



AGENDA
CITY OF CHARLEVOIX CITY COUNCIL REGULAR MEETING
Monday, August 20, 2018- 6:00 PM
Council Chambers, 210 State Street, Charlevoix, MI

- 1. Pledge of Allegiance**
- 2. Roll Call**
- 3. Presentations**
- 4. Inquiry Regarding Conflicts of Interest**
- 5. Consent Agenda**
 - A. City Council Meeting Minutes - August 6, 2018
 - B. Accounts Payable and Payroll Check Registers
 - C. Designate Representative to MML Annual Meeting
 - D. City Investment Depositories - Update
 - E. Resolution to Amend City Street Plan to Include Peppervine Place
- 6. Public Hearings and Actions Requiring Public Hearings**
 - A. Set Public Hearing for Zoning Ordinance Amendment
Mark L. Heydlauff, City Manager
- 7. All Other Actions and Requests**
 - A. Appointment of City Assessor
Mark L. Heydlauff, City Manager
 - B. Public Services Facility Update
Amanda Porath, PE and Lucas Porath, PE- OHM Advisors; Mark L. Heydlauff, City Manager
 - C. Sale of Old Street Signs
Leilani Durbin, Silver Linings Charlevoix; Mark L. Heydlauff, City Manager
 - D. Tentative CBA with the Communications Workers of America (CWA)(2018-2021)
Mark L. Heydlauff, City Manager
 - E. Employee Handbook Revisions
Mark L. Heydlauff, City Manager
 - F. Community Growth Grant Options

Mark L. Heydlauff, City Manager

8. Reports and Communications

- A. Public Comment
- B. City Manager Comments
- C. Mayor and Council Comments

9. Other Council Business

10. Adjourn

The City of Charlevoix 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 one weeks' notice to the City of Charlevoix. Individuals with disabilities requiring auxiliary aids or services should contact the City of Charlevoix Clerk's Office in writing or calling the following: City Clerk, 210 State Street, Charlevoix, MI 49720 (231) 547-3250.

CHARLEVOIX CITY COUNCIL

Consent Agenda

TITLE: City Council Meeting Minutes - August 6, 2018

DATE: August 20, 2018

RECOMMENDATION:

Motion to approve City Council minutes.

ATTACHMENTS:

- ▣ Draft Council Minutes

CITY OF CHARLEVOIX
DRAFT REGULAR CITY COUNCIL MEETING MINUTES
Monday, August 6, 2018 – 6:00 p.m.
Council Chambers, 210 State Street, Charlevoix, MI

The meeting was called to order at 6:00 p.m. by Deputy Mayor Shane Cole.

1. Pledge of Allegiance

2. Roll Call

Deputy Mayor: Shane Cole
Members Present: Greg Bryan, Aaron Hagen, Janet Kalbfell, Tom Oleksy, Leon Perron
Members Absent: Mayor Luther Kurtz
City Manager: Mark L. Heydlauff
City Clerk: Joyce Golding

3. Presentations

4. Inquiry Regarding Conflicts of Interest

5. Consent Agenda

All items listed under Consent Agenda are considered routine and will be enacted by one motion. There will be no separate discussion of these items. If discussion of an item is required, it will be removed from the Consent Agenda and considered separately.

- A. City Council Meeting Minutes – July 16, 2018
- B. Accounts Payable and Payroll Check Registers
 - a. Special Accounts Payable Check Register – July 24, 2018
 - b. Regular Accounts Payable Check Register – August 7, 2018
 - c. ACH Payments – July 16, 2018 to July 30, 2018
 - d. Payroll Check Register – July 27, 2018
 - e. Payroll Transmittal – July 27, 2018
 - f. Tax Disbursement – August 7, 2018
- C. PA 152 Annual Exemption for 2018-19 – Approve Resolution 2018-08-01

CITY OF CHARLEVOIX
RESOLUTION 2018-08-01

**RESOLUTION TO ADOPT THE ANNUAL EXEMPTION OPTION AS SET FORTH IN 2011 PUBLIC ACT 152,
THE PUBLICLY FUNDED HEALTH INSURANCE CONTRIBUTION ACT**

WHEREAS, *2011 Public Act 152 (the "Act") was passed by the State Legislature and signed by the Governor on September 24, 2011; and*

WHEREAS, *the Act contains three options for complying with the requirements of the Act; and*

WHEREAS, *the three options are as follows:*

- 1) *Section 3 - "Hard Caps" Option - limits a public employer's total annual health care costs for employees based on coverage levels, as defined in the Act;*
- 2) *Section 4 - "80%/20%" Option - limits a public employer's share of total annual health care costs to not more than 80%. This option requires an annual majority vote of the governing body;*
- 3) *Section 8 - "Exemption" Option - a local unit of government, as defined in the Act, may exempt itself from the requirements of the Act by an annual 2/3 vote of the governing body; and*

WHEREAS, *the City Council has decided to adopt the annual Exemption option as its choice of compliance under the Act.*

NOW THEREFORE BE IT RESOLVED, *that the City Council of the City of Charlevoix elects to comply with the requirements of 2011 Public Act 152, the Publicly Funded Health Insurance Contribution Act, by adopting the annual Exemption option for the medical benefit plan coverage year October 1, 2018 through September 30, 2019.*

RESOLVED, *this 6th day of August, A.D. 2018.*

Resolution was adopted by the following yea and nay vote:

Yeas: Cole, Perron, Oleksy, Bryan, Kalbfell, Hagen
Nays: None

- D. Resolution to Waive Parking Fees for Michigan College Bass Circuit – Approve Resolution 2018-08-02

CITY OF CHARLEVOIX
RESOLUTION NO. 2018-08-02
WAIVE PARKING FEES FOR MICHIGAN COLLEGE BASS CIRCUIT

WHEREAS, the Michigan College Bass Circuit is hosting a Bass Tournament August 18–19, 2018; and

WHEREAS, the Michigan College Bass Circuit is requesting that parking fees be waived for the Bass Tournament; and

WHEREAS, the City Code permits the City Council to waive parking fees for special or public events.

NOW THEREFORE BE IT RESOLVED, that the City Council of the City of Charlevoix, hereby waives parking fees for the Michigan College Bass Circuit on August 18–19, 2018.

RESOLVED this 6th day of August, 2018 A.D.

Resolution was adopted by the following yeas and nays vote:

Yeas: Cole, Perron, Oleksy, Bryan, Kalbfell, Hagen

Nays: None

Motion by Hagen, second by Oleksy, to approve the Consent Agenda.

Yeas: Cole, Perron, Oleksy, Bryan, Kalbfell, Hagen

Nays: None

6. Public Hearings & Actions Requiring Public Hearings

7. All Other Actions & Requests

A. MDOT Contract for Bridge Lighting Project

City Manager Heydlauff explained that there is an ongoing private effort to raise funds for the lighting of our bridge. MDOT has been supportive of this effort thus far and this contract would layout the responsibilities of the City, as sponsor of the project, and MDOT as the owner of the bridge. While the funds are being privately raised, the City is assuming responsibility for this.

Deputy Mayor Cole opened the item to public comment. There was no comment and the item was closed.

CITY OF CHARLEVOIX
RESOLUTION NO. 2018-08-04
EXECUTION OF MDOT CONTRACT NO. 18-5341 BASCULE BRIDGE ACCENT AND PEDESTRIAN LIGHTING

WHEREAS, the City of Charlevoix is proposing the installation of bascule bridge accent and pedestrian lighting; and

WHEREAS, the project will beautify the structure, welcome boaters and increase safety; and

WHEREAS, the project has support from the Downtown Development Authority, City Council, and Charlevoix Area Chamber of Commerce.

NOW THEREFORE BE IT RESOLVED, that the City of Charlevoix City Council hereby authorizes the Mayor and City Manager to execute the MDOT Contract No. 18-5341 for the bridge accent and pedestrian lighting project after review by the City Attorney.

RESOLVED this 6th day of August, 2018 A.D.

Resolution was adopted by the following yeas and nays vote:

Yeas: Cole, Perron, Oleksy, Bryan, Kalbfell, Hagen

Nays: None

Motion by Kalbfell, second by Perron, to approve the contract with MDOT for the installation of lights on the Charlevoix Bascule Bridge.

Yeas: Cole, Perron, Oleksy, Bryan, Kalbfell, Hagen

Nays: None

B. Legal Access to Palmer Street Resolution

City Manager Heydlauff stated that Attorney Harry Golski is representing Kelly Pitcher who is the personal representative of her mother's (Judy Przybylski) estate. They have an accepted offer to sell the real estate located at 116 Palmer Street. However, the title search indicates that the property does not have dedicated access to Palmer Street although the street has been used to access the DNR facility and parking area. The City has always maintained the street as a public way. This situation can be resolved

by a resolution of the City Council confirming the long-standing historical use of this small parcel of land. No transfer of property, or interest in property, would result.

Deputy Mayor Cole opened the item to public comment. There was no comment and the item was closed.

**CITY OF CHARLEVOIX
RESOLUTION NO. 2018-08-03**

RESOLUTION CONFIRMING STATUS OF PORTION OF PALMER STREET (EXTENDED) AS PUBLIC THOROUGHFARE

WHEREAS, *the City of Charlevoix has historically owned and maintained Palmer Street as a public thoroughfare to service the residences and properties located on Palmer Street and other property owned by the City; and*

WHEREAS, *the City of Charlevoix has previously transferred a 20-foot strip of land to the owners of certain property located at 116 Palmer Street to grant access to Palmer Street, as existing and maintained; and*

WHEREAS, *it appears that the parcel located at 116 Palmer, in spite of the prior conveyance, may not have clear legal access to Palmer Street due to the configuration of the lot; and*

WHEREAS, *the City is desirous of confirming that the property located at 116 Palmer Street has permanent legal access to a public thoroughfare (Palmer Street, as extended) and as shown on the attached drawing;*

NOW THEREFORE BE IT RESOLVED, *that the City of Charlevoix does ratify and confirm that the portion of Palmer Street (extended) as shown on the attached drawing is and remains a public thoroughfare open to the use of the general public and owned and maintained by the City of Charlevoix.*

RESOLVED *this 6th day of August, 2018 A.D.*

Resolution was adopted by the following yeas and nays vote:

Yeas: Cole, Perron, Oleksy, Bryan, Kalbfell, Hagen

Nays: None

Motion by Kalbfell, second by Oleksy, to approve Resolution 2018-08-03 Confirming Status of Palmer Street (extended) as a Public Thoroughfare.

Yeas: Cole, Perron, Oleksy, Bryan, Kalbfell, Hagen

Nays: None

8. Reports & Communications

A. Public Comments

- Maureen Owens offered her Main Street Committee experience if Council should need information.
- Greg Withrow, 202 Elm Street, was concerned with the number of deer on the north side and the devastation they cause. He suggested a culling program for the deer as well as following the zoning ordinance regarding fencing.
- Harry Golski wondered if there was an uptick in car-deer accidents and felt that this would be a safety concern.
- Rick Wertz questioned the use of the word "cull."
- Bob Timms questioned the spray painted circles on the pavement.

B. City Manager Comments

- Attended an MDOT meeting regarding upcoming work on US-31 and final details.
- Congratulated the Circle of Arts on the first annual Dragon Boat Festival.
- Thanks to the Charlevoix Courier article regarding behind the scenes work for the Venetian Festival.

C. Mayor & Council Comment

- Bryan discussed jay-walking issues and safe crossing on Bridge Street. He wanted the City Manager to move quickly on the deer problem.
- Hagen questioned the timeline on the choke cherry eradication.

9. Other Council Business

10. Adjourn

The Deputy Mayor adjourned the meeting at 6:26 p.m.

Joyce M. Golding

City Clerk

Shane Cole

Deputy Mayor

Special Accounts Payable – 07/24/2018

AT&T	5,647.94	GREAT LAKES ENERGY	232.09
AT&T LONG DISTANCE	212.60	METLIFE SMALL BUSINESS CENTER	539.21
AT&T MOBILITY	88.60	PRIORITY HEALTH	41,496.24
CHARLEVOIX STATE BANK	11,041.18	VERIZON WIRELESS	56.72
CHARTER COMMUNICATIONS	1,851.86	VISION SERVICE PLAN	499.50
DELTA DENTAL	3,390.81	TOTAL	65,056.75

Regular Accounts Payable – 08/07/2018

AIRGAS USA LLC	68.65	HAGGARD'S INC	90.00
ALL-PHASE ELECTRIC SUPPLY CO.	239.59	HANKINS, SCOTT A.	50.00
AMERICAN WASTE INC.	3,516.50	HARRELL'S	5,682.96
APX INC.	32.72	HEADY, KATE	100.00
ARCADIA BENEFITS GROUP INC	25.00	HEID, THOMAS J.	50.00
AVFUEL CORPORATION	163,534.28	HEP'S HOMEBAKED GRANOLA	56.00
B & L SOUND INC	186.42	HERSEY, BRADFORD	100.00
BAKER COLLEGE OF CADILLAC	270.00	HEYDLAUFF, MARK L	50.00
BEIJO DE CHOCOLAT LLC	25.00	HOLIDAY COMPANIES	7,382.74
BELL EQUIPMENT COMPANY	1,031.45	HYDE SERVICES LLC	1,443.17
BERG, REBECCA	131.00	HYDRO CORP	530.00
BLARNEY CASTLE OIL CO	1,063.29	JOHN E. GREEN COMPANY	1,846.53
BLOXSOM ROOFING & SIDING CO.	185.00	KANTOLA, MARK	6.00
BOB MATHERS FORD	800.00	KIWANIS CLUB OF CHARLEVOIX	40.00
BOUND TREE MEDICAL LLC	160.01	KLOOSTER, ALIDA K.	65.91
BRADFORD'S	45.25	KLOOSTER, PATRICK H	50.00
BREWER, JOHN	210.00	KNORR, KENT	50.00
BUNTING, STACY	80.00	KOORSEN FIRE & SECURITY	553.61
CCI SOUTH LLC	52.50	KROLL, BRENDA	153.10
CDW GOVERNMENT INC.	117.50	KSS ENTERPRISES	2,941.80
CENTRAL DRUG STORE	137.13	LAKESHORE TIRE & AUTO SERVICE	15.00
CHARLEVOIX COMMUNITY SHOPPER	229.00	LANDSCAPE FORMS INC.	2,405.00
CHARLEVOIX COUNTY TREASURER	307.25	LANGE, JEFFREY	150.00
CHARLEVOIX GLASS INC.	100.00	LASER PRINTER TECHNOLOGIES	1,598.00
CHARLEVOIX SCREEN MASTERS INC	507.00	LEELANAU COFFEE ROASTING CO INC	113.90
CHARLEVOIX TOWNSHIP	15.75	LOTTIE'S BAGELS	221.00
CHARLEVOIX VENETIAN FESTIVAL	1,000.00	MAY, TAMMY	75.00
CHARTER COMMUNICATIONS	221.99	MAYER, SHELLEY L.	50.00
CHEMICAL SYSTEMS INC.	3,360.00	McGINN, KELLY A.	50.00
CINTAS CORPORATION	93.97	MCMULLEN, DONALD R	188.60
CINTAS CORPORATION #729	209.88	MDC CONTRACTING LLC	46,240.36
CITY OF CHARLEVOIX - PETTY CASH	562.43	MICHIGAN MUNICIPAL LEAGUE	57.80
COOK FAMILY FARMS	105.00	MICHIGAN MUSHROOM MARKET LLC	63.00
CPSM	2,070.68	MICHIGAN OFFICEWAYS INC	2,502.77
CRYSTAL FLASH ENERGY	1,191.89	MICHIGAN PIPE & VALVE	5,372.92
CURREY FARMS LLC	60.00	MICHIGAN WATER ENV ASSOC	140.00
DANTUMA, KAREN	350.00	MILAN, JANE	23.86
DAVE KRING CHEVROLET	533.18	MILLER, WILLIAM S.	50.00
DCASSESSING SERVICES	4,371.08	MURRAY'S CREATIONS	55.00
DEISHU LLC	183.70	NESTLE, HAROLD	182.87
DELL MARKETING L P	5,544.42	NORTHERN A-1 ENVIRONMENTAL SVCS	1,650.75
DeROSIA, PATRICIA E.	50.00	NORTHERN CREDIT BUREAU	1,336.19
DERRER OIL & PROPANE CO	706.25	NORTHERN MICHIGAN DUST CONTROL	1,248.00
DHASELEER, CARL	85.00	NORTHERN MICHIGAN REVIEW INC.	2,594.00
DOAN, GERARD P.	50.00	NORTHERN PUMP SERVICE INC.	750.00
DOTSON, LINDSEY J.	50.00	NORTHERN SAFETY CO INC	843.58
DOYLE, ANNIE	120.00	OLESON'S FOOD STORES	579.12
DRAVES, MARTIN J.	56.93	OLSON BZDOK & HOWARD	1,162.50
EAST JORDAN COMMUNITY POOL	50.00	O'REILLY AUTOMOTIVE INC	46.98
ECONO SIGNS LLC	600.72	OSTLUND PEST CONTROL LLC	425.00
ELLIOTT, PATRICK M.	50.00	OTEC	65.00
ELLSWORTH FARMER'S EXCHANGE	913.84	OVERHEAD DOOR COMPANY	460.59
EMERGENCY MEDICAL PRODUCTS INC	191.17	P.K. CONTRACTING	16,007.30
EMERGENCY VEHICLES PLUS	606.29	PARASTAR INC.	1,034.61
FARMER WHITE'S	410.00	PARKER, MICHAEL	28.00
FASTENAL COMPANY	1,843.92	PEASE, RIVER FAITH	100.00
FISHER SCIENTIFIC	780.87	PERFORMANCE ENGINEERS INC	5,529.00
GINOP SALES INC	414.35	PLUNKETT & COONEY	1,320.00
GOLDING, JOYCE M.	50.00	POND HILL FARM LLC	328.00
GRAINGER	893.05	POOLWEB.COM	3,360.00
GRANICUS	4,950.00	POWER LINE SUPPLY	1,274.47
GREAT LAKES ELEVATOR LLC	370.91	PREFERRED WASTE 2 LLC	450.00
GREAT LAKES PIPE & SUPPLY	123.00	PREIN & NEWHOF	322.00
GUNTZVILLER, RHONDA	727.00	PREMIER SAFETY	161.74
HACH COMPANY	6,053.89	PRESTON FEATHER	2,128.41

PRO WEB MARKETING LLC	157.50	TELEDYNE INSTRUMENTS INC	1,679.41
PURITY CYLINDER GASES INC	150.35	TELE-RAD INC	1,103.82
R & R PRODUCTS INC	406.92	TERMINAL SUPPLY CO	755.84
RAECKE, MICHAEL	21.18	THORP, ELIZABETH	100.00
RANDALL, BRIAN	1,350.00	TOP LINE	270.00
RANGE TELECOMMUNICATIONS	147.60	TREDROC TIRE SERVICES LLC	480.00
REHMANN-ROBSON & CO	10,500.00	ULINE	227.96
RESCO	1,751.98	UNIFIRST CORPORATION	1,212.36
RUSTIC BAKER	57.00	UNITED STATES PLASTIC CORP.	174.81
SAGER, BAILEY	2.76	UP NORTH PROPERTY SERVICES LLC	4,350.00
SCHANES, CHERYL	28.00	UPPER CASE PRINTING INK.	497.48
SHINDORF BUILDERS	1,048.00	USA BLUE BOOK	1,461.78
SIEGRIST, DAVID	15.00	VAN'S BUSINESS MACHINES	61.25
SJOHOLM, ROBERT	19.20	VILLAGE GRAPHICS INC.	379.35
SKRETTING USA	220.16	WHARTON, BONNIE	240.00
SNIVELY, KIRBY	75.00	WHEELER, MICHAEL	264.00
SPARTAN DISTRIBUTORS INC	115.33	WHITLEY'S FLOOR COVERING	773.53
SPARTAN STORES LLC	39.80	WILBERT BURIAL VAULT CO	53.76
STATE OF MICHIGAN	150.00	WILMOT ELECTRIC INC	78,405.00
STATE OF MICHIGAN	209.89	WINN, JOHN	2,675.44
STEVENS, BRANDON C.	109.00	WITTHOFT, CHARLES	150.00
STEVENS, JEFF	39.95	WOOD SHOP, THE	6,195.00
STRIKER SUPPLY	60.00	WORK & PLAY SHOP	225.00
SUPERIOR MECHANICAL	1,374.45	WURST, RANDALL W.	50.00
SWEM, DONALD L.	50.00	WYMAN, MATTHEW A.	50.00
SYSTEMS SPECIALISTS INC	14,657.50		
T.C. RECORD EAGLE	150.00	TOTAL	471,820.20

ACH Payments – 07/16/2018 to 07/30/2018

MI PUBLIC POWER AGENCY	16,543.07	VANTAGEPOINT (401 ICMA PLAN)	742.50
MI PUBLIC POWER AGENCY	53,937.33	VANTAGEPOINT (457 ICMA PLAN)	15,713.09
MI PUBLIC POWER AGENCY	186,479.73	VANTAGEPOINT (ROTH IRA)	936.53
IRS (PAYROLL TAX DEPOSIT)	42,421.22	MERS (DEFINED BENEFIT PLAN)	41,379.59
ALERUS FINANCIAL (HCSP)	400.00	MI PUBLIC POWER AGENCY	16,378.43
STATE OF MI (WITHHOLDING TAX)	6,584.19	TOTAL	381,515.68

Payroll Net Pay – Pay Period Ending 07/21/2018 (Paid 07/27/2018)

HEYDLAUFF, MARK L.	2,358.07	SCHWARTZFISHER, JOSEPH L.	1,223.19
GOLDING, JOYCE M.	1,764.87	BRADLEY, KELLY R.	1,750.05
DEROSIA, PATRICIA E.	1,132.52	HART II, DELBERT W.	1,253.55
DOTSON, LINDSEY J.	1,457.30	JONES, ROBERT F.	1,631.80
LOY, EVELYN R.	1,086.31	DORAN, JUSTIN J.	1,457.33
KLOOSTER, ALIDA K.	1,652.14	FARRELL, MITCHELL L.	1,400.23
GOLOVICH, KAREN J.	969.62	THORP JR, WILLIAM D.	1,148.41
SPENCLEY, PATRICIA L.	1,357.74	MANKER JR, DAVID W.	609.81
MCGINN, KELLY A.	1,670.39	MANKER SR, DAVID W.	823.57
JONES, JANET M.	523.77	BECKER, MICHAEL S.	835.56
DOAN, GERARD P.	1,697.63	NEDWICK, DAVID J.	441.91
SCHLAPPI, JAMES L.	976.76	FREY, DYLAN V.	461.21
UMULIS, MATTHEW T.	1,031.33	SHEPARD, ZACHARY N.	203.17
HANKINS, SCOTT A.	1,618.54	HART III, DELBERT W.	570.42
ORBAN, BARBARA K.	1,440.82	BOEHM, NOAH A.	647.49
WILLIAMS, ASHLEY M.	1,225.82	MCGHEE, ROBERT R.	1,102.92
FLICKEMA, ANDREW M.	1,569.09	MUMICH, BARRY J.	648.42
RILEY, DENISE M.	476.82	CRANDELL, ZACKARY R.	629.31
MATELSKI, KRISTEN L.	1,078.75	SEESE, GARRETT R.	598.02
BINGHAM, LARRY E.	854.16	FERGUSON, ROYCE L.	930.07
MATELSKI, RYAN G.	940.26	MUELLER, JASON C.	658.90
VANLOO, MEAGAN E.	817.18	BOSS, SHERRY M.	481.61
MACGILLIVRAY, ROGER	855.99	SAYWARD, MADISON E.	681.90
WURST, RANDALL W.	1,243.53	ROSENTHAL, GABRIEL M.	970.10
MAYER, SHELLEY L.	1,855.43	NOVOTNY, RAIGAN I.	633.20
HILLING, NICHOLAS A.	1,522.63	KNORR, KENT J.	1,958.07
MEIER III, CHARLES A.	1,621.26	STEBE, LAURA A.	152.38
ZACHARIAS, STEVEN B.	1,592.79	MILAN, JANE E.	1,260.85
NEWMAN, MARK J.	1,450.72	ANZELL, BETH A.	756.93
SWEM, DONALD L.	1,975.53	MACGILLIVRAY, RAYMOND L.	734.62
EATON, BRAD A.	1,913.28	RITTER, MATTHEW R.	526.32
WILSON, TIMOTHY J.	2,086.33	MCCULLOUGH, SAVHANA C.	629.41
LAVOIE, RICHARD L.	1,834.27	CALO, LEAH M.	643.67
STEVENS, BRANDON C.	2,302.17	KLOOSTER, PATRICK H.	1,465.01
DRAVES, MARTIN J.	1,882.80	EVANS JR, HALBERT K.	667.30
ANDERSON, ELIZABETH A.	1,240.03	GREENE, GLORIA C.	754.96
LEITNER, RYAN S.	1,075.51	DAVIS, LEAH R.	678.86
ELLIOTT, PATRICK M.	2,167.96	TELGENHOF, WILL G.	678.86

