent Judgment is filed for purposes limited to that court’s role as provided in, and for resolving disputes to the extent provided in, the Distributor Settlement.
7. The Governmental Entity has the right to enforce the Distributor Settlement as provided therein.



8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Distributor Settlement, including but not limited to all provisions of Part XI, and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Distributor Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Distributor Settlement shall be a complete bar to any Released Claim.
  
9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Distributor Settlement.
  
10. In connection with the releases provided for in the Distributor Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:
 

**General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Distributor Settlement.
  
11. Nothing herein is intended to modify in any way the terms of the Distributor Settlement, to which Governmental Entity hereby agrees. To the extent this Election and Release is interpreted differently from the Distributor Settlement in any respect, the Distributor Settlement controls.



I swear under penalty of perjury that I have all necessary power and authorization to execute this Election and Release on behalf of the Governmental Entity.

Signature:

*Matthew Baumgarten*

Name:

Matthew Baumgarten

Title:

City Manager

Date:

12/15/2021





# Subdivisions Register Here to Receive Participation Agreements for Distributor and Janssen Settlement Agreements

## Registration Successful

Thank you for registering your Political Subdivision. See below for the details you provided.

Future correspondence will be sent to the email address provided.

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State: Michigan

Political Subdivision: Berkley city | OAKLAND COUNTY

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## Your Submitted Form Details

First Name: Matthew

Last Name: Baumgarten

Email: mbaumgarten@BerkleyMich.net

Address: 3338 Coolidge Hwy , Berkley, Michigan, 48072

Phone Number: 2486720290

Will your political subdivision be executing your settlement participation form via DocuSign or paper signature?: DocuSign

Name of the person submitting form: Matthew Charles Baumgarten



## **PARTICIPATION INSTRUCTIONS**

Thank you for registering your subdivision on the national settlement website and for considering participating in the proposed Settlement Agreement with Johnson & Johnson, Janssen Pharmaceuticals, Inc., Ortho-McNeil-Janssen Pharmaceuticals, Inc., and Janssen Pharmaceutica, Inc. (collectively “Janssen”). This virtual envelope contains a Participation Agreement including a release of claims. The documents in this envelope must be executed, without alteration, and submitted in order for your subdivision to be considered potentially “participating.” If your subdivision does not participate, it will not be eligible to receive direct payments under this settlement.

The sign-on period for subdivisions ends on January 2, 2022. On or after that date, the states (in consultation with the subdivisions) and Janssen will determine whether the subdivision participation rate is sufficient for the settlement to move forward. If the deal moves forward, your release will become effective. If it does not, it will not.

As a reminder, if you have not already started your review of the settlement documentation, detailed information about the Settlements may be found at: <https://nationalopioidsettlement.com/>. This national settlement website also includes links to information about how the Settlements are being implemented in your state and how settlement funds will be allocated within your state, including information about, and links to, any applicable allocation agreement or legislation. The Michigan Attorney General’s Office has also set up a State-specific website, which may be found here: [Michigan.gov/agopioids](https://michigan.gov/agopioids). If you have questions, including questions on the amount of your allocation, please contact your legal counsel or send an e-mail to [AG-OpioidLitigation@michigan.gov](mailto:AG-OpioidLitigation@michigan.gov).

**Settlement Participation Form**

Governmental Entity: Berkley city	State: MI
Authorized Signatory: Matthew C. Baumgarten	
Address 1: 3338 Coolidge Hwy	
Address 2:	
City, State, Zip: Berkley	Michigan 48072
Phone: (248) 672-0290	
Email: mbaumgarten@BerkleyMich.net	

The governmental entity identified above (“Governmental Entity”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated July 21, 2021 (“Janssen Settlement”), and acting through the undersigned authorized official, hereby elects to participate in the Janssen Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Janssen Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Janssen Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall, within 14 days of the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed.
3. The Governmental Entity agrees to the terms of the Janssen Settlement pertaining to Subdivisions as defined therein.
4. By agreeing to the terms of the Janssen Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Janssen Settlement solely for the purposes provided therein.
6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity’s state where the Consent Judgment is filed for purposes limited to that court’s role as provided in, and for resolving disputes to the extent provided in, the Janssen Settlement.
7. The Governmental Entity has the right to enforce the Janssen Settlement as provided therein.



8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Janssen Settlement, including but not limited to all provisions of Section IV (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Janssen Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Janssen Settlement shall be a complete bar to any Released Claim.
9. In connection with the releases provided for in the Janssen Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

**General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Janssen Settlement.

10. Nothing herein is intended to modify in any way the terms of the Janssen Settlement, to which Governmental Entity hereby agrees. To the extent this Election and Release is interpreted differently from the Janssen Settlement in any respect, the Janssen Settlement controls.



I swear under penalty of perjury that I have all necessary power and authorization to execute this Election and Release on behalf of the Governmental Entity.

DocuSigned by:

Signature:

Matthew Baumgarten

55EA22070AC4495...

Name:

Matthew Baumgarten

Title:

City Manager

Date:

12/15/2021