WILLIAMS, BRANDON S.	545.16	STEVENS, JEFFREY W.	716.25
CARLSON, JOSHUA A.	663.64	RILEY, CASEY W.	759.41
HOLECHECK, JENNACA R.	594.68	JONES, LARRY M.	1,411.54
VRODRAN, LARISSA M.	601.72	WILLSON, BRENDA R.	787.64
BAILEY, ALYSSA M.	648.99	BEAN, PETER J.	1,258.93
KIRINOVIC, THOMAS F.	542.87	SILVA, JESSE L.A.	779.38
DUTCHER, ROBERT G.	148.00	SEHL, JENNA R.	324.49
KLOOSTER, SUSAN E.	236.49	RILEY, DANIEL A.	997.53
HEID, THOMAS J.	1,317.16	WHEELER, MICHAEL W.	1,366.85
LEESE, ALAN K.	470.58	SNYDER, CORY G.	674.36
HART, DAVID R.	43.63	PEARSALL, KRISTA M.	382.47
GRUNCH, RONALD J.	391.02	DRAKE, WILLIAM F.	936.65
DAVIS, RONALD L.	312.84	JOHNSON, MELISSA A.	2,185.43
FAIRCHILD, GALEN W.	358.66	TIMMS, ROBERT N.	46.17
MASSON, DONALD J.	512.36	DIPERT, LEWIS K.	46.17
KUSINA, DENNIS W.	344.69	GERBER, SAMUEL A.	49.87
LABLANCE, MAUREEN J.	303.25	WHITLEY, ANDREW T.	2,048.64
LIVINGSTON, BRIAN D.	949.60	MORRISON, KEVIN P.	1,307.33
STANLEY, MARK J.	60.95	JOHNSON, STEVEN P.	1,089.53
VANLOO, JOSEPH G.	962.59	BISHAW, JAMES H.	752.40
WYMAN, MATTHEW A.	1,604.77	ZIPP, BRANDON M.	632.12
MILLER, WILLIAM S.	1,166.86	KLINGER, BRADLEY W.	662.49
DOUGLAS, MARK	1,025.81	WILLIAMS, SYDNEY K.	689.34
PRIOR, ERIN C.	526.66	RITTER, DAVID M.	565.39
CERTA, BRIAN	537.78	PETERSON, BENJAMIN D.	675.64
MCMULLEN, DONALD R.	1,470.22	GILL, DAVID R.	1,293.16
TRAVERS, MANUEL J.	1,235.01	TOTAL	127,034.68

Payroll Transmittal – 07/27/2018

4FRONT CREDIT UNION	558.84	CHEMICAL BANK	150.00
4FRONT CREDIT UNION	619.00	COMMUNICATION WORKERS OF AMER	568.36
AMERICAN FAMILY LIFE	198.66	MI STATE DISBURSEMENT UNIT	679.30
AMERICAN FAMILY LIFE	372.78	PRIORITY HEALTH	1,749.22
CHAR EM UNITED WAY	52.00		
CHARLEVOIX STATE BANK	1,200.77	TOTAL	6,148.93

Tax Disbursement – 08/07/2018

CHARLEVOIX COUNTY TREASURER	294,125.32	CITY OF CHARLEVOIX - TAXES DUE	214,540.16
CHARLEVOIX PUBLIC SCHOOLS	441,742.92	CITY OF CHARLEVOIX/DDA	310,688.67
CHARLEVOIX PUBLIC SCHOOLS	73,285.76	STATE OF MICHIGAN	1,633.35
CHARLEVOIX PUBLIC SCHOOLS	4,533.11		
CHARLEVOIX PUBLIC SCHOOLS	18,138.88	TOTAL	1,358,688.17

CHARLEVOIX CITY COUNCIL

Consent Agenda

TITLE: Accounts Payable and Payroll Check Registers

DATE: August 20, 2018

ATTACHMENTS:

- ▣ Accounts Payable and Payroll Check Registers

Pay Period Date	Check Issue Date	Check Number	Payee	Emp ID	Description	Amount
08/04/2018	08/10/2018	124389	4FRONT CREDIT UNION	9024	HSA-EMPLOYEE CONTRIB-4FR	558.84
08/04/2018	08/10/2018	124390	4FRONT CREDIT UNION	9028	Lump Sum Employer Contribution	560.00
08/04/2018	08/10/2018	124391	AMERICAN FAMILY LIFE	9011	AMERICAN FAMILY LIFE-POST	198.66
08/04/2018	08/10/2018	124391	AMERICAN FAMILY LIFE	9011	AMERICAN FAMILY LIFE-PRETA	372.78
08/04/2018	08/10/2018	124392	BARRY COUNTY TRIAL C	9029	Wage Assignment: Case 04-6725	20.00
08/04/2018	08/10/2018	124393	CHAR EM UNITED WAY	9009	UNITED WAY Pay Period: 8/4/20	52.00
08/04/2018	08/10/2018	124394	CHARLEVOIX STATE BA	9017	HSA - EMPLOYEE CONTRIB - C	1,200.77
08/04/2018	08/10/2018	124395	CHEMICAL BANK	9018	HSA - EMPLOYEE CONTRIB - C	150.00
08/04/2018	08/10/2018	124396	COMMUNICATION WORK	9004	CWA UNION DUES Pay Period:	568.36
08/04/2018	08/10/2018	124397	MI STATE DISBURSEME	9012	FRIEND OF THE COURT Pay P	679.30
08/04/2018	08/10/2018	124398	POLICE OFFICERS LABO	9003	POL UNION DUES Pay Period: 8	201.00
08/04/2018	08/10/2018	124399	PRIORITY HEALTH	392358	PRIORITY HEALTH Pay Period:	1,740.91
Grand Totals:		12				6,302.62

dm

Summary of Check Registers & ACH Payments HUNTINGTON NATIONAL BANK - CHECKS ISSUED

08/10/18 Payroll Transmittal Checks	\$	6,302.62
08/10/18 Payroll (net pay)	\$	137,766.04
08/21/18 Regular Accounts Payable	\$	488,813.89
Checks Sub-Total:	\$	632,882.55

HUNTINGTON NATIONAL BANK - ACH/WIRE PAYMENTS

08/06/18 MI Public Power Agency	\$	17,657.96
08/07/18 Payment Service Network, Inc.	\$	240.90
08/09/18 State of MI (Sales Tax)	\$	27,761.23
08/10/18 IRS (Payroll Tax Deposit)	\$	46,940.35
08/10/18 Alerus Financial (HCSP)	\$	400.00
08/10/18 State of MI (Withholding Tax)	\$	7,229.81
08/10/18 Vantagepoint (401 ICMA Plan)	\$	742.50
08/10/18 Vantagepoint (457 ICMA Plan)	\$	16,009.66
08/10/18 Vantagepoint (Roth IRA)	\$	936.53
08/13/18 MI Public Power Agency	\$	16,269.44
08/14/18 DTE Energy	\$	1,428.41

ACH Sub-Total: \$ 135,616.79

Huntington National Bank Total: \$ 768,499.34

CHARLEVOIX STATE BANK - CHECKS ISSUED

(PROPERTY TAX DISBURSEMENT TO VARIOUS TAXING AUTHORITIES)

08/21/18 Tax Disbursement	\$	924,115.11
Charlevoix State Bank Total:	\$	924,115.11

Grand Total: \$ 1,692,614.45

APPROVED:


CITY MANAGER


CITY TREASURER


CITY CLERK

Pay Period Date	Journal Code	Check Issue Date	Check Number	Payee	Emp ID	Description	Amount
08/04/2018	PC	08/10/2018	26306	HEYDLAUFF, MARK L.	102		2,648.97
08/04/2018	PC	08/10/2018	26307	GOLDING, JOYCE M.	106		2,181.12
08/04/2018	PC	08/10/2018	26308	DEROSIA, PATRICIA E.	107		508.51
08/04/2018	PC	08/10/2018	26309	DOTSON, LINDSEY J.	109		1,457.31
08/04/2018	PC	08/10/2018	26310	LOY, EVELYN R.	117		1,086.31
08/04/2018	PC	08/10/2018	26311	KLOOSTER, ALIDA K.	121		2,013.71
08/04/2018	PC	08/10/2018	26312	GOLOVICH, KAREN J.	122		969.63
08/04/2018	PC	08/10/2018	26313	SPENCLEY, PATRICIA L.	136		978.18
08/04/2018	PC	08/10/2018	26314	MILLER, FAITH G.	142		35.79
08/04/2018	PC	08/10/2018	26315	MCGINN, KELLY A.	146		1,670.39
08/04/2018	PC	08/10/2018	26316	JONES, JANET M.	148		436.26
08/04/2018	PC	08/10/2018	26317	JOLLETTE, MELISSA N.	149		33.25
08/04/2018	PC	08/10/2018	26318	DOAN, GERARD P.	201		1,697.63
08/04/2018	PC	08/10/2018	26319	SCHLAPPI, JAMES L.	204		1,225.19
08/04/2018	PC	08/10/2018	26320	UMULIS, MATTHEW T.	205		1,351.78
08/04/2018	PC	08/10/2018	26321	HANKINS, SCOTT A.	208		1,890.13
08/04/2018	PC	08/10/2018	26322	ORBAN, BARBARA K.	209		1,237.18
08/04/2018	PC	08/10/2018	26323	WILLIAMS, ASHLEY M.	210		1,788.52
08/04/2018	PC	08/10/2018	26324	FLICKEMA, ANDREW M.	211		2,431.81
08/04/2018	PC	08/10/2018	26325	RILEY, DENISE M.	213		476.82
08/04/2018	PC	08/10/2018	26326	MATELSKI, KRISTEN L.	230		1,078.75
08/04/2018	PC	08/10/2018	26327	BINGHAM, LARRY E.	240		941.64
08/04/2018	PC	08/10/2018	26328	MATELSKI, RYAN G.	242		1,031.31
08/04/2018	PC	08/10/2018	26329	VANLOO, MEAGAN E.	243		753.26
08/04/2018	PC	08/10/2018	26330	MACGILLIVRAY, ROGER	244		804.63
08/04/2018	PC	08/10/2018	26331	WURST, RANDALL W.	411		1,113.73
08/04/2018	PC	08/10/2018	26332	MAYER, SHELLEY L.	412		1,984.39
08/04/2018	PC	08/10/2018	26333	HILLING, NICHOLAS A.	413		1,979.98
08/04/2018	PC	08/10/2018	26334	MEIER III, CHARLES A.	421		1,388.95
08/04/2018	PC	08/10/2018	26335	ZACHARIAS, STEVEN B.	422		1,740.47
08/04/2018	PC	08/10/2018	26336	NEWMAN, MARK J.	424		1,025.05
08/04/2018	PC	08/10/2018	26337	SWEM, DONALD L.	512		1,975.53
08/04/2018	PC	08/10/2018	26338	EATON, BRAD A.	515		1,820.22
08/04/2018	PC	08/10/2018	26339	WILSON, TIMOTHY J.	516		2,319.72
08/04/2018	PC	08/10/2018	26340	LAVOIE, RICHARD L.	519		1,801.14
08/04/2018	PC	08/10/2018	26341	STEVENS, BRANDON C.	521		1,893.24
08/04/2018	PC	08/10/2018	26342	DRAVES, MARTIN J.	523		1,796.98
08/04/2018	PC	08/10/2018	26343	ANDERSON, ELIZABETH	526		1,240.03
08/04/2018	PC	08/10/2018	26344	LEITNER, RYAN S.	527		1,114.77
08/04/2018	PC	08/10/2018	26345	ELLIOTT, PATRICK M.	600		2,167.95
08/04/2018	PC	08/10/2018	26346	SCHWARTZFISHER, JOS	603		1,364.96
08/04/2018	PC	08/10/2018	26347	BRADLEY, KELLY R.	614		1,331.25
08/04/2018	PC	08/10/2018	26348	HART II, DELBERT W.	616		1,635.91
08/04/2018	PC	08/10/2018	26349	JONES, ROBERT F.	618		1,650.37
08/04/2018	PC	08/10/2018	26350	DORAN, JUSTIN J.	621		2,016.57
08/04/2018	PC	08/10/2018	26351	FARRELL, MITCHELL L.	622		1,596.16
08/04/2018	PC	08/10/2018	26352	THORP JR, WILLIAM D.	623		1,634.19
08/04/2018	PC	08/10/2018	26353	MANKER JR, DAVID W.	638		581.19
08/04/2018	PC	08/10/2018	26354	MANKER SR, DAVID W.	639		846.51
08/04/2018	PC	08/10/2018	26355	BECKER, MICHAEL S.	641		870.50
08/04/2018	PC	08/10/2018	26356	NEDWICK, DAVID J.	642		647.63
08/04/2018	PC	08/10/2018	26357	FREY, DYLAN V.	643		558.73
08/04/2018	PC	08/10/2018	26358	HART III, DELBERT W.	657		630.87
08/04/2018	PC	08/10/2018	26359	BOEHM, NOAH A.	662		704.56
08/04/2018	PC	08/10/2018	26360	MCGHEE, ROBERT R.	663		1,102.92
08/04/2018	PC	08/10/2018	26361	MUMICH, BARRY J.	671		701.08
08/04/2018	PC	08/10/2018	26362	CRANDELL, ZACKARY R.	691		810.85

Pay Period Date	Journal Code	Check Issue Date	Check Number	Payee	Emp ID	Description	Amount
08/04/2018	PC	08/10/2018	26363	SEESE, GARRETT R.	692		687.43
08/04/2018	PC	08/10/2018	26364	FERGUSON, ROYCE L.	693		917.78
08/04/2018	PC	08/10/2018	26365	MUELLER, JASON C.	694		707.42
08/04/2018	PC	08/10/2018	26366	BOSS, SHERRY M.	695		395.50
08/04/2018	PC	08/10/2018	26367	SAYWARD, MADISON E.	696		659.07
08/04/2018	PC	08/10/2018	26368	ROSENTHAL, GABRIEL M.	698		941.14
08/04/2018	PC	08/10/2018	26369	NOVOTNY, RAIGAN I.	699		650.31
08/04/2018	PC	08/10/2018	26370	KNORR, KENT J.	700		1,958.07
08/04/2018	PC	08/10/2018	26371	STEBE, LAURA A.	703		27.70
08/04/2018	PC	08/10/2018	26372	MILAN, JANE E.	711		1,260.85
08/04/2018	PC	08/10/2018	26373	ANZELL, BETH A.	712		727.82
08/04/2018	PC	08/10/2018	26374	MACGILLIVRAY, RAYMO	720		793.22
08/04/2018	PC	08/10/2018	26375	RITTER, MATTHEW R.	731		592.90
08/04/2018	PC	08/10/2018	26376	MCCULLOUGH, SAVHAN	733		645.39
08/04/2018	PC	08/10/2018	26377	CALO, LEAH M.	734		573.75
08/04/2018	PC	08/10/2018	26378	KLOOSTER, PATRICK H.	743		1,465.01
08/04/2018	PC	08/10/2018	26379	EVANS JR, HALBERT K.	744		845.37
08/04/2018	PC	08/10/2018	26380	GREENE, GLORIA C.	746		695.60
08/04/2018	PC	08/10/2018	26381	DAVIS, LEAH R.	748		789.31
08/04/2018	PC	08/10/2018	26382	TELGENHOF, WILL G.	749		777.03
08/04/2018	PC	08/10/2018	26383	WILLIAMS, BRANDON S.	751		641.40
08/04/2018	PC	08/10/2018	26384	CARLSON, JOSHUA A.	756		483.86
08/04/2018	PC	08/10/2018	26385	HOLECHECK, JENNACA	777		654.85
08/04/2018	PC	08/10/2018	26386	VRONDRAN, LARISSA M.	781		619.69
08/04/2018	PC	08/10/2018	26387	BAILEY, ALYSSA M.	787		320.39
08/04/2018	PC	08/10/2018	26388	KIRINOVIC, THOMAS F.	790		508.62
08/04/2018	PC	08/10/2018	26389	DUTCHER, ROBERT G.	794		191.18
08/04/2018	PC	08/10/2018	26390	KLOOSTER, SUSAN E.	795		212.27
08/04/2018	PC	08/10/2018	26391	HEID, THOMAS J.	802		1,317.16
08/04/2018	PC	08/10/2018	26392	LEESE, ALAN K.	835		468.44
08/04/2018	PC	08/10/2018	26393	HART, DAVID R.	836		41.21
08/04/2018	PC	08/10/2018	26394	GRUNCH, RONALD J.	844		332.88
08/04/2018	PC	08/10/2018	26395	DAVIS, RONALD L.	853		317.13
08/04/2018	PC	08/10/2018	26396	FAIRCHILD, GALEN W.	855		364.80
08/04/2018	PC	08/10/2018	26397	MASSON, DONALD J.	861		538.13
08/04/2018	PC	08/10/2018	26398	KUSINA, DENNIS W.	862		360.77
08/04/2018	PC	08/10/2018	26399	LABLANCE, MAUREEN J.	863		303.25
08/04/2018	PC	08/10/2018	26400	LIVINGSTON, BRIAN D.	866		1,170.30
08/04/2018	PC	08/10/2018	26401	STANLEY, MARK J.	867		60.95
08/04/2018	PC	08/10/2018	26402	VANLOO, JOSEPH G.	902		898.79
08/04/2018	PC	08/10/2018	26403	WYMAN, MATTHEW A.	927		1,661.84
08/04/2018	PC	08/10/2018	26404	MILLER, WILLIAM S.	933		1,697.28
08/04/2018	PC	08/10/2018	26405	DOUGLAS, MARK	935		989.33
08/04/2018	PC	08/10/2018	26406	PRIOR, ERIN C.	938		430.77
08/04/2018	PC	08/10/2018	26407	CERTA, BRIAN	939		575.35
08/04/2018	PC	08/10/2018	26408	MCMULLEN, DONALD R.	1000		1,886.81
08/04/2018	PC	08/10/2018	26409	TRAVERS, MANUEL J.	1010		2,131.08
08/04/2018	PC	08/10/2018	26410	STEVENS, JEFFREY W.	1028		931.87
08/04/2018	PC	08/10/2018	26411	RILEY, CASEY W.	1052		887.58
08/04/2018	PC	08/10/2018	26412	JONES, LARRY M.	1057		586.30
08/04/2018	PC	08/10/2018	26413	WILLSON, BRENDA R.	1059		2,034.31
08/04/2018	PC	08/10/2018	26414	BEAN, PETER J.	1060		732.26
08/04/2018	PC	08/10/2018	26415	RILEY, REBECCA J.	1063		131.37
08/04/2018	PC	08/10/2018	26416	ERWIN, RACHELLE L.	1066		247.57
08/04/2018	PC	08/10/2018	26417	SILVA, JESSE L.A.	1073		2,185.14
08/04/2018	PC	08/10/2018	26418	SEHL, JENNA R.	1101		461.21
08/04/2018	PC	08/10/2018	26419	RILEY, DANIEL A.	1102		1,113.58

Pay Period Date	Journal Code	Check Issue Date	Check Number	Payee	Emp ID	Description	Amount
08/04/2018	PC	08/10/2018	26420	WHEELER, MICHAEL W.	1103		1,708.10
08/04/2018	PC	08/10/2018	26421	SNYDER, CORY G.	1104		637.76
08/04/2018	PC	08/10/2018	26422	PEARSALL, KRISTA M.	1105		316.80
08/04/2018	PC	08/10/2018	26423	DRAKE, WILLIAM F.	1106		613.23
08/04/2018	PC	08/10/2018	26424	JOHNSON, MELISSA A.	1107		2,914.85
08/04/2018	PC	08/10/2018	26425	AZZOPARDI, ANTHONY J	1108		699.95
08/04/2018	PC	08/10/2018	26426	VOUSBOUKIS, AUTUMN	1110		487.75
08/04/2018	PC	08/10/2018	124378	GERBER, SAMUEL A.	147		38.79
08/04/2018	PC	08/10/2018	124379	WHITLEY, ANDREW T.	522		2,324.13
08/04/2018	PC	08/10/2018	124380	MORRISON, KEVIN P.	601		1,827.82
08/04/2018	PC	08/10/2018	124381	JOHNSON, STEVEN P.	617		1,409.01
08/04/2018	PC	08/10/2018	124382	BISHAW, JAMES H.	633		805.02
08/04/2018	PC	08/10/2018	124383	ZIPP, BRANDON M.	697		643.55
08/04/2018	PC	08/10/2018	124384	KLINGER, BRADLEY W.	747		781.13
08/04/2018	PC	08/10/2018	124385	WILLIAMS, SYDNEY K.	750		697.33
08/04/2018	PC	08/10/2018	124386	RITTER, DAVID M.	783		632.43
08/04/2018	PC	08/10/2018	124387	PETERSON, BENJAMIN D	785		600.30
08/04/2018	PC	08/10/2018	124388	GILL, DAVID R.	856		1,253.22
Grand Totals:			132				137,766.04

Xm

Report Criteria:

Computed checks included
 Manual checks included
 Supplemental checks included
 Termination checks included
 Void checks included

Check Number	Payee	Amount
08/21/2018		
124400	ACE HARDWARE	4,745.37
124401	ACUSHNET COMPANY	264.94
124402	AIRGAS USA LLC	70.51
124403	ALL AREA TOWING	75.00
124404	AMERICAN WASTE INC.	4,290.80
124405	AMERIGAS - PETOSKEY	445.62
124406	APEX SOFTWARE	235.00
124407	ASPEN WIRELESS	1,770.00
124408	AT&T	581.62
124409	AUTO VALUE	656.31
124410	AVFUEL CORPORATION	97,944.14
124411	BC/BS OF MI REFUNDS	267.88
124412	BERG, REBECCA	265.00
124413	BERGER CHEVEROLET	26,689.00
124414	BOB MATHERS FORD	335.00
124415	BRADFORD'S	29.25
124416	BREWER, JOHN	210.00
124417	CARQUEST OF CHARLEVOIX	1,865.93
124418	CCI SOUTH LLC	105.00
124419	CHARLEVOIX COUNTY TREASURER	903.03
124420	CHARLEVOIX DISTRICT LIBRARY	30,000.00
124421	CHARLEVOIX SCREEN MASTERS INC	2,959.00
124422	CHARLEVOIX VENETIAN FESTIVAL	6,672.30
124423	CHARTER COMMUNICATIONS	1,851.86
124424	CINTAS CORPORATION #729	108.52
124425	CITY OF CHARLEVOIX - UTILITIES	35,017.79
124426	CURREY FARMS LLC	79.00
124427	ELLSWORTH FARMER'S EXCHANGE	241.85
124428	EMERGENCY MEDICAL PRODUCTS I	468.75
124429	ENVIRONMENTAL SYSTEMS RESEAR	11,100.00
124430	ETNA SUPPLY	230.00
124431	FAMILY FARM & HOME	478.68
124432	FARMER WHITE'S	253.00
124433	FASTENAL COMPANY	783.30
124434	FILARSKI, JACOB THOMAS	1,000.00
124435	FOREMOST MEDICAL EQUIPMENT	11,030.00
124436	FREEDOM MAILING SERVICES INC.	2,437.99
124437	FULLFORD, LARA	75.00
124438	GERBER HOMEMADE SWEETS	133.00
124439	GINOP SALES INC	183.75
124440	GOLDING, JOYCE M.	45.02
124441	GOLDSTICK, JON	50.00
124442	GOLF ASSOCIATION OF MICHIGAN	20.00
124443	GOLSKI, HARRY	39.00
124444	GORDON FOOD SERVICE	194.91
124445	GREAT LAKES PIPE & SUPPLY	339.48
124446	GREAT LAKES PIPE & SUPPLY	19.08
124447	GUNTZVILLER, RHONDA	390.00

M = Manual Check, V = Void Check

Check Number	Payee	Amount
124448	HAGGARD'S INC	3,324.45
124449	HARBOR HOUSE PUBLISHERS	1,306.99
124450	HARRELL'S	340.00
124451	HEADY, KATE	100.00
124452	HEAVEN SENT ADOPTION SERVICES	135.95
124453	HEYDLAUFF, MARK L	515.60
124454	HOLECHECK, ERWIN	183.00
124455	HOLIDAY COMPANIES	8,541.84
124456	HYDRO CORP	530.00
124457	HYDRODYNAMICS INC.	562.00
124458	IDEXX DISTRIBUTION INC.	434.47
124459	INDEPENDENT DRAFTING SERVICES	1,976.00
124460	INTERWATER FARMS INC	655.00
124461	JOE'S PROFESSIONAL SERVICES LLC	1,850.00
124462	JOHN E. GREEN COMPANY	6,834.65
124463	JORDAN VALLEY EMS AUTHORITY	518.75
124464	KENNEDY INDUSTRIES INC	11,460.00
124465	KOURY, CHRIS	100.00
124466	KSS ENTERPRISES	1,856.69
124467	LANGE, JEFFREY	150.00
124468	LOTTIE'S BAGELS	134.00
124469	LUNDTEIGEN, GUNNAR	1,090.76
124470	MCCARDEL CULLIGAN-PETOSKEY	50.00
124471	METTLER TOLEDO INC	458.77
124472	MICHIGAN MUSHROOM MARKET LLC	18.00
124473	MILAN, JANE	6.67
124474	MUNSON HEALTHCARE CHARLEVOIX	684.39
124475	MUNSON MEDICAL CENTER	40.00
124476	NCL OF WISCONSIN INC.	207.55
124477	NORTHERN CREDIT BUREAU	158.68
124478	OHM ADVISORS	67,372.50
124479	OLESON'S FOOD STORES	425.76
124480	OLSEN, SUZANNE	320.13
124481	OLSON BZDOK & HOWARD	2,341.10
124482	PARASTAR INC.	1,695.71
124483	PARKS AUTO PARTS	65.00
124484	PEASE, RIVER FAITH	50.00
124485	PERFORMANCE ENGINEERS INC	2,585.00
124486	PHYSIO-CONTROL INC.	45,869.80
124487	PLUNKETT & COONEY	440.00
124488	POND HILL FARM LLC	279.00
124489	POWER LINE SUPPLY	5,602.18
124490	PREFERRED WASTE 2 LLC	1,260.00
124491	PREIN & NEWHOF	40,371.74
124492	PRESTON FEATHER	567.63
124493	PROVIDENCE FARM LLC	511.00
124494	RAECKE, MICHAEL	10.59
124495	RANGE TELECOMMUNICATIONS	179.81
124496	REHMANN-ROBSON & CO	3,900.00

M = Manual Check, V = Void Check

Check Number	Payee	Amount
124497	RICK-BIDDICK, MICHELLE	1,868.84
124498	RS&H MICHIGAN INC	4,980.00
124499	RUSTIC BAKER	76.00
124500	SIEGRIST, DAVID	47.00
124501	SILVERMAN, JUDI	15.00
124502	SLADICS, MARCIE	96.80
124503	SNIVELY, KIRBY	75.00
124504	SPARTAN DISTRIBUTORS INC	975.45
124505	SPARTAN STORES LLC	121.42
124506	SPENCLEY, PATRICIA L.	26.25
124507	SPIEGEL, JOZEF	10.00
124508	SPOK INC	9.99
124509	STANDARD ELECTRIC CO	314.54
124510	STATE OF MICHIGAN	50.00
124511	STRYKER SALES CORPORATION	2,041.99
124512	SUTTON, BARBARA	275.90
124513	T.C. RECORD EAGLE	150.00
124514	TELE-RAD INC	445.00
124515	TERMINAL SUPPLY CO	46.87
124516	THE TROPHY CASE	35.00
124517	TRUCK & TRAILER SPECIALTIES	95.00
124518	UNIFIRST CORPORATION	667.19
124519	UP NORTH PROPERTY SERVICES LL	8,004.00
124520	UPPER CASE PRINTING INK.	1,260.07
124521	USA BLUE BOOK	683.55
124522	VILLAGE GRAPHICS INC.	73.71
124523	WASHBURNE, BRENDA	44.00
124524	WILBERT BURIAL VAULT CO	65.36
124525	WILKS, DESTINY	28.12
124526	WINNIE'S ORIGINAL LLC	60.00
124527	WITTHOEFT, CHARLES	150.00
Total 08/21/2018:		488,813.89
Grand Totals:		488,813.89

Check Number	Payee	Amount
08/06/2018		
80618001	MICHIGAN PUBLIC POWER AGENCY	17,657.96
Total 08/06/2018:		17,657.96
Grand Totals:		17,657.96

Check Number	Payee	Amount
08/07/2018		
80718001	PAYMENT SERVICE NETWORK INC.	240.90
Total 08/07/2018:		240.90
Grand Totals:		240.90

Check Number	Payee	Amount
08/09/2018		
80918001	STATE OF MICHIGAN	27,761.23
Total 08/09/2018:		27,761.23
Grand Totals:		27,761.23

Check Issue Date	Check Number	Payee	Amount
81018001			
08/10/2018	81018001	**EFTPS* Payroll Taxes	12,296.20
08/10/2018	81018001	**EFTPS* Payroll Taxes	12,296.20
08/10/2018	81018001	**EFTPS* Payroll Taxes	2,875.75
08/10/2018	81018001	**EFTPS* Payroll Taxes	2,875.75
08/10/2018	81018001	**EFTPS* Payroll Taxes	16,596.45
Total 81018001:			
	5		46,940.35
81018002			
08/10/2018	81018002	Alerus Financial	400.00
Total 81018002:			
	1		400.00
81018003			
08/10/2018	81018003	STATE OF MICHIGAN	7,229.81
Total 81018003:			
	1		7,229.81
81018004			
08/10/2018	81018004	Vantagepoint - 401 Plan 109153	742.50
Total 81018004:			
	1		742.50
81018005			
08/10/2018	81018005	Vantagepoint - 457 Plan 300959	6,103.59
08/10/2018	81018005	Vantagepoint - 457 Plan 300959	1,397.11
08/10/2018	81018005	Vantagepoint - 457 Plan 300959	2,104.47
08/10/2018	81018005	Vantagepoint - 457 Plan 300959	6,404.49
Total 81018005:			
	4		16,009.66
81018006			
08/10/2018	81018006	Vantagepoint - Roth IRA 706117	936.53
Total 81018006:			
	1		936.53
Grand Totals:			
	13		72,258.85



Check Number	Payee	Amount
08/13/2018		
81318001	MICHIGAN PUBLIC POWER AGENCY	16,269.44
Total 08/13/2018:		16,269.44
Grand Totals:		16,269.44

Check Number	Payee	Amount
08/14/2018		
81418001	DTE ENERGY	1,428.41
Total 08/14/2018:		1,428.41
Grand Totals:		1,428.41

Check Number	Payee	Amount
08/21/2018		
3095	CHARLEVOIX COUNTY TREASURER	242.28
3096	CHARLEVOIX COUNTY TREASURER	252,938.44
3097	CHARLEVOIX COUNTY TREASURER	19.75
3098	CHARLEVOIX DISTRICT LIBRARY	7.32
3099	CHARLEVOIX PUBLIC SCHOOLS	297,873.78
3100	CHARLEVOIX PUBLIC SCHOOLS	48,961.01
3101	CHARLEVOIX PUBLIC SCHOOLS	3,028.45
3102	CHARLEVOIX PUBLIC SCHOOLS	12,118.24
3103	CHARLEVOIX STATE BANK	12,251.24
3104	CITY OF CHARLEVOIX - TAXES DUE	296,673.23
3105	RECREATIONAL AUTHORITY	1.37
Total 08/21/2018:		924,115.11
Grand Totals:		924,115.11

CHECKS DRAWN ON CHARLEVOIX STATE BANK ACCOUNT

CHARLEVOIX CITY COUNCIL

Consent Agenda

TITLE: Designate Representative to MML Annual Meeting

DATE: August 20, 2018

BACKGROUND:

The Michigan Municipal League will hold their Annual Meeting on September 21, 2018. To conduct League business, we must designate an official to act as our representative in the business meeting. Council Member Kalbfell and City Manager Heydlauff are registered to attend. Should other Council Members wish to attend, please advise the City Manager's office ASAP.

RECOMMENDATION:

Appoint Council Member Janet Kalbfell as the representative and City Manager Mark Heydlauff as the alternative representative to the Annual Meeting of the Michigan Municipal League.

CHARLEVOIX CITY COUNCIL

Consent Agenda

TITLE: City Investment Depositories - Update

DATE: August 20, 2018

BACKGROUND:

The Charter (section 7.14), our investment policy and P.A. 20 requires that City Council approve our investment depositories. As a result of many bank changes and mergers, our list needed to be updated. The City of Charlevoix has also made some changes requiring some of the banks to be removed. Finally, we would like to add Comerica Securities to our list of investment depositories. Comerica Securities requires a Corporate Resolution Certification which is included. The updated City Investment Depositories are listed below:

Current In-City

- Huntington (Formally Citizens Bank and FirstMerit)
- Charlevoix State Bank
- Chemical Bank (Formally Northwestern Bank)
- 4Front Credit Union (Formally Bay Winds Federal Credit Union)

Current – Other

- Huntington Investment Company (Formally listed as Huntington)
- Flagstar Bank
- CIBC – Canadian Imperial Bank of Commerce (Formally The Private Bank)

-

New Additions

- Comerica Securities

All depositories are required to sign agreements to comply with Michigan P.A. 20 and would be subject to all evaluations required by our adopted investment policy. Bank ratings are reviewed quarterly using Veribanc Inc's ratings report.

RECOMMENDATION:

Approve the updated City Investment Depositories per the City Charter. Approve the Comerica Corporate Resolution Certification.

ATTACHMENTS:

- ❑ Comerica Corporate Resolution Certificate
- ❑ Current Investments

CORPORATE RESOLUTION CERTIFICATION

I. ACCOUNT INFORMATION

ACCOUNT TITLE: City of Charlevoix

ACCOUNT NUMBER: P 1 R —

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II. CERTIFICATION

I HEREBY CERTIFY that the Board of Directors of City of Charlevoix

a corporation, incorporated in the state of Michigan, adopted the following preamble and resolution which ever since has been and now is in full force and effect.

WHEREAS this Corporation is duly authorized and permitted by its Charter and Bylaws to:

- (1) Engage in cash and margin transactions in any and all forms of securities including, but not limited to, stocks, options, mutual funds, stock options, stock index options, short sales, foreign currency options and debt instrument options, bonds, bond debentures, annuities, notes, scrips, participation certificates, rights to subscribe, warrants, certificates of deposit, mortgages, choses in action, evidences of indebtedness, commercial paper certificates or indebtedness, and certificates of interest of any and every kind and nature whatsoever, secured or unsecured, whether represented by trust, participating and/or other certificates or otherwise.
- (2) Receive on behalf of the Corporation or deliver to the Corporation or third parties, monies, stocks, bonds, and other securities. To sell, assign, and endorse for transfer, certificates representing stocks, bonds, or other securities now registered or hereafter registered in the name of the Corporation.
- (3) Establish and maintain an asset management account with debit card, check writing and margin privileges, from which account funds are directly spent, the responsibility for which is entirely that of the Corporation.

NOW THEREFORE BE IT RESOLVED that this Corporation opened an account or accounts in its name with Comerica Securities, Inc./Pershing LLC and such other Clearing Corporations as may from time to time carry this account (all hereinafter referred to as "Clearing Corporation") and that the individuals named in Section III below ("Authorized Person") or any one of them acting individually, may, on behalf of this Corporation, be and they hereby are and each of them hereby is authorized and empowered to (1) give written or oral orders in the said account or accounts for the purchase, sale, or other disposition of stocks, bonds, and other securities, (2) deliver to and receive from Clearing Corporation, on behalf of this Corporation monies, stocks, bonds, and other securities, (3) establish and maintain an asset management account with debit card, check writing and margin privileges from which account funds are directly spent with each authorized person as indicated in the separate asset management account agreement having check writing and debit card privileges, (4) order the transfer or delivery of funds, monies or securities to any other person whatsoever, (5) sign acknowledgements of the correctness of all statements of accounts, and (6) make, execute, and deliver under the corporate seal any and all written endorsements, releases and documents necessary or proper to effectuate the authority hereby conferred; the within authorization to each of said officers to remain in full force and effect until written notice of the revocation thereof shall have been received by Comerica Securities, Inc. and Clearing Corporation.

1. The above named entity is authorized by its governing documents to enter into a Comerica Bank/Comerica Securities department wire transfer agreement. Wire transfer instructions are subject to Comerica Securities, Inc. domestic and international wire transfer terms.
2. The persons below are each individually authorized to
 - a. Enter into a Comerica Bank/Comerica Securities wire transfer service agreement,
 - b. Authorize wire transfer requests, and
 - c. Designate the name of each person, including his/her name, authorized to initiate payment orders, confirm payment orders or both, including the ability of an initiator to confirm his/her own payment order request.
 - d. Revoke the authority of any person named as authorized to initiate payment orders and/or confirm payment orders.
3. The entity's authorized representative(s) will certify the name/signature of each Authorized Agent named. Changes to these Authorized Agents will be certified and submitted by the entity's authorized representative.
4. Comerica Bank/Comerica Securities shall be fully protected, indemnified and held harmless from loss, expenses, claims and damages arising out of its reliance on the Declaration until Comerica Bank/Comerica Securities has received written notice from an authorized representative of the entity that the Declaration has been revoked in full or in part and has had a reasonable time to act on such notice
5. This Declaration and the representations contained herein shall continue in force and effect until Comerica Bank/Comerica Securities receives written notice of change, amendment or revocation in regard to the Declaration from an authorized representative of the entity. All agreements or documents previously executed and acts previously done to carry out the purposes of this Declaration are ratified, confirmed and approved as the acts of the entity and are binding upon the company.



III. CERTIFICATION AND SIGNATURE

I FURTHER CERTIFY that the following are the names, titles and signatures of the officers (or others) authorized by the foregoing resolution to act for this Corporation:

Name (print)	Kelly McGinn	Title:	Treasurer	Signature:	
Name (print)		Title:		Signature:	
Name (print)		Title:		Signature:	
Name (print)		Title:		Signature:	
Name (print)		Title:		Signature:	

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation this

(AFFIX CORPORATE SEAL HERE
IF CORPORATION USES A SEAL)

_____ day of _____, 20 18

SECRETARY SIGNATURE: _____

PRINT SECRETARY SIGNATURE: _____

NOTE 1: If the Secretary is empowered to act for the Corporation pursuant to these resolutions, the President of the Corporation as set forth above must fill in and execute the Additional Certification in Section IV below.

NOTE 2: If the Corporation has only one sole officer (e.g. President), that officer must sign above on the Secretary line indicating his or her corporate officer title in addition to filling in and executing the Additional Certification in Section IV below.

IV. ADDITIONAL CERTIFICATION

(President to complete only if the Secretary of the Corporation is authorized to act pursuant to the foregoing resolution or if the Corporation has only one officer — check one):

- ☐ I FURTHER CERTIFY that the Secretary of the Corporation is authorized by the foregoing resolution to act hereunder.
- ☐ I FURTHER CERTIFY that the Corporation has only one sole officer and that I am that sole officer and authorized to execute legal and binding documents in the name of and on behalf of the Corporation pursuant to the Corporation's governing documents.

Name: _____ Title: President Signature: _____
Print Name

Date: _____

PRINT

CLEAR

CITY OF CHARLEVOIX
SCHEDULE OF FISCAL YEAR 2018-19 INVESTMENTS
As of August 20, 2018

ACCOUNT# / CUSIP	BANK	AMOUNT	INVEST DATE	MATURITY DATE	CASHED?	ANNUAL RATE	TIME DAYS	EST TOTAL PROCEEDS	EST 18-19 PROCEEDS
6809318/1	CIBC - Private Bank	250,000	2/20/2018	2/20/2020	NO	2.150%	730	10,750	574
6550534272	Chemical Bank	250,000	9/13/2017	9/13/2018	NO	1.350%	365	3,375	1,840
6975062	CIBC - Private Bank	630,000	3/7/2018	3/9/2019	NO	1.950%	367	12,352	808
6938841/1	CIBC - Private Bank	250,000	6/29/2017	12/28/2018	NO	1.600%	548	6,000	3,014
422409480	Flagstar Bank	250,000	8/30/2017	8/30/2018	NO	1.350%	365	3,375	1,970
591603/3	The PrivateBank	250,000	9/25/2017	9/25/2018	NO	1.450%	365	3,625	1,857
HUB-039079	Huntington Investment Co	250,000	1/4/2018	1/4/2019	NO	1.800%	365	4,500	1,060
HUB-039079	Huntington Investment Co	750,000	4/12/2017	4/12/2019	NO	1.600%	730	24,000	11,605
450036157	Chemical Bank	251,877	5/30/2017	8/30/2018	NO	1.500%	457	4,730	3,157
TOTALS:		\$3,131,877			Average Days & Totals:		477	72,708	25,885

CHARLEVOIX CITY COUNCIL

Consent Agenda

TITLE: Resolution to Amend City Street Plan to Include Peppervine Place

DATE: August 20, 2018

BACKGROUND:

One June 4, 2018 City Council approved a 21-unit, single family medium density housing development project on Division Street. This project necessitates a new street to encompass the development. The City of Charlevoix City Code requires that any amendments to the City's Street Plan be done by resolution. The developers requested that the street be named *Peppervine Place*.

ATTACHMENTS:

- ▣ Resolution 2018-08-05

CITY OF CHARLEVOIX
RESOLUTION NO. 2018-08-05
AMEND CITY STREET PLAN TO INCLUDE PEPPERVINE PLACE

WHEREAS, the City of Charlevoix City Code requires that the naming of any new street be done by resolution; and

WHEREAS, the City approved a 21-unit site condominium project located off of Division Street named Peppervine Place on June 4, 2018.

NOW THEREFORE BE IT RESOLVED, that the City of Charlevoix hereby amends the City Street Plan to include a roadway named *Peppervine Place*.

RESOLVED this 20th day of August, 2018 A.D.

Resolution was adopted by the following yea and nay vote:

Yeas:

Nays:

CHARLEVOIX CITY COUNCIL

Public Hearings and Actions Requiring Public Hearings

TITLE: Set Public Hearing for Zoning Ordinance Amendment

DATE: August 20, 2018

PRESENTED BY: Mark L. Heydlauff, City Manager

BACKGROUND:

The City Council has decided that they want to shift some zoning approval processes to the Planning Commission. They feel that the Planning Commission is the appropriate body to determine if these applications meet the requirements of the Ordinance, and that by eliminating the second round of review and approval by the City Council the process will be streamlined for both the city and the applicant.

Those approval process approvals include:

- Special land use permits
- Site plan reviews
- Site condo approvals
- Planned Unit Development approvals

Attached is a Zoning Ordinance amendment which would make the appropriate changes to the review and approval processes.

The Planning Commission anticipates additional housekeeping changes to the ordinance that should be approved at their September meeting. Council may wish to set the Public Hearing for the change discussed above in addition to the housekeeping changes for Council's September 17th meeting.

RECOMMENDATION:

Motion to set a Public Hearing to consider an amendment to the Zoning Ordinance on mm/dd/yyyy.

ATTACHMENTS:

- ▣ Chart of Proposed Amendments
- ▣ Additional Amendment Information

City of Charlevoix
Zoning Ordinance Amendments
to remove City Council from Planning Commission Procedures
8/13/18 Public Hearing

Page No.	Section Number	Topic	Language
7	5.7	definition of Condominium, Site	(9) Site Condominium Development Plan. The plans, drawings and information prepared for a site condominium development, as required by Section 66 of the Condominium Act and this ordinance, for review by the planning commission and the city council.
27	Sect. 5.27(4)b(6)	Footnote no. 1	City council The Planning Commission may waive this requirement for the expansion of existing developments.
52 - 56	5.47(3)	Site Condominiums	see attached
60	5.48(1)(d)1 and 2	Sexually Orientated Businesses	see attached
71 - 72	5.55(2)	Mineral Extraction Operations	see attached
74	5.55(4)(a)1	Wireless Communications Towers	see attached
107	5.93(6)	Parking Alternatives	...provided that the planning commission and city council may approve a site plan as required by Section 5.118 as amended...
127	5.118(2)(f)	Site Plan Review Procedures	see attached
131	5.122	Performance Guarantees	... The city manager council may require that a performance guarantee be furnished ...shall be set forth by the city manager, with input from staff, council ...
137 - 145	5.141(2) through 5.144(4)(d)	Planned Unit Developments	see attached
133	footnote 36	Strike entire footnote	The Planning Commission shall review special land use applications unless otherwise specified in this ordinance, in which case city council shall review special land use applications. City council shall follow the same procedures as the planning commission.—

City of Charlevoix
Zoning Ordinance Amendments
To remove City Council from Planning Commission Procedures
8/13/18 Public Hearing

Section 5.47 (3) Site Condominiums

Site Condominiums. This chapter requires ~~preliminary~~ review of **site condominium** plans by the **planning commission**, ~~followed by final review and approval by the city council~~, to ensure that **site condominiums** comply with this ordinance and other applicable city ordinances.

Section 5.47(3)(a) and 5.47(3)(a)1

(a) ~~Optional~~ Planning Commission Review of Preliminary Plans.

1. Prior to final review and approval of a **site condominium development plan** ~~by the city council~~, a preliminary **site condominium development plan** ~~shall~~ **may** be reviewed by the **planning commission** in accordance with the procedures, standards and requirements provided by this section ~~if requested by the applicant~~. Such review shall take place following a public hearing by the **planning commission** on the preliminary plan. At least fifteen (15) days' notice of the hearing shall be given by ordinary mail, sent to the owners of, or parties with interest in, the lands within three hundred (300) feet of the property to be included in the development, as listed in the current city tax assessment rolls.

Section 5.47(3)(a)4

After reviewing the preliminary **site condominium development plan**, the **planning commission** shall prepare a written statement of recommendations regarding the proposed **site condominium development**, including any suggested or required changes in the plan. The **planning commission** shall provide a copy of its written recommendations to the applicant ~~and to the city council~~.

Section 5.47(3)(b)1-4

Review and Approval of Final Plans ~~by City Council~~.

1. ~~After receiving the planning commission's recommendations on the preliminary plan, the applicant shall submit to the zoning administrator a minimum of ten (10) copies of a final site condominium development plan which complies with the requirements of this section and of Section 5.305(a) of the City of Charlevoix Parcel Division Ordinance. All of the requirements for plats, as set forth in that ordinance, shall be required for site condominium developments. The zoning administrator shall forward the copies of the final plan to the city council.~~
2. The final **site condominium** plan shall incorporate all of the recommendations, if any, made by the **planning commission** based on its prior review of the preliminary plan. If any of the **planning commission's** recommendations are not incorporated in the final plan, the applicant shall clearly specify, in writing, which recommendations have not been incorporated and the reasons why. Except for changes made to the plan as needed to incorporate the recommendations of the **planning commission**, the final plan shall

otherwise be identical to the preliminary plan acted upon by the **planning commission**. Changes made to the plan other than those necessary to incorporate the recommendations of the **planning commission** shall be resubmitted to the **planning commission** for further review and recommendation prior to approval of the plan ~~by the city council.~~

3. After receiving the ~~planning commission's recommendations and a~~ final **site condominium development plan**, the ~~city council~~ **planning commission** shall proceed to review and may approve, deny, or approve with conditions the plan in accordance with the standards and requirements provided the City of Charlevoix Parcel Division Ordinance and other applicable procedures, standards and requirements of this section.
4. As a condition of approval of a final **site condominium development plan** the **city manager, with input from staff** ~~council~~ may require that a financial guarantee, covering the estimated cost of improvements associated with the **site condominium development** for which approval is sought, be deposited with the city, as provided by the Michigan Zoning Enabling Act, Public Act 110 of the Public Acts of 2006, as it may be amended from time to time.

Section 5.47(3)(d)

Construction in Compliance with Approved Plan. No **buildings** or **structures** shall be constructed, nor shall any other site improvements or changes be made on the property in connection with a proposed **site condominium development**, except in compliance with a final **site condominium development plan**, as approved by the ~~city council~~ **planning commission**, including any conditions of approval.

Section 5.47(3)(f)

Expandable or Convertible Condominium Developments. Approval of a final **site condominium development plan** shall not constitute approval of expandable or convertible portions of a **site condominium development**, unless the expandable or convertible areas were specifically reviewed and approved by the **planning commission** ~~and city council~~ in compliance with the procedures, standards and requirements of this section.

Section 5.47(3)(g)2

Any change which constitutes a major change shall be reviewed by the **planning commission**, at a public hearing and with the notice required for an original approval of a **site condominium development**, ~~and shall also be reviewed and approved by the city council~~, as provided in this chapter for the original review and approval of preliminary and final plans.

Section 5.47(3)(h)

Incorporation of Approved Provisions in Master Deed. All provisions of a final **site condominium development plan** which are approved by the ~~city council~~ **planning commission**, as provided by this section, shall be incorporated by reference in the **master deed** for the **site condominium project**. Further, all major changes to a development shall be incorporated by reference in the **master deed**. A copy of the **master deed**, as recorded with the Charlevoix County Register of Deeds, shall be provided to the city within ten (10) days after recording.

Section 5.37(3)(i)

Commencement of Construction. Construction of an approved **site condominium development** shall commence within two (2) years after final site condominium development approval and be diligently pursued to completion in accordance with the terms and conditions of the approval. The two-year period may be extended by the **city-council planning commission**, at its discretion, for additional time periods as determined appropriate by the **council-planning commission**. Any extension shall be applied for, in writing, by the applicant prior to the expiration of the initial two-year period.

Section 5.48(1)(d) Sexually Orientated Businesses

(d) Procedures.

1. **Special Use.** Review of any request for establishment of a sexually oriented business shall be in accordance with the special land **use** provisions of *Article 13* of this ordinance.; ~~provided, the **planning commission** shall make a recommendation, after public hearing, to the city-council.~~ The **city-council planning commission** shall ~~also~~ conduct a public hearing, in accordance with the timing and notification requirements of *Section 5.131(2)* and shall approve, deny or approve with conditions the special land **use** request based on the requirements of this Article and the general standards of *Section 5.133*.
2. **Conditions of Approval.** Prior to granting approval for the establishment of any sexually oriented business, the **city-council planning commission** may impose conditions or limitations upon the establishment, location, construction, maintenance or operation of the use as authorized by *Section 5.132*. Any evidence, bond or other performance guarantee may be required as proof that the conditions stipulated in connection therewith will be fulfilled.

Section 5.55 Mineral Extraction Operations

(1) *Mineral Extraction Operations.*

- (a) A special **use** approval shall be required for mineral extraction operations, including removal of soil, sand or gravel, where more than six hundred (600) cubic yards will be removed. The special **use** permit shall be subject to approval by the **city-council planning commission** following a public hearing ~~and recommendation from the **planning commission**.~~ Once issued, the special **use** may be reviewed annually by the **city-council planning commission** to ensure that the operation conforms to all plans, progress, conditions and sureties. Removal operations shall not begin until the special **use** is approved and a zoning compliance permit is issued.
- (b) Application. In addition to the submittals for a special **use** outlined in *Section 5.131*, an application for a mineral extraction permit shall be accompanied by the following:
 1. A fee, determined by resolution of the **city manager, with input from staff, council,** to defray review, administration and inspection costs.
- (c) Requirements. A special use permit shall not be issued unless activities comply with all the following requirements and the **city-council planning commission** finds that there will be no serious consequences to the

immediate area or community at large. A special use permit may be revoked if the use is found in violation of any part of this section:

1. Activities shall comply with applicable soil erosion and sedimentation control regulations.
2. Final **grades** shall not exceed five (5) percent and shall meet existing elevations at all property lines. **Grades** in excess of five (5) percent may be permitted by the **city council planning commission** if the applicant demonstrates that an increase is essential to implement a plan for future **use**.

Section 5.118(2)(e) and (f) Site Plan Review Procedures

- (e) The **planning commission** shall consider the **site plan** and shall either ~~recommend approval of~~ approve the **site plan**, as submitted, if all applicable requirements and standards have been met; ~~recommend approval of~~ approve the **site plan** with conditions; or ~~recommend denial of~~ deny the **site plan** if applicable requirements and standards have not been met. The **planning commission** review shall be based on the requirements of this chapter, comments received from city departments and consultants, and, specifically, the review standards of *Section 5.120*.
- ~~(f) After the **planning commission** decision has been made under *Section 5.118(2)(e)*, the **zoning administrator** shall forward the recommendation to **city council** for review, including all relevant documentation. **City council** shall consider the **site plan** and shall either approve the **site plan**, as submitted, if all applicable requirements and standards have been met; approve of the **site plan** with conditions; or deny approval of the **site plan** if applicable requirements and standards have not been met. The **city council** review shall be based on the requirements of this chapter, comments received from city departments and consultants, and, specifically, the review standards of *Section 5.120*.~~

Section 5.141 through 5.144 Planned Unit Developments

Section 5.141(2)

Size. Each PUD shall contain a minimum of twenty-one thousand, seven hundred eighty (21,780) square feet; provided sites containing less than twenty-one thousand, seven hundred eighty (21,780) square feet may be considered for rezoning to PUD, if the **city council planning commission** determines that the site will advance the purposes of the PUD District. When determining the appropriateness of areas less than the applicable minimum required, the **city council planning commission** shall determine that:

Section 5.142(3)

Modification of Minimum Requirements. District regulations applicable to a land **use** in the PUD may be altered from the requirements specified in *Table 5.142(2)*, including, but not limited to, modification from the **lot area** and **width**, building **setbacks**, height, **lot coverage**, **signs** and parking. The applicant for a PUD shall identify in writing all intended deviations from the zoning requirements. Modifications may be approved by the **city council planning commission** during the preliminary development plan review stage, ~~after planning commission recommendation~~. These adjustments may be permitted only if they will result in a higher quality and more sustainable development consistent with the purposes of PUD expressed in *Section 5.140*. The modifications shall also satisfy at least four (4) of the following criteria:

Section 5.142(4)

Density Bonus. In addition to the modification of minimum requirements permitted in *Section 5.142(3)*, the ~~city council, after planning commission recommendation,~~ may permit an increase in the total number of residential units allowed within a PUD where it is demonstrated that at least three (3) of the following amenities will be included in the development:

Section 5.143(1)

Conditions. Reasonable conditions may be imposed upon the PUD approval by the **planning commission** ~~and/or city council~~ as part of the final decision of the PUD application. The conditions imposed shall be recorded in the minutes of the approval action and shall remain unchanged except upon amendment of the PUD in accordance with the procedures of *Section 5.147*. Conditions may include, but are not limited to, those necessary to:

Section 5.143(2)

Performance Guarantees. The ~~city council or~~ **planning commission** may require reasonable performance guarantees in accordance with *Section 5.122* of this ordinance to ensure completion of specified improvements within the PUD.

Section 5.143(4)

Time Limits. Each PUD shall be under construction within twelve (12) months after the date of approval of the final development plan. If this requirement is not met, the ~~city council~~ **planning commission** may, in its discretion, grant one extension not exceeding up to twelve (12) additional months; provided that prior to the expiration of the initial twelve (12) month period, the applicant shall submit reasonable evidence in writing to the effect that unforeseen difficulties or special circumstances have been encountered, causing delay in commencement of the PUD. If the PUD has not been commenced within the initial twelve (12) month approval period, or within an authorized extension thereof, any building permits issued for the PUD or any part thereof shall be of no further effect. At the expiration of the applicable period of time, the **planning commission** ~~or city council~~ may initiate proceedings for the rezoning of the property to some other **zoning district**.

Section 5.144(3)(d)

Recommendation. Following the public hearing, the **planning commission** shall review the PUD request and the preliminary development plan based on conformance with the standards of *Section 5.145* and shall ~~make a recommendation to the city council to~~ approve, deny or approve with modifications the request for PUD zoning and the preliminary development plan.

Section 5.144(3)(e)

City Council Action. ~~Upon receipt of the planning commission recommendation, the city council shall conduct a public hearing, notice of which shall comply with the requirements of the Zoning Enabling Act, and review the preliminary development plan and the record of the planning commission proceedings. Based on the standards of Section 5.145 and the recommendation of the planning commission, the council shall approve, deny or approve with modifications the preliminary development plan and rezoning request.~~

Section 5.144(4)

Final Development Plan. Within twelve (12) months of the ~~city council's~~ **planning commission's** approval of the preliminary development plan and PUD rezoning, the applicant shall submit a final development plan for the entire PUD or one or more phases to the **zoning**

administrator, in accordance with the requirements for Level B site plan review, as contained in *Table 5.119(1)* of this ordinance. If determined to be complete by the **zoning administrator**, copies of the plan shall be forwarded to the **planning commission**.

Section 5.144(4)(b)

Extension of Time Limit. One extension of the time period for submitting the final development plan may be granted by the **planning commission** for up to an additional twelve (12) months if a request is submitted by the applicant in writing prior to the expiration of the original twelve (12) month approval period. If an application for final development plan approval has not been submitted prior to the expiration of the original twelve (12) months or an approved extension, the preliminary development plan shall be null and void. In addition, the **planning commission** ~~or city council~~ may initiate a rezoning of the property to another **zoning district**.

Section 5.144(4)(d)

Review and Action. The **planning commission** shall review the final development plan in relation to its conformance with the preliminary development plan and any conditions or modifications attached to the PUD rezoning ~~by the city council~~. If it is determined that the final plan does not substantially conform to the preliminary development plan, the review process shall be conducted as a preliminary development plan review, in accordance with *Section 5.144(3)*. If the final development plan is consistent with the approved preliminary development plan, the **planning commission** shall review the final plan in accordance with the standards for site plan review, *Section 5.120* and the PUD standards of *Section 5.145*. The **planning commission** shall prepare a record of its findings and shall approve, deny or approve with modifications the final development plan.

CHARLEVOIX CITY COUNCIL

All Other Actions and Requests

TITLE: Appointment of City Assessor

DATE: August 20, 2018

PRESENTED BY: Mark L. Heydlauff, City Manager

BACKGROUND:

Since 2012, we have been in a joint relationship with Boyne City and East Jordan to retain one part-time assessor. Deb Chavez has served in that capacity the entire time. Her contract expires at the end of this month and she chose not to continue in this contract and we wish her the best.

In order to fill the vacancy, the three cities again posted a joint Request for Proposals and interviewed firms and candidates. We also posted our own full-time position for Assessor and GIS Coordinator. Going forward, I believe we will have the best of both worlds. We will continue our cooperation with the neighboring cities and we will have a full-time (four, 10 hour day) in-house assessor who will also coordinate and help us develop our GIS capabilities.

Pursuant to the City Charter, the Assessor is appointed by the City Council but works under my direction. I would formally recommend Council appoint Joe Lavender as City Assessor. Mr. Lavender has an extensive record as an assessor and my colleagues in Boyne City, East Jordan and I found his references were very good.

Mr. Lavender has operated Up North Assessing for several years and served as assessor for several communities. Under this new arrangement, he will probably serve as the assessor of record for Boyne City and East Jordan though they will be contracting with his firm and one of his employees will largely handle their work. Property owners can expect to easily contact Mr. Lavender in City Hall and he will spend his time here doing field work directly.

RECOMMENDATION:

Motion to appoint Joe Lavender as City Assessor.

ATTACHMENTS:

- ▢ Joe Lavender Resume

Joe Lavender
350 S Huron St
Cheboygan, MI 49721
231-420-8420
upnorthassessor@gmail.com

Experience

- Present President & Owner of Up North Assessing Inc.
- Company that provides assessment administration services to local townships and cities.
 - Conducts all aspects of the assessing function as needed by contract.
-
- July 2015
To Present Assessor, Eveline Township, Charlevoix County, MI
- Carry out assessing duties according to all tax laws and STC procedures
 - Develop land values, ECF studies and maps
 - Respond to MTT appeals
 - Maintain BSA database
 - Conduct field appraisals of residential, commercial, industrial & agricultural
 - Land Division committee member
-
- July 2014
To Present Assessor, Grant Township, Cheboygan County, Cheboygan, MI
- Carry out assessing duties according to all tax laws and STC procedures
 - Develop land values, ECF studies and maps
 - Respond to MTT appeals
 - Maintain BSA database
 - Conduct field appraisals of residential, commercial, industrial & agricultural
 - Land Division Administrator
-
- June 2013
To Present Assessor, Mackinaw Township, Cheboygan County, Mackinaw City, MI
- Completed re-appraisal of commercial properties
 - Ongoing re-appraisal of all residential properties
 - Maintain BSA database
 - Develop land values and land value maps
 - Analyze ECF and sales to develop market values
 - Respond to MTT Appeals
-
- May 2011
To Present Assessor, Little Traverse Township, Emmet County, Harbor Springs, MI
- Carry out assessing duties according to all tax laws and STC procedures

- Develop land values, ECF studies and maps
- Respond to MTT appeals
- Maintain BSA database
- Conduct field appraisals of residential, commercial, industrial & agricultural

August 2001
To January 2013

Equalization Director, Cheboygan County, Cheboygan, MI

- Carry out duties according the all tax laws and STC procedures.
- Develop, implement and monitor sales and appraisal studies.
- Assist townships with complex appraisals in agricultural, commercial and industrial classes.
- Manage department budget and make any necessary adjustments
- Maintain BSA databases for assessing, tax and special assessment systems
- Damage assessment manager for Emergency Operations Center

1998
To 2001

Assessor/Computer Coordinator, City of Cheboygan, Cheboygan, MI

- Completed all required duties as required by the STC
- Coordinated and planned all computer purchases and maintenance
- Part of the management team and involved with strategic planning for the City

1995
To 1998

Description Clerk/Computer Mapping, Cheboygan County, Cheboygan, MI

- Processed all sales, splits and deeds
- Maintained and edited the computer mapping system
- General office duties

Joe Lavender
350 S Huron St
Cheboygan, MI 49721

Certifications

Level III MAAO Certification in Assessment Administration
Personal property examiner, State Tax Commission

Education

North Central Michigan College, various courses and multiple credit hours towards a degree in business administration

Cheboygan Area High School, Cheboygan MI
1993 • Diploma

Skills

BS&A Equalization/Assessment Administration, Tax and Special assessment, Microsoft Office (Word, Excel, Access), Arcview GIS, AutoCad, Apex sketching software

Memberships

Michigan Assessors Association
International Association of Assessing Officers
Michigan Association of Equalization Directors
Northern Michigan Equalization Directors Association (past president)

Other Interests

PADI Dive Instructor
Councilmember elect for City of Cheboygan
Straits Underwater Preserve Council Member

References

Available upon request

CHARLEVOIX CITY COUNCIL

All Other Actions and Requests

TITLE: Public Services Facility Update

DATE: August 20, 2018

PRESENTED BY: Amanda Porath, PE and Lucas Porath, PE- OHM Advisors; Mark L. Heydlauff, City Manager

BACKGROUND:

Over the past several months, OHM Advisors has begun the final engineering and design of our proposed Public Services Facility. As you'll recall, Northwest Design Group, LLC (NDG), with Kingscott Associates and Integrity Construction Service, completed a site selection, conceptual design and budget that were presented to Council in December 2017. In January, OHM Advisors hired staff from NDG when the company that owned NDG (Kingscott Associates) decided to close NDG's doors. Shortly thereafter, Council approved a design contract with OHM Advisors for \$240,000 to complete preliminary and final design services. OHM Advisors recently completed the preliminary design phase. The current recommended budget for construction is \$10.9 million, drastically up from the \$4.8 million that the NDG team recommended. The increase in estimated costs is due to the desired scope not being captured, some costs like temporary facilities, furniture and contingencies not included and some increased construction costs (notably the steep increase in steel).

With this increase now apparent, I thought it was important for Council to consider the next steps for the project. We are at the point where we would need to secure an off-site, temporary location for the Electric Department and also to line up the financing for the project. We need to know whether this increase in cost changes Council's willingness to approve contracts that are yet to be bid. Ultimately, Council should remember that this is a project meant to last for the next 50-75 years.

OHM will provide a more detailed overview but here are some highlights:

- Reasonably priced and practical elements of construction that will improve efficiency and sustainability have been included in the plans.
- We will work with Wojan Window and Door to spec their products where applicable to ensure we use local suppliers for relevant products.

Going forward, there may still be some small design changes to the site and options for Council to consider in the future like whether we should relocate the skate park to Ferry Beach or the current DPW site once this project is complete.

RECOMMENDATION:

In order to keep the project moving forward, it seems that Council has a couple of options to consider:

1. Move forward as is
2. Move forward with OHM but retain a second firm of our choice to conduct peer review of the project at OHM's expense
3. Other Council direction

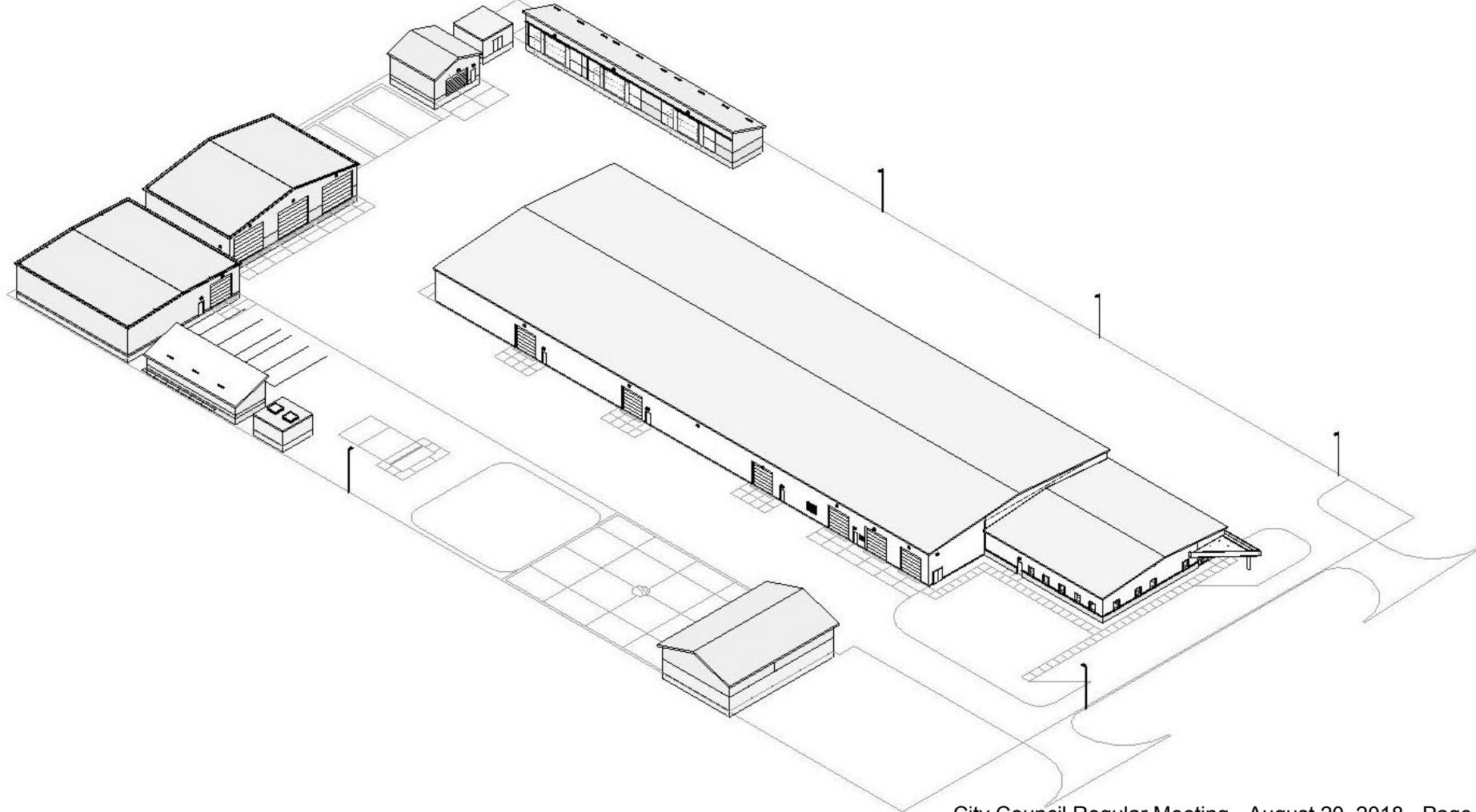
ATTACHMENTS:

- Public Works Facility



Charlevoix Public Services Facility





Progress to Date

Conceptual Design

- Site Selection
- Conceptual Design
- Construction Budget
- By Northwest Design Group, Kingscott Associates, and Integrity Construction

Design Development

- Reviewed Program with Staff
- Created Preliminary Design
- Created Construction Cost Estimate
 - Reviewed by a Construction Management Firm
- Assisted with Temporary Location for Electrical & Water Departments during Construction
- Held Preliminary Review Meeting
- By OHM Advisors

Green Initiatives

GOOD FOR OCCUPANTS –



Increased commissioning to provide further verification that systems are operating as designed



Building automation systems that allow for better monitoring and more zone control



Addition of bike rack to encourage zero emission transportation to work



Increased ventilation flow rates beyond ASHRAE 62, provides more fresh air



Specification of low-VOC materials for better indoor air quality



Increase daylighting throughout all spaces (windows & skylights)

GOOD FOR NEIGHBORS AND THE COMMUNITY –



Usage of as many renewable, recycled and natural materials as available



Increased stormwater retention and filtration



Storage and collection of recyclables



White roof installation to decrease heat island effect



Use of fixtures that reduce light pollution

GOOD FOR ENERGY SAVINGS –



Increased envelope performance by installing triple-glazed windows



Increased envelope performance by adding insulation in walls and roof - Under consideration



White roof installation to decrease heat island effect



Install native and drought resistant plantings



Usage of dual flush fixtures

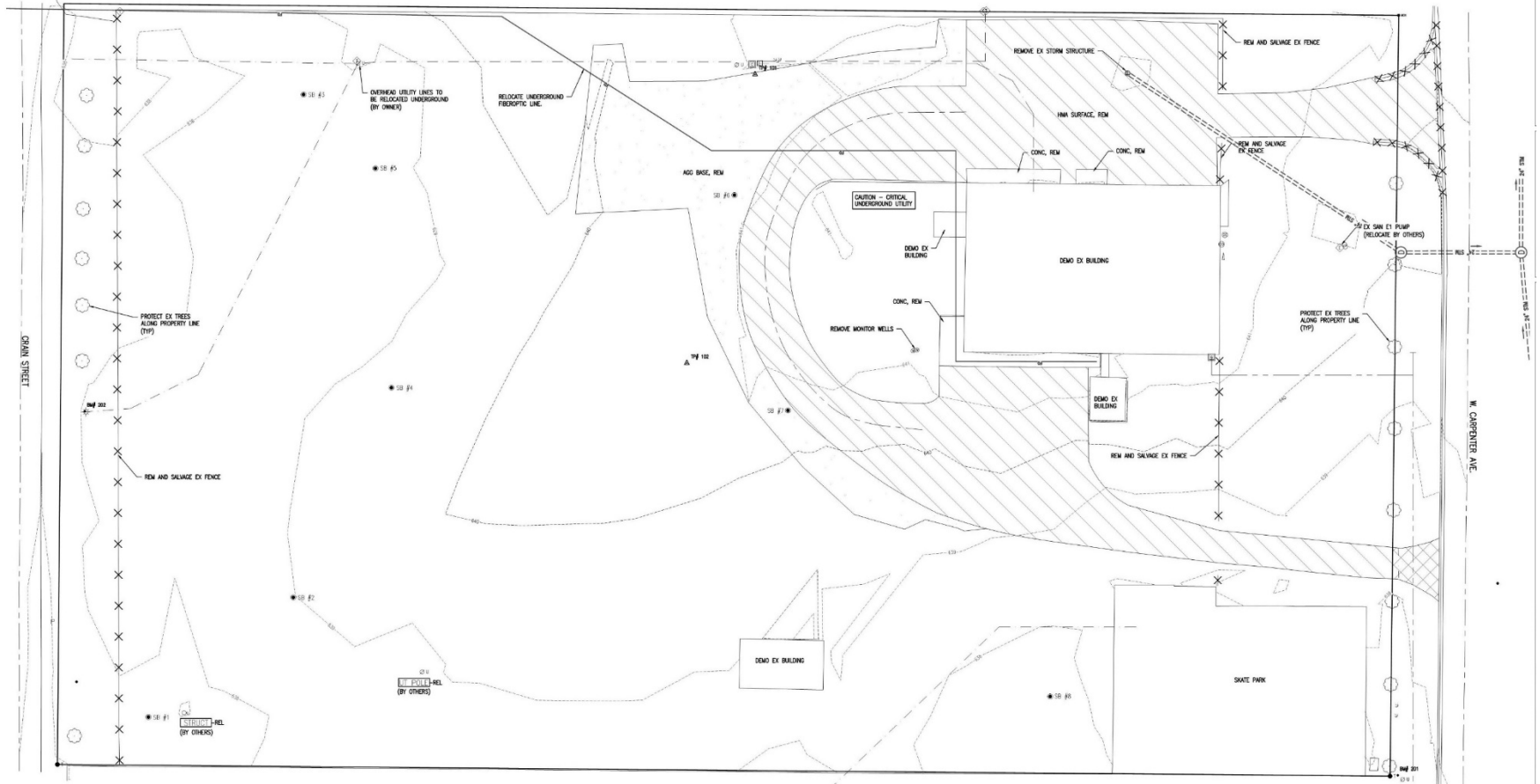


Usage of metered sensor faucets

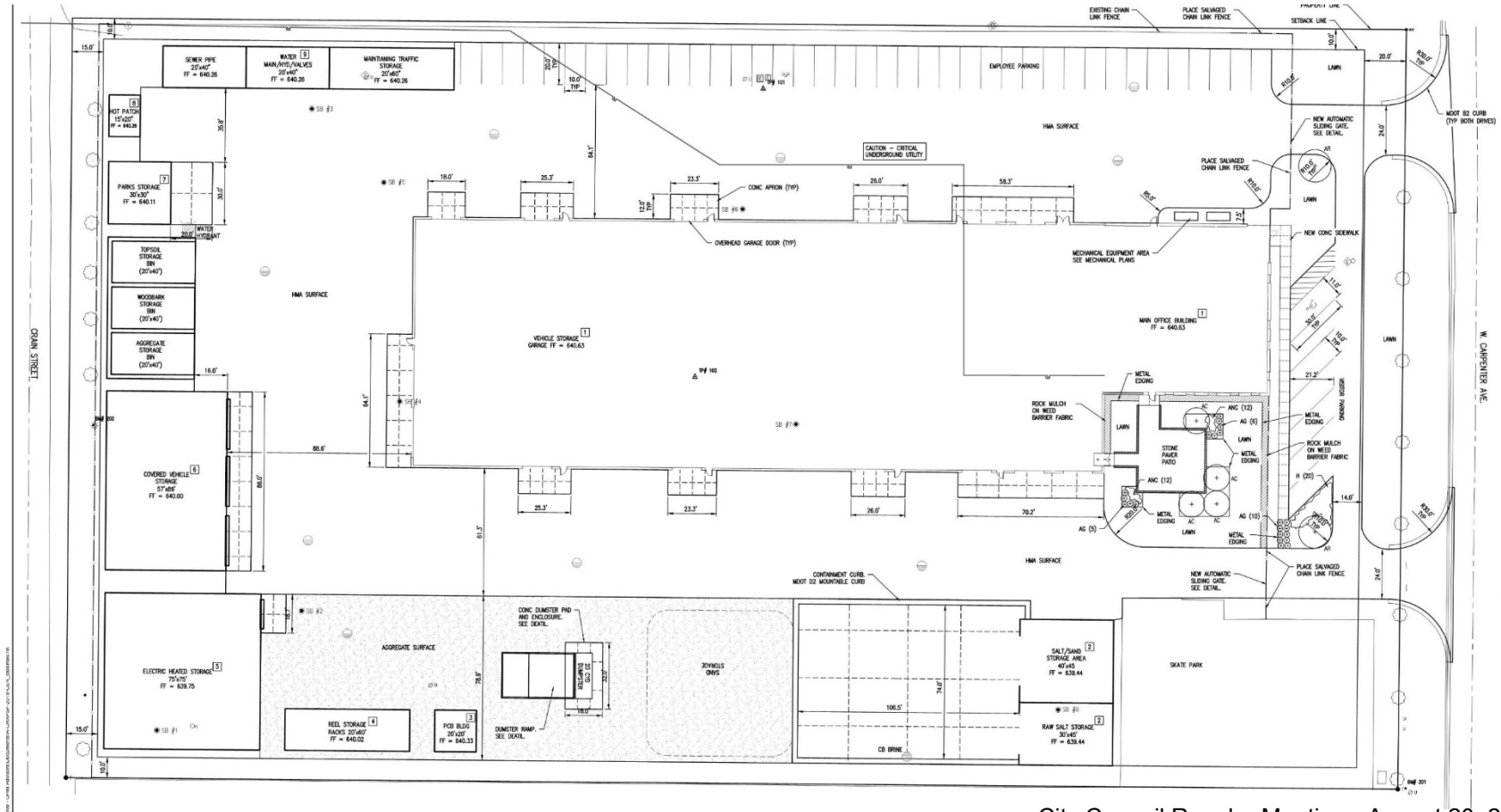


LED light fixtures and vacancy sensors

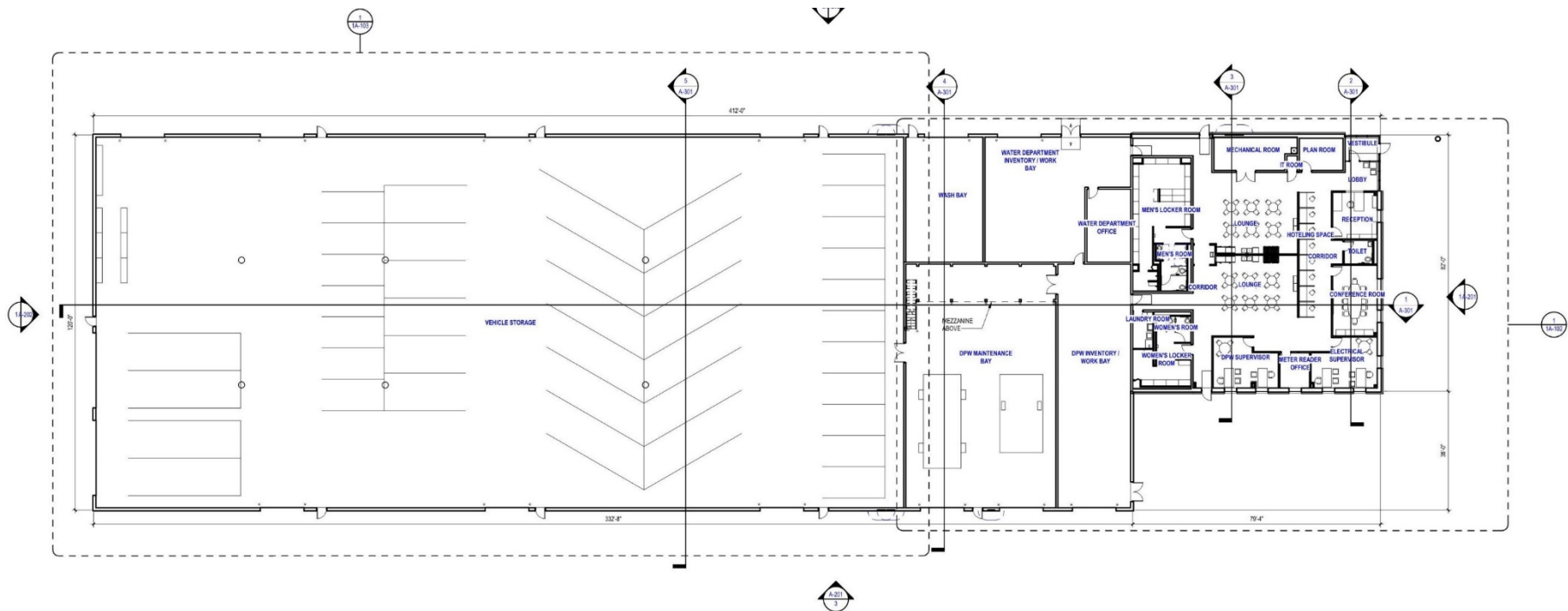
Site Removal



Site Layout & Landscape Plan

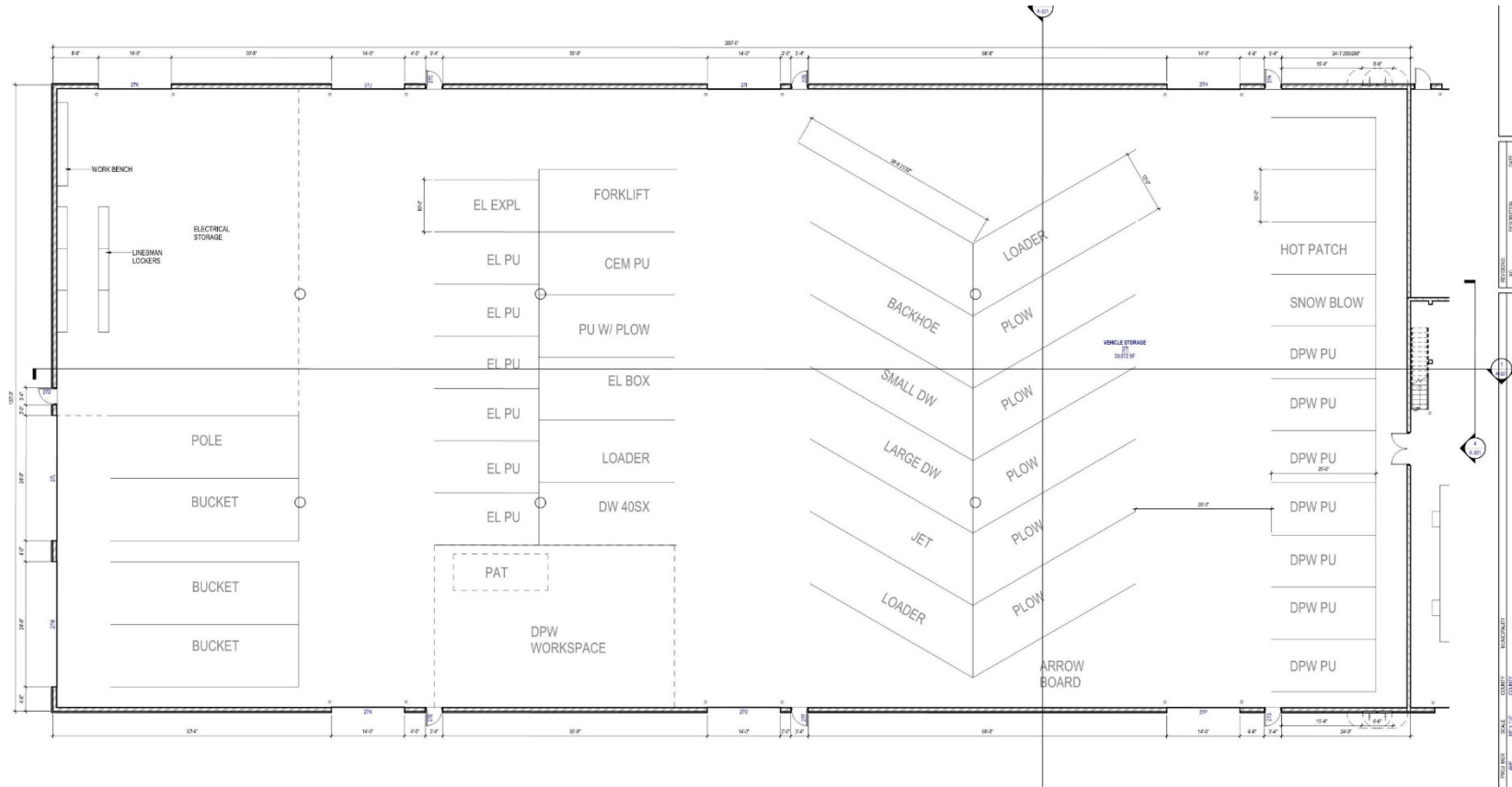


Overall First Floor Plan



[illegible]

Vehicle Storage Plan



Option 1





Option 1

Option 2





Option 2

City Council Regular Meeting - August 20, 2018 - Page

Budget

- Conceptual Budget - \$4.8 Million
- Design Development (Current) Budget - \$10.9 Million
- How We Got Here

Next Steps

- Peer Review
- Make Required Changes from Preliminary Design Review Meeting
- Apply for Zoning Permit
- Coordinate with Local Building Official for Plan Review
- Finalize Temporary Location
- Apply for FAA Review of Clearances
- Detail Design Elements & Complete Drawings
- Bid Project

Schedule

- Possible to bid this winter for construction next year
- We will continue to review the schedule as the project progresses and make recommendations to the city.



Questions?



OHM-Advisors.com

Share your vision with us, and together,
we'll create great places for people.

CHARLEVOIX CITY COUNCIL

All Other Actions and Requests

TITLE: Sale of Old Street Signs

DATE: August 20, 2018

PRESENTED BY: Leilani Durbin, Silver Linings Charlevoix; Mark L. Heydlauff, City Manager

BACKGROUND:

Several years ago, the City replaced it's street signs and still has the old signs in storage. I understand there was an effort at the time to sell them individually for those who may want a memento but success in this effort was limited. Silver Linings Charlevoix is the sponsor group for the effort to light the bridge and they request Council give them the remaining old signs. They would attempt to sell them as a fundraiser for this project.

The signs do not serve a useful purpose for the City and, aside from minimal scrap value, they are worthless to us. By selling them to Silver Linings for \$1, we are able to transfer the asset to them and support the Bridge Project.

RECOMMENDATION:

Motion to authorize the sale of old Charlevoix street signs to Silver Linings Charlevoix for the amount of \$1.

ATTACHMENTS:

- ▣ Request Letter

PO Box 650

Charlevoix Mi 49720

August 5, 2018

Mark Heydauff

City of Charlevoix

210 State Street

Charlevoix MI 49720

RE: Old Street Signs

Dear Mr. Heydauff;

Per our conversation, Silver Linings Charlevoix, a 501(c)3, would like to purchase the surplus of old city street signs for \$1.00 or have the city donate them to Silver Linings Charlevoix. As you may already know, Silver Linings Charlevoix's next endeavor is the restoration of the inside of the Brookside Chapel. The street signs are currently being stored in the Chapel and we'd like to leave them stored there at this time.

Thank you,

Leilani Durbin

Silver Linings Charlevoix

CHARLEVOIX CITY COUNCIL

All Other Actions and Requests

TITLE: Tentative CBA with the Communications Workers of America (CWA)(2018-2021)

DATE: August 20, 2018

PRESENTED BY: Mark L. Heydlauff, City Manager

BACKGROUND:

I am pleased to bring you a new tentative contract with the Communication Workers of America. As with any contract, this is a collaboration with our union partners who help bring the services the people of Charlevoix rely upon every day. The agreement was voted on and passed by union members on August 14, 2018.

Below are the highlights of the agreement which will cover the next three years:

- Wages will increase by 2 1/2% for the first year, 2% for the second year, and 2% the third year of the three year Agreement.
- Modified Sick Leave, Vacation Leave, Personal Leave, Opt-Out Reimbursement, and Longevity to align with Non-Union employees and/or POLC members
- Established a two weeks paid Parental Leave
- Established a Short Term and Long Term Disability Plan with a third party insurer to reduce our costs when someone is off on leave.
- Increased the City ICMA contribution by 1.8% and the City ICMA Match by 1.5%.
- Ended lifetime accrual of sick leave paid at present day's wages.
- Aligned contract with other employment groups and rules.

I appreciate all the work of the negotiating team; Treasurer Kelly McGinn, Deputy Treasurer Alida Klooster, and HR Assistant Patty DeRosia did a great job preparing this agreement. I also appreciate the work of CWA Chief Steward Kelly Bradley and CWA Steward Brandon Stevens. Contracts are a team effort between management and labor and I believe this agreement is beneficial to both employees and the City.

RECOMMENDATION:

Motion to approve the tentative agreement between City of Charlevoix and Communications Workers of America, dated September 2, 2018 through September 1, 2021.

ATTACHMENTS:

- Tentative 2018 - 2021 CWA Agreement

AGREEMENT BETWEEN
CITY OF CHARLEVOIX
AND
COMMUNICATIONS WORKERS OF AMERICA,
AFL-CIO

Including Appendix “A” and “B”

September 2, 2018 through September 1, 2021

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AGREEMENT

An AGREEMENT, made this 21st day of August 2018, effective September 2, 2018 unless otherwise stated, by and between the CITY OF CHARLEVOIX, hereinafter referred to as the "City" or "Employer," and the COMMUNICATION WORKERS OF AMERICA, AFL-CIO, hereinafter referred to as the "Union."

WITNESSETH:

The general purpose of this Agreement is to set forth the wages, hours and working conditions that shall prevail for the duration of this Agreement and to promote orderly and peaceful labor relations for the mutual interest of the Employer, its employees and the Union. Recognizing that the interest of the community and the job security of the employees depend upon the City's ability to continue to provide proper services to the community, the Employer and the Union, for and in consideration of the mutual promises, stipulations and conditions hereinafter specified, agree to abide by the terms and provisions set forth herein for the duration of this Agreement.

Section 1.1. Recognition. Pursuant to and in accordance with the applicable provisions of Act 79, P.A. 1965, as amended, the Employer hereby recognizes the Union as the exclusive collective bargaining agent for purposes of collective bargaining with respect to wages, hours, and other terms and conditions of employment for the Employer's employees included in the bargaining unit described below:

All full-time, regular, non-uniformed employees and all full-time regular clerical employees; BUT EXCLUDING elected officials, technical and professional employees, part-time , temporary and seasonal employees, confidential employees, supervisory and all other employees.

- (a) Part-time employee is an employee hired to work a regular or irregular schedule of hours less than a full-time employee.
- (b) Temporary employee is an employee hired for a specific task or for a specific time. Ordinarily, such period of time shall be thirty (30) days but exceptions may be made.
- (c) Seasonal employee is an employee hired for a specific season as determined by the Employer. Ordinarily, seasonal employees are hired to work during a calendar season. The summer season for example, runs from May 15 through September 15.
- (d) Confidential employee is an employee whose access to confidential personnel files or to knowledge pertinent to the labor relations activity of the Employer makes it inappropriate for inclusion in the bargaining unit.

ASSOCIATION SECURITY AND CHECKOFF

Section 2.1. Union Security. The Union and Employer agree that if, during the term of this Agreement, Michigan Freedom-to-Work, Public Act 349 is repealed, amended, or otherwise nullified through legislation or an order of law rendered by a court or other tribunal of competent jurisdiction, Section 2.1 of the parties' 2012-2015 CBA shall become a binding provision in this Agreement immediately on the effective date of such legislation or order.

Section 2.2. Dues Checkoff Authorization. For those employees for whom properly executed payroll deduction authorization forms were delivered in the past, or are delivered in the future, to the Employer's payroll office, the Employer will deduct from such employees' pay, the monthly dues and/or initiation fees as per such authorization and shall promptly remit any and all amounts so deducted, together with a list of names of employees from whose pay such deductions were made to the Union. The Employer will also provide to the Union a list of names of employees hired or rehired, those returning from military service, and those who have revoked the deduction of dues checkoff authorization. The Union shall notify the Employer in writing of the amount of the dues to be deducted, and of any changes made to the amount of dues to be deducted. The Employer shall not be liable to the Union under this Section, for the remittance or payment of any sum other than constituting actual deductions made from employee wages. If a dispute arises as to whether or not an employee has properly executed a written authorization, the Employer will notify the Union in writing, and no further deductions will be made until the matter is resolved. If a dispute arises as to whether or not an employee has properly revoked a written authorization, the Employer will notify the Union, and the Union will advise the Employer of whether the attempted revocation is proper, and whether dues should continue to be deducted, pending receipt of a proper revocation.

The Union agrees to indemnify and save the Employer harmless against any and all claims, suits, or other forms of liability that may arise out of or by reason of action taken in reliance upon individual employee authorization forms, or by reason of the Employer's dues deduction compliance with the provisions of this Section.

REPRESENTATION

Section 3.1. Stewards.

- (a) The Employer agrees to recognize six (6) stewards selected or elected by the Union to function in a representative capacity for the purpose of administering this Agreement in accordance with the grievance procedure established in this Agreement. One of the stewards shall be designated as Authorized Union Representative.
- (b) The Union agrees to advise the Employer in writing of the names of its

stewards and alternates before recognition of their representative capacity begins and to provide an annual update on or before January 1 of each year. If stewards change throughout the year, the City will be notified.

- (c) The Union shall have the right to elect or select alternates who shall serve only in the absence of the officially recognized steward.
- (d) The Union agrees that, except as specifically provided for by the terms and provisions of this Agreement, employees shall not be permitted to engage in Union activity during working hours which would in any way disrupt or affect their work or that of other employees.
- (e) Collective Bargaining Committee. The Employer agrees to recognize a collective bargaining committee composed of two (2) Union employees. The duty of the collective bargaining committee is to meet with management representatives for purposes of contract negotiations and grievance administration.

RIGHTS OF EMPLOYER

Section 4.1. Management Rights.

- (a) The City Council, on its own behalf and on behalf of its electors, hereby retains and reserves unto itself and its designated representatives when so delegated by the City Council, all powers, rights, duties and responsibilities conferred upon and vested in it by the laws and Constitution of the State of Michigan and the United States. Among the rights of management, included only by way of illustration and not by way of limitation, is the right to determine all matters pertaining to the services to be furnished and the methods, procedures, means, equipment and machines to provide such service; to determine the size of the work force and to increase and decrease the number of employees retained; to hire new employees; to determine the nature and number of facilities and departments and their location; to adopt, modify, change or alter the budget; to establish, modify or discontinue classifications of work; to combine or reorganize any part or all of its operations; to maintain order and efficiency; to study and use improved methods and equipment and outside assistance either in or out of the Employer's facilities; to direct and determine the work force including the hours of work; to assign work and determine the location of work assignments and related work to be performed; to determine the number of employees to be assigned to operations; to establish work standards; to select employees for promotion or transfer to supervisory or other positions; to determine the number of supervisors; to make judgments regarding skill and ability and the qualifications and competency of employees through evaluations or other means; to establish training requirements for purposes of maintaining or improving the skills of employees and for advancement. All such rights are vested exclusively in the Employer.

- (b) The Employer shall also have the right to suspend, discipline or discharge employees for just cause; transfer, layoff and recall personnel; to establish reasonable work rules and to fix and determine penalties for violations of such rules; to establish and change work schedules and hours; to continue and maintain its operations as in the past, provided, however, that these rights shall not be exercised in violation of any specific provision of this Agreement and, as such, they shall be subject to the grievance and arbitration procedure set forth in this Agreement.
- (c) It is further agreed by the parties that the enumeration of management prerogatives set forth above shall not be deemed to exclude other prerogatives not enumerated and, except as expressly abridged or modified by this Agreement, all of the rights, power and authority possessed by the Employer are retained by the Employer and remain within the rights of the Employer.

GRIEVANCE AND ARBITRATION PROCEDURE

Section 5.1. Definition of a Grievance. A grievance shall be defined as any dispute regarding the meaning, interpretation, application or alleged violation of this Agreement during the term of this Agreement.

Section 5.2. Grievance Steps. All grievances shall be processed in the following manner:

- Step 1. Verbal Procedure. An employee who has a complaint must submit his/her complaint orally to his/her department head or designee within five (5) working days after the occurrence of the event upon which the complaint is based. The department head or designee shall give the employee an oral answer to his complaint within twenty-four (24) hours.
- Step 2. Written Procedure. To be processed under this grievance procedure, a grievance must be reduced to writing by the job steward (in triplicate), state the facts upon which it is based, when they occurred, specify the section of the contract which allegedly has been violated, must be signed by the employee who is filing the grievance and must be presented to his/her department head within ten (10) calendar days after the occurrence of the event upon which it is based. The employee's department head shall give a written answer to the job steward within five (5) calendar days after receipt of the written grievance. If the answer is satisfactory, the job steward shall so indicate on the grievance form and sign it with two (2) copies of the grievance thus settled retained by the Union and one (1) copy retained by the department head. If the answer is unsatisfactory, the job steward shall so indicate on the grievance form, thereby

appealing the grievance to the Third Step.

- Step 3. If the grievance has not been settled in Step 2 and if it has been appealed to Step 3, the Authorized Union Representative shall communicate with the City Manager in writing within five (5) regularly scheduled working days after receipt of the Step 2 answer for the purpose of establishing a Step 3 grievance meeting. If such written request is made, the City Manager and/or his/her designated representative shall meet with the Union representatives, not to exceed two (2) employees, within seven (7) calendar days thereafter to discuss the grievance. A written Step 3 answer to the grievance shall be given to the Union within five (5) regularly scheduled working days after such meeting. If the answer at this stage is satisfactory, the Union representative shall so indicate on the grievance answer and sign it with two (2) copies of the grievance thus settled retained by the Union and one (1) by the City Manager. If the answer is unsatisfactory, the Authorized Union Representative may appeal the grievance to arbitration as set forth in Section 5.3.

Section 5.3. Arbitration. The Union may appeal the Employer's decision to arbitration during the term of this Agreement on any grievance that is arbitrable by giving the Employer written notice of its desire to arbitrate within thirty (30) days after receipt of the Employer's last answer.

Section 5.4. Selection of Arbitrator. If a timely request for arbitration is filed by the Union, the parties to this Agreement shall select by mutual agreement one (1) arbitrator who shall decide the matter. If the parties are unable to agree upon an arbitrator, the arbitrator shall be selected by each party alternately striking a name from a panel of arbitrators submitted by the Michigan Employment Relations Commission. The remaining name shall serve as the arbitrator, whose fees and expenses shall be shared equally by the Union and the Employer. Each party shall pay the expenses, wages and any other compensation of its own non-employee witnesses and representatives.

Section 5.5. Arbitrator's Powers. The arbitrator's powers shall be limited to the application and interpretation of this Agreement as written, and he shall be governed at all times wholly by the terms of this Agreement. The arbitrator shall have no power or authority to alter or modify this Agreement in any respect, directly or indirectly, or any authority to hear or determine any dispute involving the exercise of any of the Employer's inherent rights not specifically limited by the express terms of this Agreement. If the issue of arbitrability is raised, the arbitrator shall only decide the merits of the grievance if arbitrability is affirmatively decided. The arbitrator's decision shall be final and binding upon the Union, the Employer and employees in the bargaining unit, provided however, that either party may have its legal remedies if the arbitrator exceeds his jurisdiction as provided in this Agreement. Any award of the arbitrator shall not be retroactive any earlier than the time the grievance was first submitted in writing.

Section 5.6. Time Limitations. The time limits established in this Grievance and Arbitration Procedure shall be followed by the parties and employees hereto. If the Union or Employee fails to present a grievance in time or advance it to the next step in a timely manner, the grievance shall be considered settled. If the Employer fails to follow the time limits, the grievance shall automatically advance to the next step, including arbitration upon notice. The time limits may be extended by mutual agreement, provided the extension is reduced to writing and the period of the extension is specified. Saturday, Sunday and recognized holidays shall be excluded from the time periods specified in the Grievance and Arbitration Procedure.

Section 5.7. Policy Grievances. Grievances on behalf of an entire department or the entire bargaining unit shall be filed by the Chairman of the Union Grievance Committee and shall be processed starting at Step 3.

Section 5.8. Meetings - Lost Time. Meetings of the joint grievance committees provided for in Step 3 of the Grievance Procedure shall be held at a time mutually agreed upon between the City Manager and the Union representative on the day for which they are scheduled. The Union committee members, employed by the City, not to exceed a total of two (2) in number, shall be paid their straight time hourly rate of pay for time necessarily lost from their regularly scheduled work to attend such meetings.

Section 5.9. Negotiations. Pay treatment for those employees engaged in negotiations between the Employer and the Union will be as provided in Section 5.8. Not more than two (2) Union employees will be engaged in negotiations at a specific time.

DISCHARGE AND DISCIPLINE

Section 6.1. Discharge.

- (a) The Employer agrees that non-probationary employees shall not be discharged without just cause, in appropriate situations the Employer shall initially place the employee on a disciplinary suspension, without pay for up to five (5) days before converting the suspension to a discharge, if appropriate. During the suspension period, the employee may request a meeting between the City Manager and Union representatives by submitting a grievance commencing at Step 3. After such meeting, the City Manager shall determine what penalty, if any, is appropriate, including converting the suspension into a discharge. The Union may request another Step 3 meeting with the City Manager or appeal his decision to arbitration by filing a timely request in accordance with the arbitration procedure established in this Agreement
- (b) Any employee who is to receive a disciplinary suspension or discharge, may upon request, have his steward present.

NO STRIKE - NO LOCKOUT

Section 7.1. The Union agrees that during the life of this Agreement, neither the Union, its agents, nor its members will authorize, instigate, aid or engage in a work stoppage, slowdown, or strike. The Employer agrees that during the same period, there will be no lockouts.

Section 7.2. Penalty. Individual employees or groups of employees who instigate, aid or engage in a work stoppage, slowdown or strike may be disciplined or discharged at the discretion of the Employer. However, it is understood and agreed that the question as to whether an employee's conduct is such as is proscribed by this Section may be processed under the Grievance Procedure starting at Step 3 thereof, provided a written grievance is presented to the City Manager within five (5) calendar days after the date upon which the employee was disciplined or discharged.

SENIORITY

Section 8.1. Seniority Definition. Seniority shall be defined as an employee's length of continuous full-time employment with the Employer since his last hiring date. "Last hiring date" shall mean the date upon which an employee first reported for work at the direction of the Employer and since which he has not lost his seniority under Section 8.4. No time shall be deducted from an employee's seniority due to absences occasioned by authorized leaves of absence, vacations, sick or accident leaves, or for layoffs, except as hereinafter provided.

Section 8.2. Probationary Employees. The probationary period is to provide an opportunity for the Employer to determine whether the employee has the ability and other attributes which will qualify him for regular employee status. All new, full-time, regular employees shall complete three (3) consecutive months of probationary employment with the Employer, which may be extended up to an additional three (3) months upon mutual agreement between the City and the Union.

During the probationary period, the employee shall have no seniority and may be terminated or laid off by the Employer at any time without regard and without recourse to this Agreement. At the conclusion of the probationary period, the employee's name shall be added to the seniority list as of his/her last hiring date.

Section 8.3. Seniority List. The Employer will maintain an up-to-date seniority list. A copy of the seniority list will be posted on the appropriate bulletin board each three (3) months. The names of all employees who have completed their probationary periods shall be listed on the seniority list in order of their last hiring date, starting with the senior employee's name at the top of the list. If two (2) or more employees have the same last hiring date, their names shall appear on the seniority list alphabetically by the first letter or letters of their last name. If two (2) or more of such employees have the same last name, the same procedure shall be followed with respect to their first names.

Section 8.4. Loss of Seniority. An employee's seniority and employment relationship with the City shall terminate:

- (a) If he/she quits, retires or is justifiably discharged.
- (b) If, following a layoff, he/she fails or refuses to notify the City of his/her intention to return to work within five (5) regularly scheduled working days after a written notice sent by certified mail of such recall is sent to his/her last address on record with the Employer, or having notified the City of his/her intention to return, fails to do so within ten (10) regularly scheduled working days after such notice is sent.
- (c) If he/she is absent for three (3) consecutive regularly scheduled working days without notifying his/her department head prior to or within such three (3) day period of a justifiable reason for such absence.
- (d) When he/she has been laid off for a period of twenty-four (24) or more consecutive months.

Section 8.5. Layoff and Recall.

- (a) When it becomes necessary to reduce the size of the work force in a classification, probationary employees shall be laid off first, except in those individual instances where certification or licenses prevail, and providing there are employees with seniority who are able and have the ability to satisfactorily perform the work of the probationary employees within a ten (10) working day trial period. Thereafter, the employees with the least seniority in the classification affected shall be laid off and subsequently following seniority.
- (b) Recall to work following a layoff shall be in order of seniority, provided the employee recalled has the ability to satisfactorily perform the work required within a ten (10) day trial period. Said employees will be offered work in other classifications wherever feasible, before a new employee is hired to fill any openings.
- (c) For the purposes of the layoff and recall procedure, the various classifications listed in Appendix "A" shall be considered individually.
- (d) If an employee is laid off he/she may bump into another classification provided that he/she has the greater seniority of the employee he/she will replace and, provided further, that the employee has the ability to satisfactorily perform the required work within a ten (10) working day trial period. If the employee is bumping into a lower or equal-rated classification he/she will receive the maximum of that classification.

Section 8.6. Posting. When it is necessary to fill a new regular job classification or vacancy in an existing job classification, such opening or vacancy shall be posted on the appropriate bulletin board for a period of five (5) regular scheduled working days during which period employees may bid for such opening or vacancy by signing their names on such posting. From among the employees signing the posting who meet the requirements of the job, the one who best meets the requirements shall be awarded the same. If two or more bidding employees who meet the requirements of the job have substantially the same abilities, the employee with the most seniority will be awarded the job. If there are no bidders or if among those who bid there are none who appear to have the ability to readily learn to perform the job requirements as above provided, the Employer may hire new employees for such classification.

- (a) When an employee is awarded a job under this Section, he/she may be removed therefrom any time there is substantial evidence that he/she is or will be unable to satisfactorily perform the requirements of the job. In the event an employee is so removed from his/her job, pursuant to this subsection, he/she shall be returned to the last previous regular job classification he/she had occupied prior to bidding.
- (b) Any employee who is awarded a job under the bidding procedure shall not be awarded another job, the rate range of which is equal to or less, under the bidding procedure during the next succeeding six (6) months. Any employee who is removed from a job classification for which he/she had bid because of his/her inability to satisfactorily perform the requirements thereof, as provided in subsection (a) above, shall be ineligible to bid for another job during the six (6) month period following the date of the setback.
- (c) Employees who are awarded a job under this Section shall be so notified and a notice designating the successful bidder shall be posted on the City's bulletin board for a period of five (5) calendar days immediately following the award. The posting of said notice shall constitute notice to all employees for the purpose of Section 5.1.

Section 8.7. Transfers. The Employer shall have the right to transfer employees irrespective of their seniority status from one job classification to another to cover for employees who are absent from work due to illness, accident, vacations or leaves of absence for the period of such absence. The Employer shall also have the right to temporarily transfer employees to fill temporary jobs or temporary vacancies or to take care of unusual conditions or situations which may arise. In lieu of layoff, the Employer may transfer the least senior employee in the classification to another regular job classification where there is available work and where the employee has the ability to satisfactorily perform the required work. If the least senior employee is not able to perform the required work, the second least senior employee and subsequently following seniority, shall be selected for transfer until an employee is selected for transfer that has the ability to satisfactorily perform the required work. Posting as outlined in Section 8.6 shall take

place prior to any transfer.

Section 8.8. An employee who, after the effective date of this Agreement, is promoted or transferred from a bargaining unit job to a supervisory or other non-bargaining unit job with the Employer, shall retain the seniority he had acquired as of the date of such promotion or transfer and shall accumulate seniority during the first six (6) months of such promotion or transfer. In the event, during such six (6) month period, such employee is removed from his/her supervisory or other job with the Employer for any reason other than discharge, for reasons considered valid under this Agreement or at his/her own request, such employee shall be allowed to exercise his/her seniority to return to a job opening within the bargaining unit which he/she has the then present ability to satisfactorily perform. If the promotion or transfer of such employee from the bargaining unit continues for a period of more than six (6) months, such employee's seniority shall terminate, and if he/she is returned to the bargaining unit, his/her seniority shall commence anew, without bumping any present employee.

LEAVES OF ABSENCE

Section 9.1. Personal or Union Leave. The Employer may grant a leave of absence for personal reasons of not to exceed thirty (30) calendar days, which period may be extended for good cause, without pay and without loss of seniority to an employee who has completed his/her probationary period, provided in the judgment of the Employer, such employee can be spared from his/her work. Time spent on Union business which results in absence from his/her regularly scheduled tour of duty by an executive board member of the Union, other than City grievances or meetings, shall be paid by the Union and considered on such employee's records as "Absent Union Business" or "AU", provided that the Employer first approves the leave of absence.

Section 9.2. Medical Leaves of Absence and Family and Medical Leaves of Absence. Under the provision of the Federal Family and Medical Leave Act (FMLA), upon request, an employee who has been employed by the City for at least twelve (12) months and worked 1250 hours during the previous twelve (12) month period, may take 12 weeks of unpaid, job protected leave in a twelve (12) month period:

- to care for the employee's own serious health condition.
- to care for the employee's newborn or recently adopted child.
- to care for a foster child placed with the employee.
- to care for the employee's spouse, parent, or child with a serious health condition.
- to care for the employee's spouse, son, daughter, parent or next of kin who is a covered service member.
- because of any qualifying exigency arising out of the fact that an employee's spouse, son, daughter or parent is a covered military member on covered active duty (any deployment of an Armed Service member to a foreign country) or in the National Guard or Reserves who has been notified of an impending call or order to covered active duty status (deployment to a foreign country).

Employees should refer to Appendix B for more information on requesting an FMLA leave and for information on their rights and responsibilities under this Act.

Those employees who are not eligible for a FMLA leave of absence, who because of personal illness, injury, or temporary disability are physically unable to report for work shall be given a medical leave of absence without pay upon exhaustion of his/her accumulated sick leave hours and without loss of seniority provided he/she promptly notifies his/her department head of the necessity therefor, and provides medical certification from a medical doctor of the necessity for a leave of absence.

Medical and FMLA leaves of absence with seniority accruing shall not exceed one year unless otherwise approved by the Employer.

Section 9.3. Military Leave. Leaves of absence without pay and without loss of seniority shall be granted to employees who are active in the National Guard or a branch of the Armed Forces Reserves for the purpose of fulfilling their annual field training obligations or required tours of duty. Applications for leaves of absence for such purposes must be made as soon as possible after the employee's receipt of his orders.

A full-time employee who enters the military service by draft or enlistment shall be granted a leave of absence for that purpose and at the conclusion of such leave of absence shall be reinstated in accordance with all applicable provisions of the Uniformed Services Employment and Re-Employment Rights Act (USERRA) and any other applicable laws then effective.

Section 9.4. Jury Duty Leave. A regular employee who has completed his/her probationary period, and is summoned and reports for jury duty, as prescribed by applicable law, must provide prior written notice to their Department Head. The employee shall be paid by the City for a day(s) or partial day(s) of jury duty what he/she would have earned from the City on that day based on his/her regular straight time hours at his/her current rate of pay, providing any and all payment(s) from the Court are turned in to the Treasurer's office. It is required that an employee return to his/her scheduled work should jury duty not consume a full day.

The City's obligation to pay an employee for jury duty as provided herein is limited to a maximum of thirty (30) days in any calendar year, unless extended by the City Manager for extenuating circumstances.

Section 9.5. Seniority During Leaves of Absence. Seniority shall continue on all approved leaves of absence unless otherwise specifically provided in one of the leaves of absence sections of this Agreement. Benefits such as vacation, sick leave, and insurance do not accrue or continue during any non-paid leave of absence unless otherwise specifically provided in one of the leaves of absence sections of this Agreement.

Section 9.6. Medical Coverage During Leaves of Absence. If an employee is provided group health insurance prior to the leave of absence, the employee is entitled to the

continuation of the group health insurance coverage during an approved FMLA leave. If family member coverage is provided to an employee, family member coverage will also be maintained during the FMLA leave. Employees on workers compensation, who have a qualifying "serious health condition" under FMLA, are also entitled to continue their group health insurance coverage.

If leave hours are being used during the FMLA leave, the employee's share of group health plan premiums will be deducted through payroll deduction. If the employee is not using leave hours, and is therefore on an unpaid FMLA leave, the employee must make arrangements to pay the normal employee portion of the insurance premiums in order to maintain insurance coverage.

Group health insurance coverage shall terminate after the first thirty (30) days when an employee is on an un-paid, non-FMLA leave of absence, or any other unpaid leave of absence except in a worker's compensation related situation where sixty (60) days shall govern rather than thirty (30) days.

Section 9.7. Funeral Leave. In the event of a death in the immediate family of an employee, up to 3 working days with pay shall be allowed for personal matters relating to the death. Immediate family shall include: spouse, child, step-child, grandchild, parent, step-parent, sister, sister-in-law, brother, brother-in-law, mother-in-law, father-in-law, grandparents and grandparents-in-law of the employee. Additional personal, sick or vacation leave may be granted from the employee's unused leave banks, not to exceed sixteen (16) hours. Additional hours may be granted without pay when extenuating circumstances warrant same.

Section 9.8. Parental Leave. An employee shall, after the birth of his/her child or adoption of a child, be granted eighty (80) hours of paid parental leave to bond with the child. This time can be taken in a block of time or intermittently as needed. This grant will expire and must conclude within twelve (12) months after the birth or adoption. In those instances where both spouses are covered by this provision, such leaves may be taken either concurrently or consecutively. Requests for time off must follow the same process as requests for sick, personal and vacation leave.

SICK LEAVE AND SHORT TERM/LONG TERM DISABILITY

Section 10.1. Sick Leave Credit. On January 1 of each year, eligible employees are credited with ninety-six (96) hours of sick leave. Sick leave hours are prorated for new or returning (from leave of absence) employees on the basis of hire or return date identified below.

Hire Date or Date Returned to Work	Sick Leave Hours	Hire date or Date Returned to Work	Sick Leave Hours
January - February	96	July - August	48
March - April	80	September- October	32
May – June	64	November - December	16

- (a) Unused paid sick leave hours may be accumulated from year to year up to a maximum of 248 hours.
- (b) On December 31st of each year, if the number of accumulated sick leave hours for an individual exceeds 152 hours, then the employee will be paid for those hours in excess of 152 hours at half (1/2) the employee's current rate of pay.
- (c) Effective September 2, 2018, a "2018 Frozen Sick Leave Bank" will be established in consideration of the change in the method employees will accumulate sick leave hours. All employees will be credited with sick leave hours they would have accrued from September 2, 2018 through December 31, 2018. If those credited sick leave hours, combined with employees unused sick leave balance as of August 31, 2018, exceed 248 hours, those remaining hours will be placed in the "2018 Frozen Sick Leave Bank". Any use of frozen sick leave hours will be at the rate of pay the employee was receiving on August 31, 2018.

Section 10.2. Sick Leave Usage. Qualified employees, subject to the provisions set forth in these Sections, shall be eligible to use their unused accumulated sick leave hours in not less than one quarter ($\frac{1}{4}$) hour increments under the following terms and conditions.

- (a) In order to qualify for sick leave payments, the employee must report to his/her department head per the department's process not later than one-half ($\frac{1}{2}$) hour before his/her normal starting time on the first day of absence unless, in the judgment of the City, the circumstances surrounding the absence made such reporting impossible, in which event such report must be made as soon as is possible.
- (b) Employees are eligible to use sick leave hours for personal illness, injury, serious health condition, or temporary disability that necessitates absence from work. Employees can also use sick leave hours to attend doctor, dentist, or other recognized practitioner to the extent required to complete such appointments.
- (c) Employees are eligible to use sick leave hours for illness or injury in the immediate family necessitating absence from work. Employees can also use sick leave hours to accompany an immediate family member to a doctor, dentist, or other recognized practitioner to the extent required to complete such appointments. Immediate family is defined as the employee's spouse, child, step-child, grandchild, parent, step-parent, sister, sister-in-law, brother, brother-in-law, mother-in-law, father-in-law, grandparents and grandparents-in-law of the employee.

- (d) All sick leave usage requires the submission and approval of a "Request for Absence Report" form.
- (e) In the event of an absence of more than five (5) regularly scheduled working days, or if the Employer has reason to believe an employee is misusing paid sick leave, the employee will be required to provide a medical certification signed by the physician indicating the specific diagnosis and prognosis necessitating the employee's absence from work and the expected return to work date. Before the employee returns to work he/she must present a fitness for duty medical statement from his physician.
- (f) When an employee's absence from work is due to an illness or injury arising out of and in the course of his/her employment by the City and which is compensable under the Michigan Workers' Compensation Act, after the first day of absence necessitated thereby he/she shall be entitled to utilize his/her unused sick leave hours to make up the difference between the amount of daily benefit to which he/she is entitled under such Act and the amount of daily salary he/she would have received in his/her own job classification had he/she worked, but not to exceed the total equivalent of what he/she would have received in daily pay on an eight (8) hour per day basis. Employees may also use frozen sick leave hours to make up the difference but only after they have exhausted their regular sick leave hours.
- (g) An employee who makes a false claim for paid sick leave shall be subject to disciplinary action or dismissal depending upon the circumstances involved.

Section 10.3 Short Term and Long Term Disability Plan. The City agrees at its expense to establish and maintain for all eligible employees, a short-term and long-term disability program, through an insurance carrier of the City's selection. Disability benefits are governed by the Plan Document and/or the Summary Plan Description.

- (a) The Short Term Disability Plan will provide weekly benefits equal to 66 2/3% of the employee's base earnings, which were being earned immediately prior to the disability.
- (b) The Long Term Disability Plan will provide monthly benefits equal to 60% of the employee's base earnings, which were being earned immediately prior to the disability
- (c) The waiting period before disability payments can be issued is fourteen (14) calendar days. Employee may use sick, personal, vacation leave hours to satisfy the waiting period. Frozen sick leave hours can also be used, but only if regular sick leave hours have been exhausted. If applicable, parental leave may also be used to satisfy the waiting period.

- (d) Employees may use available sick, vacation, personal leave hours to make up the difference between the amount of daily benefit to which he/she is entitled under the Disability Plan and the amount of daily salary he/she would have received in his/her own job classification had he/she worked, but not to exceed the total equivalent of what he/she would have received in daily pay on an eight (8) hour per day basis. Employees may use frozen sick leave hours, once the regular sick leave benefits are exhausted, to supplement the disability plan; however those hours will be paid at the rate of pay the employee was receiving on August 31, 2018.

Section 10.4 Sick Leave Payouts.

- (a) If and when an employee quits or is discharged from his/her employment, no payment for unused sick leave will be made.
- (b) When an employee retires under the City's retirement program, he/she shall be entitled to be paid one-half (½) of his/her accumulated unused paid sick leave hours as of the date of retirement. Payment is at the employee's last rate of pay.
- (c) Employees who have sick leave in the "2018 Frozen Sick Leave Bank" and retire under the City's retirement program will be paid one-half of their accumulated unused sick leave up to a maximum of 320 hours. Payout of frozen sick leave hours will be at the rate of pay the employee was receiving on August 31, 2018.
- (d) If an employee who has quit, retired or been discharged from his/her employment is subsequently rehired, such employee shall, as any other new employee, only accumulate paid sick leave hours as set forth in Section 10.1.
- (e) In the event an employee is laid off from work, he/she shall, upon his/her return to work, be credited with all of his/her unused sick leave hours that he/she had prior to his/her layoff.

HOURS OF WORK AND OVERTIME

Section 11.1. Workweek - Workday. Other than employees at the Water Treatment Plant and Wastewater Treatment Plant pursuant to subsection (b), the normal hours of work shall be eight (8) hours per day. However, nothing contained herein shall be construed as a guarantee of eight (8) hours of work or pay per day.

- (a) The normal hours of work per week are forty (40).
- (b) At the Employer's discretion, the scheduled workweek at the Water

Treatment Plant and Wastewater Treatment Plant may be revised from five (5) – eight (8) hour days to four (4) – ten (10) hour days.

- (c) For those employees who are covered by this Agreement who work at the various City recreational facilities, except the golf course, ski hill and ice rink, their schedules will be determined at the beginning of the opening of the facility. Employees covered under this Agreement who work at the cemetery may be rescheduled to work at the various winter facilities or to other work which is the responsibility of the Employer. Such scheduling will be determined at the beginning of the opening of the facility and the normal workweek shall be forty (40) hours.
- (d) The Employer shall establish work schedules, and such schedules may be changed by the Employer when required by operating conditions. The Employer agrees that the regular day or first shift shall not commence earlier than 5:00 a.m. Monday through Friday for both winter street maintenance and Water and Sewer Treatment Plant Operations and no later than 9:00 a.m. Monday through Friday for Water and Sewer Treatment Plant Operations. These shift start time restrictions shall not apply to or restrict standby or emergency operations, or reservoir or tower maintenance.

Section 11.2. Rest Periods. Employees shall be entitled to a rest or break period of not to exceed fifteen (15) minutes duration at or near the midpoint of the first half of their regular shift and not to exceed fifteen (15) minutes duration at or near the midpoint of the second half of their regular shift. A similar break pattern shall also apply to overtime. It is considered appropriate, with the approval of the supervisor, to combine the two daily breaks into one (1) not to exceed 30 minute break taken at or near the midpoint of the first half of their regular shift.

It is understood and agreed that the timing of the break period may vary depending upon the nature of the work being performed by the employee at the time, it being recognized that under certain conditions it will be impossible or impractical for employees to take a break period until the urgent or critical aspect of their job then being performed has been completed, and that in emergency situations, an employee may miss a given break or breaks.

Employees will be required to be ready to start work, including appropriately dressed, at the start of their shift and shall be required to remain at work until the end of their shift, except as above provided and except for a one (1) hour or one-half (½) hour unpaid lunch period at or near the midpoint of their regular shift.

Section 11.3. Overtime. All employees shall be expected to work reasonable amounts of overtime upon request by the Employer. All such overtime must be approved in advance by designated representatives of the Employer.

Section 11.4. Overtime Premium Pay. Employees shall receive time and one-half (1½) at their straight-time rate for all hours worked in excess of forty (40) in one workweek. There shall be no pyramiding of overtime premium pay. Unpaid leave shall not count as hours worked. Sick, vacation, personal, and holiday will be counted as hours worked for the purpose of computing overtime payments.

WAGES

Section 12.1. Classifications and Rates. The job classifications and applicable rates of pay therefore are set forth in Appendix "A" attached hereto and by this reference made a part hereof.

Section 12.2. New Classifications. If, during the life of this Agreement, a new job classification is created, the Employer shall establish the job duties and the rate range applicable thereto and shall promptly notify the Union of its decision. If the Union believes the rate range thus set is inadequate in terms of established rate ranges for other job classifications covered by this Agreement, the Union shall have the right, within ten (10) calendar days after it has been so notified, to initiate negotiations with regard to the rate range assigned to the job classification. If negotiations have not been initiated during said ten (10) calendar day period, the rate range so assigned shall be implemented.

Section 12.3. It is understood and agreed that in return for the wages, fringe benefits and working conditions specified in this Agreement, employees shall be required, as a condition of continued employment, to render a fair day's work for the Employer.

Section 12.4. New Employee Wages. New employees shall be paid the minimum rate for job classifications and shall receive maximum rate after ninety (90) days of employment.

Section 12.5. Job Transfer Rate. When an employee bids or bumps under the terms of this Agreement, the following provisions shall apply with respect to the applicable rate of pay:

- (a) When an employee is awarded a job for which the maximum of the rate is higher than his/her present job, such employee shall receive the minimum rate, or his/her present rate, whichever is greater, for the first thirty (30) calendar days on such job; thereafter, he/she shall receive the maximum rate.
- (b) When an employee is removed from a higher rate job due to his inability to satisfactorily perform the duties thereof, or such employee bids down, such employee shall receive the maximum rate under the new job classification, except in the case of new employees, the maximum rate will be paid only after the completion of the initial ninety (90) day probationary period.
- (c) When an employee is temporarily transferred for the convenience of the

Employer as provided in Section 8.7, such employee shall, during the period of such temporary transfer, receive the rate of pay he/she would have received in his/her regular job assignment, or if the period of such temporary transfer exceeds five (5) regularly scheduled working days shall thereafter receive the rate of pay he/she would have received had the job been awarded under the bidding procedure, whichever is the greater.

Section 12.6. Call-In. When an employee is called in to perform work at a time after he/she leaves the premises of the Employer, other than that for which he/she had previously been scheduled, he shall receive not less than two (2) hours of pay at time and one-half (1 ½) for the work performed even if the employee has not yet worked 40 hours in a workweek. This provision shall not apply to employees who are called in for a period of less than two (2) hours prior to the start of their shift, but who continue to work their regular shift thereafter. If an employee is called in prior to his/her normal start of work on a normal workday, after the employee has worked eight (8) hours, the Employer at its discretion may not have the employee work any additional time. Employees who are required to work a given lunch period shall not be considered to have been called in to work under this Section.

Section 12.7. Premium Pay. Premium pay shall be paid under the following circumstances. The Employer reserves the right to select, appoint and remove lead men and there shall be no posting for the position. Selection of employees to gain additional training or licensing shall be at the sole discretion of the Employer. Premium pay shall be discontinued should an employee no longer maintain the position or license, for which they received the pay.

- (a) Lead Man: One dollar and fifty cents (\$1.50) per hour above the maximum of the rate range for the highest classification of employees whom they lead within their respective department.
- (b) Street Department:
 - (1) Mechanic/Diesel Operator and one other classification, at the discretion of the Employer, shall be eligible to receive forty cents (\$0.40) per hour premium upon obtaining and while maintaining a Certified Welder's License.
 - (2) Mechanic/Diesel Operator shall be eligible to receive a \$0.11 per hour premium each (\$0.44 per hour maximum) for obtaining and while maintaining up to a maximum of four (4) State of Michigan licenses, determined by the Employer to be mechanic-related, other than a license for engine repair, manual transmission and axles, tune-up, brakes or electrical system, or Certified Welder's License, which has an additional premium.
 - (3) Pesticide Application license: Thirty cents (\$0.30) per hour premium, per license for obtaining and while maintaining same, at the discretion of

the Employer. The same premium shall apply to other licenses, as determined by the Employer, necessary to complete the work.

- (c) **Electric Department:**
Journeyman Linemen shall be eligible to receive a \$1.00 per hour premium upon satisfactory completion of a training program in the safe operation and maintenance of the high-voltage switching and equipment at the substations and of the 15KV sub-transmission lines (e.g., reclosures, regulators, substation transformers, switches, controls and instrumentation, etc.). Such training program, its scheduling, training time pay if any, and satisfactory completion to be determined by the Employer in its sole discretion.

INSURANCE

Section 13.1. Health Care Insurance.

- (a) Monthly Premiums*. The city and eligible employees will share the cost of the health, dental and vision insurance premiums (inclusive of the Affordable Care Act taxes and fees) each paying the following proportions:

<u>Plan</u>	<u>City</u>	<u>Employee</u>
POS: \$250 Deductible	80%	20%
HSA	95%	5%

The employee premium will be withheld through payroll deduction. This cost sharing will be effective after ratification by the parties or, at the insurance contract year, if different, dependent upon the committee process and provider requirements and will remain in effect for the life of the agreement.

*As of September 24, 2011, PA 152 of 2011 is in effect. Per this act, City Council may elect to exempt itself every year from the requirements on an annual basis. If they do not, the provisions of the law will take place.

- (b) Plans and Benefits. A health care insurance committee is established consisting of two CWA unit employees the CWA selects, one non-union administrative employee, and the City Manager or his designee (and one POLC unit employee the POLC selects, upon participating). Annually the committee may meet to review the existing plan and potential new plans. The committee may select, by majority vote, which of up to two (2) plans shall be offered to unit employees. The Employer retains the right also to offer unit employees other plans and cost containment programs. Provided the plan(s) are available and can be provided by the carrier and otherwise can be administratively accomplished by the Employer, the unit employees individually, in writing, shall have the right to elect coverage under one of the above offered plans.

Should the committee not meet an August 1 deadline for plan selection, the Employer shall then offer the unit employees up to two (2) of the plans then being provided to the unit employees, provided such plan(s) remain available and can be provided by the carrier and otherwise can be administratively accomplished by the Employer. The Employer retains the right also to offer unit employees other plans and cost containment programs in addition to committee selection. The unit employees individually, in writing, shall have the right to elect coverage under one of these plans so that coverage is effective no later than October 1st that year.

The plan(s) selected by the committee and/or by the Employer as provided above shall be the sole plan(s) under which unit employees may elect coverage. Further, the Employer reserves the right to change insurance carriers, including self-insurance, provided the benefits remain substantially equal to the then current benefits.

- (c) Section 125 Plan. A Section 125 Plan (per IRS regulations) shall be made available to unit employees.
- (d) Opt-Out Reimbursement. The City will pay an annual cash reimbursement, based on the single coverage limit (set annually) that a public employer may contribute to a medical benefit plan set forth in MCL 15.563, as amended by 2013 Public Act 270, for the employee who elects not to participate in 1-Person (single), 2-Person (double) or family coverage.

To be eligible the employee must provide written certification that they waive their right to enroll in a City health care plan and proof of the employee's non-City provided health care insurance coverage.

Payment of the reimbursement will be made in twelve equal payments in the first paycheck of each month. (These reimbursement amounts are not wages for purposes such as retirement, overtime, etc., and are taxable income unless they are directly deposited into the City provided Section 125 Plan.)

- (e) ACA Provision. Since the details regarding the implementation and effects of the Affordable Care Act (ACA) have not been determined, the parties agree that, if, during the term of this agreement, the ACA as implemented renders all or part of this section illegal, unenforceable, or, in the City's determination unaffordable or impossible to perform, the parties reserve the right to re-open this section only to address such issues.

Section 13.2. Pension Plan. The City will provide the MERS C-1 (as quoted with the 1.5 multiplier) with a F55/25 rider pension plan and each employee will contribute to this plan an amount equal to three percent (3%) of the employee's gross wages. (Employees previously in the B-4 Frozen FAC Plan, will retain all benefits accrued through the previous B-4 Frozen FAC Plan).

The City shall pay 7.5% of the employee's gross wages into the City's current ICMA 457 plan on behalf of each employee. In addition, the City will match up to an additional 3%, equal to the employee's contribution, whichever is less.

Section 13.3. Life Insurance. The Employer agrees, for the life of this Agreement, to provide group life insurance benefits to those employees who qualify therefor, at standard insurance rates, in the amount of Twenty-Five Thousand Dollars (\$25,000). The policy shall have an A.D. & D. rider, with an insurance carrier or carriers authorized to transact business in the State of Michigan. Life insurance benefits will gradually reduce once the employee reaches age 65.

HOLIDAYS AND PERSONAL LEAVE

Section 14.1. Recognized Holidays. The following days shall be recognized as holidays upon which only necessary work will be performed:

New Year's Day	Thanksgiving Day
Good Friday	Day after Thanksgiving Day
Memorial Day	Day before Christmas
Fourth of July	Christmas Day
Labor Day	

If any of these holidays occur on a Saturday, the preceding Friday shall be recognized as the holiday, and if any of these holidays occur on Sunday, the following Monday shall be recognized as the holiday and, to the extent possible, employees shall be excused on said holiday.

Section 14.2. Holiday Eligibility. To be eligible for holiday pay, an employee must be a regular, full-time employee as of the time the holiday occurs and must have worked all of the scheduled hours the department was scheduled to work on the last day the department worked before and the next day following such holiday, except in cases where the employee's absence on such day or days is due:

- 1) to the fact that such day or days occurred during his regularly scheduled vacation; or
- 2) to the fact that his absence on such day or days is of a nature which is compensable under this contract.

Section 14.3. Holiday Pay. Eligible employees shall receive eight (8) hours of pay at their regular straight-time hourly rate for each paid holiday. If an employee is working a ten (10) hour day, four-day workweek and a holiday occurs, the employee will receive ten (10) hours pay rather than eight (8) for the holiday. When an eligible employee is required to work on any day celebrated as one of the above-named holidays, he shall be paid time and one-half (1-1/2) his straight-time hourly rate for the first eight (8) hours and shall

receive two and one-half (2-1/2) times his straight-time hourly rate for all hours worked beyond eight (8) hours that holiday.

Section 14.4. Holiday During Vacation. In the event a holiday occurs during an employee's vacation for which the employee would normally have received holiday pay, he shall be granted an additional day of vacation with pay.

Section 14.5. Personal Leave. Employees shall be compensated at their regular wage for twenty-four (24) hours of personal leave per calendar year subject to prior approval of the personal leave by the employee's immediate supervisor. Said personal leave hours shall be based at his/her straight-time hourly rate. No payment for unused personal leave is made upon an employee's departure. Personal leave shall not be carried over into the next calendar year.

- (a) If at an employee's hire date, leave of absence or layoff causes him to work less than a full year, the number of personal leave hours to which the employee shall be entitled shall be determined by the amount of work time remaining in the calendar year as follows:

Hire Date or Date Returned to Work Following a Leave of Absence or Layoff	Number of Personal Leave Hours
January, February, March, April	Twenty Four (24) Hours
May, June, July, August	Sixteen (16) Hours
September, October, November, December	Eight (8) Hours

VACATIONS

Section 15.1. Vacation Leave.

New employees, upon the completion of six (6) months employment, who work a forty (40) hour workweek schedule, shall be credited with forty (40) hours of vacation leave. Once the new employee has completed one full year (2080 hours) of employment, they shall be credited with an additional forty (40) hours of vacation leave. Upon completion of two full years of employment, the employee will be credited with vacation leave based on the following scale.

Regular full-time employees, who normally work a forty (40) hour workweek schedule, shall be credited with vacation leave at their anniversary date based on the following scale.

Credited Years of Full Time Employment as of Employee's Anniversary Date)	Vacation Leave Hours Credited on Employee's Anniversary Date
6 months	40
1	40
2	80
3	120
4	128
5	136
6	144
7	152
8	160
9	168
10	176
11	184
12	192
13	200

In consideration of transitioning from a calendar year accrual to an anniversary date accrual, employees will be credited in 2019 as follows:

On January 1, 2019, current employees will be credited with vacation hours according to years of employment identified in the scale below. Upon employee's 2019 anniversary date, employee will also receive a prorated credit to make them whole.

Example: An employee who on December 31, 2018, has reached seven (7) years of employment, will be credited with 152 vacation hours according to the scale below. Credit will occur on January 1, 2019. This employee, who has an April hire date, will also be credited with an additional 41 vacation hours on their April 2019 anniversary date. As a result, this employee would have a total of 193 vacation hours available to use until their April 2020 anniversary date.

Employee will follow the scale below on their 2020 anniversary date.

- (a) Vacation leave shall be the employee's regular straight-time hourly rate at the time the vacation leave is taken. An employee who works eight (8) hours a day, five days a week, shall record eight (8) hours of leave time when taking a day off on vacation leave. If the employee works a ten (10) hour day, four (4) day workweek, and takes a day off for vacation, he/she shall record ten (10) hours of vacation leave.
- (b) Employees who lose time from work or who do not complete a scheduled work year due to a layoff or any unpaid leave of absence, shall have

vacation benefits determined on a pro rata basis of the months or parts of months worked during the calendar year.

- (c) Illustratively, an employee who returns on August 14th of a given year will receive a vacation benefit equal to 5/12ths of that provided in the schedule above.
- (d) All employees may carry over a maximum of eighty (80) vacation leave hours per year.
- (e) Unused and accrued vacation hours are paid upon an employee's departure.
- (f) When an employee leaves active employment or retires from City service, accrued and carry over vacation will not be considered as pay for the purpose of extending or further accumulating benefits, including health care, sick leave, vacation, etc.

Section 15.2. Vacation Requests.

- (a) The department heads shall determine the number of employees who can be excused from their departments for vacation purposes at any one time.
- (b) Vacation time off shall not be for periods of less than one quarter (1/4) hour unless otherwise approved by the employee's department head in writing.
- (c) If two (2) or more employees request permission to take their vacations at the same time and both or all cannot be spared from work at the same time, as among those who made their requests for vacation time off prior to April 1 of that year, preference shall be given to the employee with the greater amount of seniority. As among those who do not make their wishes known prior to April 1 of any year, preference shall be given in order of receipt by the Employer of the written requests for vacation time off. In the event an employee cancels his/her approved vacation time off, as among those who wish to reschedule their vacation time off, preference shall be given to the employee with the next greater amount of seniority.

MISCELLANEOUS

Section 16.1. Rules and Regulations. The Employer reserves the right to establish reasonable rules and regulations not inconsistent with the Agreement. If a rule or regulation is established by the Employer, a written copy shall be served upon the Union. The Union shall have ten (10) days within which to file a grievance concerning the reasonableness of the rule or regulation.

Section 16.2. Criminal Incident. If an employee is charged with an offense involving the misappropriation of the Employer's funds or property, drunkenness, conduct involving moral turpitude or any offense involving a police arrest, neither such charge nor any disciplinary action or discharge that may result from such action shall be subject to the Grievance Procedure set forth in this Agreement unless the grievance in such case is accompanied by signed authorization from the employee involved, authorizing the Employer to submit any and all information and facts pertaining to the case to whomsoever they may concern, which authorization must also release the Employer from any and all liability by reason of such disclosure.

Section 16.3. Bulletin Board. The Employer will provide a bulletin board in the garage, power house and City Hall upon which the Union shall be permitted to post notices concerning its business activities. Such notice shall contain nothing pertaining to partisan politics or of a defamatory nature.

Section 16.4. Subcontracting. The Employer shall have the right to subcontract work normally performed by bargaining unit employees if and when, in its judgment, it does not have the available or sufficient manpower, proper equipment, capacity and ability to perform such work within the required amount of time, during emergencies or when such work cannot be performed by bargaining unit employees on an efficient and economical basis, provided such subcontracting will not directly result in any employee being laid off from work.

Section 16.5. Supervisor Working. Nothing contained in this Agreement shall be construed to prohibit the Employer from using supervisory and other non-bargaining unit employees for the performance of work performed by bargaining unit employees in the same manner, under the same or similar circumstances and to the same extent such work was performed by such people prior to the execution of this Agreement.

Section 16.6. Separability and Savings Clause. If, during the life of this Agreement, any of the provisions contained herein are held to be invalid by operation of law or by a tribunal of competent jurisdiction or if compliance with or enforcement of any provisions should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement shall not be affected thereby. In the event any provision herein contained is so rendered invalid, upon written request by either party hereto, the Employer and the Union shall enter into collective bargaining for the purpose of negotiating a mutually satisfactory replacement for such provision.

Section 16.7. City Policies. All City personnel policies and procedures apply to Union employees unless abridged or modified by this agreement. The agreement will be the governing document for such abridgements or modifications. However, said policies and procedures may be amended or changed by the City during the term of this agreement.

Section 16.8. Motor Vehicle License. Those employees working in job classifications necessitating the possession of a valid driver's license with appropriate endorsement must, as a condition of continued employment, maintain said valid license and

endorsement. An employee who fails to maintain a valid driver's license with appropriate endorsements or who becomes uninsurable or insurable only at increased rates, shall be placed on a disciplinary suspension without pay for up to ninety (90) days. If the driver's license and appropriate endorsement, together with normal insurability is not restored within the ninety (90) days, the employee shall be discharged.

(a) The Employer agrees to pay for the endorsement on the license.

Section 16.9. Copies of Agreement. The Employer agrees to furnish a copy of this Agreement to each employee in the bargaining unit. The Employer agrees to further provide the necessary additional copies for the Union on a cost basis.

Section 16.10. Equipment and Clothing. The Employer agrees to supply the necessary tools and supplies for all work operations. Should the Employer decide that uniforms are appropriate; it shall select, purchase and maintain the uniforms. The Employer agrees to furnish coveralls and provide outerwear to employees as deemed appropriate, at the discretion of the Department Head. The employee must wear the uniform during normal work hours.

Section 16.11. Gender. Reference to any gender shall equally apply to the other and vice versa.

Section 16.12. Captions. The captions used in each section are for the purpose of identification only and are not a substantive part of this Agreement.

Section 16.13. Physical Examinations. An employee must be physically and mentally capable of performing his duties as a condition of continued employment, and as such an employee may be required to take a physical or mental examination at the directive of the City Manager or his designee. Examinations will be performed by Employer-designated physicians and at the Employer's expense.

Section 16.14. Waiver. It is the intent of the parties hereto that the provisions of this Agreement, which supersedes all prior agreements and understanding oral or written, express or implied, between such parties, shall govern their entire relationship and shall be the sole source of any and all rights or claims which may be asserted in arbitration hereunder or otherwise. This agreement may be amended or modified only in writing and signed by the appropriate parties to this agreement.

Section 16.15. Drug Free Workplace. In compliance with the Drug Free Workplace Act, the City of Charlevoix requires all employees to abide by the conditions set forth here and further to notify the City Manager of any criminal drug statute convictions in the workplace, including on or off City premises while conducting City business, no later than 5 days after the conviction, allowing the City of Charlevoix to adhere to the reporting requirements of the law.

Employees are the City's most valuable resource. Employees' health and safety are of

vital concern. The City's and employees' lifeblood is being conscientious, productive and efficient in serving our citizens. The public has a right to expect that City personnel who serve the public are at all times both physically and mentally prepared to assume these duties and preserve the public's trust and confidence. The City of Charlevoix is committed to maintain a workplace free from drugs and alcohol. All employees are required to report to work fully able to perform their duties free from drugs and alcohol in their systems. Therefore, the City will not tolerate any illegal or unauthorized drug-related conduct or activity or alcohol abuse as prohibited by this Section. Being charged with a drug-related criminal offense shall constitute grounds for reasonable suspicion testing by the City within the provisions set forth in this Section. Conviction, guilty plea or plea of nolo contendere for a drug-related criminal offense shall constitute just cause for disciplinary action up to and including immediate termination from employment, with the proviso that the Union shall be allowed to challenge through the grievance procedure the existence of just cause, based on evidence of disparate treatment in the disciplinary penalty.

Employees have the right to work in an alcohol and drug free environment and not be subjected to the actual or possible adverse effects of drug and alcohol abuse. To protect the well being of the employees, the public and the City, this Section builds upon the City's longstanding rules prohibiting alcohol and drug abuse associated with City employment. Additionally, this Section provides for assistance in overcoming substance abuse where the employee voluntarily seeks assistance from the City, as provided below. Consent to and compliance with this Section is a condition of employment.

Employees are prohibited from the use, consumption, possession, storage, manufacture, distribution or sale of illegal drugs, including inhalants and marijuana, illegal drug paraphernalia and alcohol while on duty or when performing or expected or ready to perform work, including on lunch or rest breaks, whether on or off City premises. Employees shall not report to, or be at, work after taking illegal drugs or alcohol (provided that the alcohol breath level must be 0.02 or greater), regardless of when or where consumed. In addition, employees shall not intentionally misuse any prescription or over-the-counter medication, including, without limitation, using another individual's prescription medication, or providing a prescription medication to an individual other than the one for whom the prescription was written. Employees shall provide advance notification to their Department Head of the anticipated use of any medication that can, or does affect the employee's physical or mental ability to perform his/her required work.

All bargaining unit employees shall be subject to Department of Transportation ("DOT") drug testing policies and procedures, except as provided differently below, and except further, that employees working in non-DOT covered positions shall not be subject to random testing. In addition, employees shall be subjected to drug and alcohol testing based on: (i) reasonable suspicion, (ii) following a work related accident, (iii) following a layoff or leave of absence of greater than 30 days, or (iv) before being returned to duty after successfully completing a treatment program, both as approved by the City, where the employee voluntarily sought treatment and has not otherwise violated this Section. For such employees in (iv), above, the City agrees to pay 50% of costs for rehabilitation over and above what insurance covers. Follow-up testing of such employees after

returning to work following the successful completion of a treatment program shall be in accordance with DOT regulations.

Employees normally shall be sent for testing only while reporting to, or at work or on the Employer's premises, and shall be compensated for the time involved in the collection and testing. Reasons for testing shall be documented in writing and provided to the employee and to the Local Union President or designee prior to testing. Written consent of the employee is required prior to collection and testing, and any collection and testing conducted in the absence of such consent by the employee shall be invalid, along with the results obtained from such a test. A refusal by the employee to consent and to cooperate in any regard, including without limitation tampering or substitution of a specimen shall be just cause for disciplinary action, up to and including immediate termination from employment.

Employees notified of reasonable suspicion shall be offered union representation by a steward prior to testing, and if such representation is declined it shall be documented in writing and signed by the employee. In the event a union steward is not readily available, the Local Union shall be allowed to designate an alternate individual to serve as the employee's representative and at all times in advance shall have identified a list of such designees to the City Manager. These provisions apply to any search or inspection of, or involving, an employee or his/her personal effects and vehicle based on reasonable suspicion of the employee engaging in conduct prohibited in City employment.

Testing positive for an illegal drug, testing 0.02 or greater for breath alcohol, and any other violation of this Section shall be just cause for disciplinary action, up to and including immediate termination from employment. Just cause for termination is established under such circumstances absent a successful challenge through the grievance-arbitration provisions of this Agreement by the employee or Union to the basis for the testing, or test results. Grievances protesting errors or omissions in the collection or testing procedure, including chain of custody, must establish the existence of a material error or omission from the applicable DOT collection and testing procedures, or other material violation in order to successfully challenge the existence of just cause.

Section 16.16. Standby. In order to provide the Employer with sufficient staff ready to respond to emergency needs and in order to provide an equitable system to equalize overtime call-in opportunities among the employees, each employee shall be required to be on call under the following conditions, and subject to the following:

- 1) Require the following standby personnel:
 - Electric and Water - 2 employees
 - Street Department - 1 employee
 - Sewer and Water Plants - 1 employee
- 2) Require 100% participation of the employees, as skills allow.
- 3) Standby week shall start at 7:00 a.m. any day of the week at the City's

discretion, and continue for seven (7) consecutive days.

- 4) Pay will be made the pay period the standby hours were worked.
- 5) Water Treatment Plant and Waste Water Treatment Plant personnel scheduled to work weekends at the Waste Water Treatment Plants will do so during their standby week.
- 6) City to provide pagers to be carried by standby persons at all times.
- 7) Maximum of ½ hour response time.
- 8) Employees on standby shall abide by the drug free workplace, Section 16.15 policy, during period of the standby.
- 9) Employees on standby may allow other employees to fill in during their standby period, if said employee has been pre-approved on a fill in list. Pay shall be credited daily to employee on standby or his fill in. During the period of standby, the employee is expected to respond to any call outs during said period. Pay outs mentioned above shall apply for fill in during vacation and sickness.
- 10) Payment for standby shall be \$40.00 per day effective upon ratification, except on recognized holidays listed in Section 14.1, where pay shall be \$80.00 per day.

These payments, though income to the employee, are for time not worked and therefore are not included in wage rates or as hours worked for any purposes, such as overtime, pension, etc. For an employee called in to work during standby, pay is governed by Section 12.6.

Section 16.17. Residency. All employees hired after January 21, 1985, are required to reside within twenty (20) miles of the nearest boundary of the City of Charlevoix to the employee's residence. If the employee's spouse is also employed by a public employer, this section shall not apply to the City of Charlevoix employee where prohibited by MCL 15.602.

Employees are at all times required to have on file, with their supervisor and Human Resources, their current residence address and telephone number.

Section 16.18. Apprentice Programs. Employee(s) hired and/or transferred upon successful bid into a City approved Apprentice Program shall be bound to the following rules and conditions as a condition of continued employment:

- 1) The employee is to be enrolled and be actively engaged in an apprenticeship training program as determined by the Employer at its sole discretion;

- 2) The employee shall maintain the required course work and show adequate progress as determined by the employer;
- 3) The employee shall be paid the wage identified in Appendix "A" for the step or level, as determined by the Employer, to be appropriate based on qualifications at the start of the program. Further wage adjustments shall be made as determined by successful completion of program qualifications.
- 4) Time spent taking classes, other class related activities and commuting to and from classes will not be compensated outside of the normal workday. The Employer will either pay for or reimburse the employee for the cost of tuition and books required.
- 5) An incumbent employee transferred upon successful bid into an Apprentice Program at any level or step of the program, who fails to meet any of the requirements set forth in paragraphs 1) and 2) above shall be returned back to the employee's most recent non-apprentice job classification, provided that the employee is still qualified for that classification, has greater seniority than the employee(s) occupying the classification, and the Employer, at its sole discretion, has determined the need to fill that classification.

If there is no such Employer need or the disqualified apprentice lacks the qualifications or seniority to be returned to his/her former classification immediately, the employee shall have the right to bid for an open posted position as provided by Section 8.6, or, if no opening for bidding exists or the employee is not awarded the job bid, the employee shall be laid off subject to the employee's rights under Section 8.5(d).

The employee(s) bumped because of returning the apprentice to his/her last previous classification shall have the same such rights as the disqualified apprentice provided above.

- a) Upon bidding into an Apprentice Program, the employee is subject to Sections 8.6(a) through (c), 8.7 and all contract provisions except as provided in this Section.
 - b) Access to the grievance procedure as it pertains to the Apprentice Program, is limited to the issue of whether the employee failed to meet any of the above requirements. The Employer's decision to so remove the employee must be upheld if any such employee failure to meet these requirements is found to have occurred.
- 6) The Employer retains the exclusive right to terminate an Apprentice from the program at any time if it becomes apparent that the Apprentice will not succeed.

Should a decision to terminate an apprentice be made, the Employer will meet with the Union to discuss the issue prior to finalizing the termination.

The Employer's rights and any exercise of them under this paragraph 6) are not subject to challenge in the contract grievance - arbitration procedure or by other legal challenge by the affected employee, other employees of the

employer represented by the Union, or the Union.

- 7) Any apprentice, once engaged in the apprenticeship program or within five (5) years of completion of the program, who chooses to leave his/her position or does not complete the apprenticeship program at any time, for any reason, shall reimburse the Employer for all costs of tuition and books paid for, or reimbursed by the Employer to the employee, during the program. Employees shall sign a written reimbursement agreement covering these costs, as a condition of employment in an Apprentice Program.

Employees in an apprenticeship program are prohibited from bidding on any new jobs or vacancies with the Employer while in the program. Within five (5) years of completion of the program, employees may, under extenuating circumstances and with permission of the Employer, be allowed to bid on any new jobs or vacancies with the Employer. (A successful bid would require the employee to reimburse the Employer for all costs of the program as described above.)

ELECTRIC LINEMAN APPRENTICE PROGRAM

Currently the City has selected the program offered through the Joint Michigan Apprentice Program (JMAP). Their Seven (7) Step program is based on hours worked at specified tasks as well as detailed class work as prescribed by JMAP. Each step requires approximately six (6) months to complete. Successful completion at each of the steps is required to advance to the next step.

In addition, an Apprentice must become familiar with and proficient with the Employer's electrical system and operations.

Upon successful completion of the Seven Steps, all related requirements, and by recommendation of the Department Head, the Apprentice may be promoted to Journeyman Lineman.

Step 1	0 -1000 hours
Step 2	1001 – 2000 hours
Step 3	2001 – 3000 hours
Step 4	3001 – 4000 hours
Step 5	4001 – 5000 hours
Step 6	5001 – 6000 hours
Step 7	6001 – 7000 hours

SEWAGE AND WATER TREATMENT PLANT APPRENTICE PROGRAM

The City offers a program to comply with State laws for STWTP operators. It combines independent correspondence studies, currently through California State University, on-

the-job-training (OJT) hours and experience and completion of State of Michigan licensing. Successful completion of CSU testing requires a minimum grade of 70%. Successful completion of State licensing is determined by the State of Michigan. Timing for each step is the maximum allowed for successful completion of the program.

The Apprentice program shall be completed upon successful completion of the OJT hours and experience, CSU testing, acquisition of “F-4 Water” and “D Wastewater” State of Michigan licensing and all related requirements, and recommendation of the Department Head.

Step 1

- Complete six (6) documented months OJT at the Water Plant or Wastewater Plant
- Complete State testing for an “F-4 Water” license at the first available testing date (set by the State of MI)
- Within nine (9) months - Complete correspondence, coursework and testing required by the CSU, Volume I “Operation of Wastewater Treatment Plants” and Volume I “Water Treatment Plant Operation.”

Step 2

- Complete twelve (12) documented months OJT at the Wastewater Treatment Plant or Water Plant
- Complete State testing for a “D Wastewater” License at the first available testing date (set by the State of MI)
- Within eighteen (18) months - Complete correspondence coursework and testing required by the CSU, Volume II “Operation of Wastewater Treatment Plants” and Volume II “Water Treatment Plant Operation.”

Section 16.19. Emergency Manager. Only to the extent the Local Government and School District Financial Accountability Act, PA 4 of 2011 (“the Act”), continues to require so, the Employer and Union acknowledge that an Emergency Manager appointed under the Act can reject, modify, or terminate a collective bargaining agreement under the terms and conditions specified in the Act, and that such authority of an appointed Emergency Manager is a prohibited subject of bargaining.

DURATION

Section 17.1. Longevity. Full-time employees shall be paid an annual longevity payment based on length of service with the City of Charlevoix according to the following schedule:

<u>Years of Service As of December 1st</u>	<u>Annual Payment</u>
Five (5)	\$200.00
Ten (10)	\$300.00
Fifteen (15)	\$400.00
Twenty (20)	\$500.00

Twenty-Five (25)
Thirty (30)

\$600.00
\$700.00

This payment will be made on the first pay period following December 1st of each year.

Section 18.1. Termination. This Agreement shall become effective August 1, 2018 and shall remain in full force and effect until midnight, July 31, 2021, and from year to year thereafter, unless either party hereto serves a written notice upon the other at least sixty (60) calendar days prior to the expiration date of this Agreement or sixty (60) calendar days prior to the expiration of any subsequent automatic renewal period of its intention to amend, modify or terminate this Agreement.

Section 18.2. Further Negotiations. The parties acknowledge that during negotiations, which resulted in this Agreement, each had the unlimited rights and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining.

The understandings and agreements of the parties are fully set forth herein and constitute the complete agreement between the parties. Neither party shall be obligated to negotiate further on the wording of an agreement as to any matter, whether or not previously discussed. Notwithstanding the foregoing, nothing shall prevent the parties from engaging in such discussions and arriving at supplementary provisions for this contract, but such supplementary discussions may be discontinued by either party at any time and no agreements so reached shall be effective unless reduced to writing and signed by both parties.

COMMUNICATION WORKERS
OF AMERICA

CITY OF CHARLEVOIX

DATE _____

DATE _____

APPENDIX "A"

Job Classifications and Hourly Rate Ranges

CLASSIFICATION	8/1/2018		8/1/2019		8/1/2020	
	Minimum	Maximum	Minimum	Maximum	Minimum	Maximum
Equipment Operator						
Equipment Operator	20.47	21.94	20.88	22.38	21.30	22.83
Miscellaneous						
Mechanic/Diesel Operator	21.92	23.29	22.36	23.76	22.81	24.24
Mechanic Helper	20.38	21.92	20.79	22.36	21.21	22.81
Maintenance II	21.53	22.83	21.96	23.29	22.40	23.76
Meter Reader	18.79	19.94	19.17	20.34	19.55	20.75
Water Distribution System Operators						
¹ Water Distribution System Operator Trainee	20.43		20.84		21.26	
S-4 Water Distribution System Operator	20.76	21.92	21.18	22.36	21.60	22.81
S-3 Water Distribution System Operator	21.53	23.29	21.96	23.76	22.40	24.24
S-2 Water Distribution System Operator	23.22	24.59	23.68	25.08	24.15	25.58
WTP/WWTP Operators						
Based on highest license(s) held						
Chief Operator - Wastewater Treatment Plant (B Certification)	26.93	28.53	27.47	29.10	28.02	29.68
Chief Operator - Water Treatment Plant (F-2 and S-4)	26.93	28.53	27.47	29.10	28.02	29.68
WTP/WWTP Apprentice (Step 1)		19.64		20.03		20.43
WTP/WWTP Apprentice (Step 2)		20.19		20.59		21.00
"D" WW Certified and "F-4" Water Operator	20.76	21.92	21.18	22.36	21.60	22.81
"C" WW Certified and "F-3" or "F-4" Water Operator OR	21.53	23.29	21.96	23.76	22.40	24.24
"F-3" Water Operator and "D" WW Certified						
"B" WW Certified and "F-2" or "F-3" or "F-4" Water Operator OR	23.22	24.59	23.68	25.08	24.15	25.58
"F-2" Water Operator and "B", "C" or "D" WW Certified						
Electric Lineman						
Apprentice Advancement based on successful completion of training steps						
Step 1		21.61		22.04		22.48
Step 2		22.37		22.82		23.28
Step 3		23.11		23.57		24.04
Step 4		23.85		24.33		24.82
Step 5		24.59		25.08		25.58
Step 6		25.36		25.87		26.39
Step 7		26.09		26.61		27.14
Journeyman Lineman	32.91	34.59	33.57	35.28	34.24	35.99
Technical						
Electric Department Technician	23.69	25.09	24.16	25.59	24.64	26.10
Clerical						
Receipts Clerk	18.79	19.94	19.17	20.34	19.55	20.75
Utilities Billing Clerk	18.79	19.94	19.17	20.34	19.55	20.75
² Administrative Assistant - Electric Department & DPW	20.74	21.88	21.15	22.32	21.57	22.77
¹ The Water Distribution System Operator Trainee will complete their probation period when they pass the S-4 exam. Once they pass this exam they will proceed to the maximum pay step at the S-4 level.						
² The Administrative Assistant position for the Electric Department and Department of Public Works was created through a Letter of Understanding dated October 12, 2016.						
Revised September 2, 2018						

Appendix B

FAMILY AND MEDICAL LEAVE ACT (FMLA)

Eligible employees may take up to 12 weeks of unpaid, job-protected leave in any 12 month period, known as “family and medical leave.” The 12 month period is determined based on a rolling 12-month period measured backward from the date an employee uses his/her FMLA leave.

Eligibility To be eligible for family and medical leave, employees must:

1. Have been employed for at least 12 months in the last seven years (which do not need to be consecutive) by the City; and,
2. Have worked at least 1,250 hours for the City during the twelve months immediately preceding the beginning of requested leave; and
3. Be employed at a worksite where 50 or more employees are located within 75 miles of the worksite.

An eligible part-time employee (less than 40 hours a week for purposes of this policy) is entitled to FMLA leave on a pro-rata basis only.

Reasons for Taking Leave Family and medical leave may be taken for any one, or for a combination of the following reasons:

1. The birth and newborn care of an employee’s child after birth, or placement of a child with the employee for adoption or foster care or
2. To care for an employee’s spouse, child or parent (but not in-law) who has a serious health condition; or
3. For the employee’s own serious health condition that makes the employee unable to perform one or more of the essential functions of the employee’s job; and/or
4. Because of any qualifying exigency arising out of the fact that an employee’s spouse, son, daughter or parent is a covered military member on covered active duty (any deployment of an Armed Service member to a foreign country) or in the National Guard or Reserves who has been notified of an impending call or order to covered active duty status (deployment to a foreign country).
5. To care for the employee’s spouse, son, daughter, parent or next of kin who is a covered service member.

A Serious Health Condition means an illness, injury, impairment or physical or mental condition which involves either inpatient care at a medical facility or continuing treatment by a licensed health care provider for a condition that either prevents the employee from performing the functions of the employee’s job, or prevents the qualified family member from participating in school or other daily activities. Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than three consecutive calendar days for an incapacity that requires at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. The first treatment must be within 7 days of the first day of incapacity, and the two treatments must occur within 30 days of the first day of incapacity unless there are extenuating circumstances. Treatment by a health care provider means an in person visit.

A Qualifying Exigency In general, leave may be taken because of a "Qualifying Exigency" where the team member's spouse, son, daughter or parent is on active duty or is called to active duty for any of the following reasons:

- To address issues that arise from an impending call or order to active duty 7 or less calendar days before deployment during that 7 day notice period.
- To attend an official ceremony, program or event sponsored by the military that is related to the call to active duty or active duty of the Military Member.
- To attend certain family support or assistance programs and informational briefings related to the call to active duty or active duty of the Military Member.
- To arrange for alternative child care when the call to duty or active duty necessitates a change in existing arrangements.
- To provide child care on an urgent, immediate basis (but not on a routine, regular or everyday basis), when the need arises because of the call to active duty or active duty.
- To enroll in or transfer a child to a new school or day care facility when necessitated by the call to active duty or active duty.
- To attend meetings with team member at a school or day care facility when attendance is necessary due to circumstances arising from the call to active duty or active duty.
- To make or update financial or legal arrangements to address the covered Military Member's absence caused by the call to active duty or active duty.
- To act as the Military Member's representative before a government agency concerning military service benefits while he/she is called to active duty and for 90 days following termination of active duty.
- To attend counseling for the covered Military Member or his/her child or certain other dependents.
- To spend up to 15 calendar days with the Military Member or his/her child or certain other dependents on leave for rest and recuperation.
- To attend ceremonies and reintegration briefings and events sponsored by the military during the 90 day period following termination of active service.
- To attend to issues surrounding the death of the Military Member.

- To care for a Military Member's parent who is incapable of self-care when the care is necessitated by the member's covered active duty (including making arrangements for alternative care, providing care on an immediate basis, admitting or transferring the parent to a care facility, or attending meetings with team member at a care facility).
- To address miscellaneous matters which arise out of the call to active duty or active duty provided the team member and FCB agree that such leave is a "qualifying exigency" and further agree as to the timing, frequency and duration of the leave.

Injured Service Member Leave/Additional Military Family Leave Entitlement

An eligible employee who is the spouse, son, daughter, parent or next of kin of a covered service member is entitled to take up to 26 weeks of leave during a single 12 month period to care for the service member with a serious injury or illness. Leave to care for a service member shall only be available on a per injury basis during a single 12 month period and when combined with other FMLA-qualifying leave, may not exceed 26 weeks during the single 12 month period. The single 12 month period begins on the first day an eligible employee takes leave to care for the injured service member. Additional leave may be granted during a subsequent 12 month period for a different injury to the same covered Military Member or for an injury to a different Military Member.

A covered service member means a member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is on the temporary retired list, for a serious injury or illness; and veterans who are undergoing medical treatment for a serious injury or illness sustained in the line of duty and who were members of the armed forces within five years preceding the need for such treatment. A member of the Armed Forces would have a serious injury or illness if he/she has incurred an injury or illness in the line of duty while on active duty in the Armed Forces provided that the injury or illness may render the service member medically unfit to perform duties of the member's office, grade, rank or rating.

Duration of Leave Eligible employees may receive up to 12 workweeks of unpaid leave during any "rolling" 12 month period, measured backward from the date of any family or medical leave requested and/or used. Family and medical leave involving the birth or placement of a child for adoption or foster care must be concluded within 12 months of the birth or placement. Each time an individual takes such a leave, the individual's remaining entitlement would be any balance of the 12 weeks which has not been used during the immediately preceding 12 months. When both spouses are employed by the City, they are entitled to a total of twelve weeks of leave (rather than 12 weeks each) for the birth or placement of a child.

In addition, as outlined above, an employee may be entitled to an additional 14 weeks to care for an injured service member.

Eligible employees may take family and medical leave intermittently – which means taking leave in blocks of time, or by reducing one's normal weekly or daily work schedule – whenever it is medically necessary to care for a seriously ill family member, because the employee is seriously ill and unable to work, for qualified exigency leave or for military caregiver leave. Intermittent leave is not permitted for the birth of a child or placement of a child for adoption or foster care.

No Work While on Leave – working for another employer or taking another job while on family/medical leave or any other authorized leave of absence is grounds for immediate termination, to the extent permitted by law.

Pay and Benefits - time off during the FMLA Leave will be unpaid. The individual's coverage under the City's group health plan will be maintained during the leave. Vacation and personal time for employees will not accrue during the unpaid FMLA Leave. An employee may choose to use any available accrued sick, personnel or vacation time while the employee is on FMLA.

Health Benefits Eligible employees and (if applicable) their families remain eligible to participate as employees under the group health plan during one's family and medical leave. This coverage will be provided if the employee or the employee's family was covered under the plan before the leave was taken and on the same terms as if the employee had continued to work. Under this leave the employee can continue to maintain medical insurance coverage at regular employee rates by paying the employee's share of health plan premiums while on leave.

If the employee chooses not to return to work for reasons other than a continued serious health condition of the employee or the employee's family for a circumstance beyond the employee's control, the City will require the employee to reimburse the City the amount it paid for the employee's health insurance premium during the leave period.

Job Restoration Upon returning from a family and medical leave, eligible employees will normally be restored to their original job, or to an equivalent job with equivalent pay, benefits, and other employment terms and conditions, the same as if they had not taken the leave of absence. The purpose is for employees to be in as good a position as they would have been if they had not needed to take this leave.

In addition, use of family and medical leave cannot result in the loss of any employment benefit that employees earned or were entitled to before using family and medical leave.

The exception to this is situations where job restoration of key employees will cause substantial and grievous economic injury. In such situations, the City will notify employees if they qualify as "key employees" if it intends to deny reinstatement, and of their rights in such instances.

Notice of Eligibility For and Designation of FMLA Leave

Employees requesting FMLA leave are entitled to receive written notice from the City telling them whether they are eligible for FMLA leave and, if not eligible, the reasons why they are not eligible. When eligible for FMLA leave, employees are entitled to receive written notice of their rights and responsibilities in connection with such leave; the City designation of leave as FMLA qualifying or non-qualifying, and if not FMLA qualifying, the reasons why; and the amount of leave, if known, that will be counted against the employee's leave entitlement. The City will provide the employee with the Department of Labor (DOL) Notice of Eligibility and Rights Form WH381 (<http://www.dol.gov>) and provide a written response to the employee's request for FMLA leave using the DOL Designation Notice Form WH-382 (<http://www.dol.gov>).

The City may retroactively designate leave as FMLA leave with appropriate written notice to employees provided the City's failure to designate leave as FMLA-qualifying at an earlier date did not cause harm or injury to the employee. In all cases where leaves qualify for FMLA protection, the City and employee can mutually agree that leave be retroactively designated as FMLA.

Employee Obligations

Provide Notice – Employees who take FMLA leave must provide 30 days advance notice of the need to take FMLA leave when the need is foreseeable. When 30 days notice is not possible, or the approximate timing of the need for leave is not foreseeable, employees must provide the City with notice of the need for leave as soon as practicable under the facts and circumstances of the particular case. Employees who fail to give 30 day notice for foreseeable leave without a reasonable excuse for the delay, or otherwise fail to satisfy FMLA notice obligations, may have FMLA leave delayed or denied.

Notice Content – Employees must inform the FMLA Coordinator of the need for FMLA-qualifying leave and the anticipated timing and duration of the leave, if known. Employees may do this either by requesting FMLA leave specifically, or explaining the reasons for leave so as to allow the City to determine that the leave is FMLA-qualifying.

Calling in sick without providing the reasons for the needed leave will not be considered sufficient notice for FMLA leave under this policy. Employees must respond to the City's questions to determine if absences are potentially FMLA-qualifying.

If employees fail to explain the reasons for FMLA leave, the leave may be denied. When employees seek leave due to FMLA-qualifying reasons for which the City has previously provided FMLA-protected leave, they must specifically reference the qualifying reason for the leave or the need for FMLA leave.

When Requesting Intermittent or Reduced Schedule Leave – When requesting intermittent or reduced schedule leave for planned medical treatment for the employee or a family member, including during a period of recovery from a serious health condition or to care for a covered service member, employees must consult with the City and make a reasonable effort to schedule treatment so as not to unduly disrupt the City operations, subject to approval from the health care provider. Employees must consult with the City prior to the scheduling of treatment to work out a treatment schedule that best suits the needs of both the City and the employees, subject to the approval of an employee's health care provider. If employees providing notice of the need to take FMLA leave on an intermittent basis for planned medical treatment neglect to fulfill this obligation, the City may require employees to attempt to make such arrangements, subject to the approval of the employee's health care provider.

The City may temporarily transfer employees during the period that the intermittent or reduced leave schedules are required to alternative positions with equivalent pay and benefits for which the employees are qualified and which better accommodate recurring periods of leave.

When employees seek intermittent leave or a reduced leave schedule for reasons unrelated to the planning of medical treatment, employees must advise the City of the reason why such leave is medically necessary, upon request. When intermittent or reduced schedule need is sought, the City and employee shall attempt to work out a leave schedule that meets the employee's needs without unduly disrupting the City operations, subject to the approval of the employee's health care provider.

Submit Medical Certifications

Depending on the type of FMLA leave sought, employees may be required to submit medical certifications supporting their need for FMLA leave. The certifications may include an initial certification, a re-certification and a return to work/fitness for duty certification.

It is the employee's responsibility to provide the City with timely, complete and sufficient medical certifications. Whenever the City requests employees to provide FMLA medical certifications, the employee must provide it within 15 calendar days after the request unless it is not practicable to do so despite an employee's diligent, good faith efforts. The City shall inform employees if submitted certifications are incomplete or insufficient and provide employees at least seven calendar days to cure deficiencies. The City will deny FMLA leave to employees who fail to timely cure deficiencies or otherwise fail to timely submit requested medical certifications.

With the employee's permission, the City (through individuals other than the employee's direct supervisor) may contact the employee's health care provider to authenticate or clarify completed and sufficient medical certifications. If employees choose not to provide the City with authorization allowing it to clarify or authenticate certifications with health care providers, the City may deny FMLA leave if certifications are unclear. In its sole discretion, the City may waive its right to receive timely, complete and/or sufficient FMLA medical certifications.

Initial Medical Certifications – Employees requesting leave because of their own, or a covered relative's serious health condition, or to care for a covered service member, must supply medical certification supporting the need for such leave from their health care provider or, if applicable, the health care provider of the covered family or service member. The certification must state the date when the serious health condition commenced; probable duration of the employee or family member's condition or the estimated period of time during which the employee will be needed to care for the family member; and all appropriate medical facts upon which the opinion is based. Medical certification for employee's serious health condition will be provided using the DOL Certification of Health Care Provider for Employee's Serious Health Condition Form WH-380-E (<http://www.dol.gov/>). Medical certification for the family member's serious health condition will be provided using the DOL Certification of Health Care Provider for Family Member's Serious Health Condition Form WH-380-F (<http://www.dol.gov/>).

If the employee has provided 30 day notice of the need for leave, certification should be submitted before the leave begins. A new initial medical certification will be required on an annual basis for serious medical conditions lasting beyond a single leave year.

Certification must be provided within 15 calendar days of the request, unless not feasible under the circumstances. Failure to provide timely certification will result in denial of leave until the certification is provided.

The City may require a second medical opinion by an independent physician of its choice (and, in some cases a third opinion by a mutually agreeable physician) at the City's expense as a condition of the granting of FMLA Leave based on a serious health condition.

Medical Recertification – Depending on the circumstances and duration of FMLA leave, the City may require employees to provide recertification of medical conditions giving rise to the need for leave. The City will notify employees if recertification is required and will give employees at least 15 calendar days to provide medical recertification.

Keeping in contact with the City while on a FMLA Leave is important. Individuals are required to contact the Human Resources at least every 14 days regarding the expected length of the leave and when he/she intends to return to work. The City may require re-certification by the individual's health care provider every 30 days to support continuation of a leave based on a serious health condition.

Certifications for Military Family Leave (Exigency) – When employees seek leave due to qualifying exigencies arising out of the active duty or call to active duty status of a covered military member, the City may require employees to provide: 1) a copy of the covered military member's active duty orders or other documentation issued by the military indicating the covered military member is on active duty or call to active duty status and the dates of the covered military member's active duty service; and 2) a certification from the employee setting forth information concerning the nature of the qualifying exigency for which leave is requested. Employees shall provide a copy of new active duty orders or other documentation issued by the military for leaves arising out of a different active duty or call to active duty status of the same or a different covered military member.

When leave is taken to care for a covered service member with a serious injury or illness, the City may require employees to obtain certifications completed by an authorized health care provider of the covered service member. This certification will be provided using the DOL Certification for Serious Injury or Illness of Covered Service Member Form WH-385 (<http://www.dol.gov/>). In addition, and in accordance with the FMLA regulations, the City may request that the certification submitted by employees set forth additional information provided by the employee and/or the covered service member confirming entitlement to such leave.

Return to Work/Fitness for Duty Medical Certifications

Certification to return to work - Before returning to work, an individual who has been on FMLA Leave because of the individual's serious health condition must provide a certification from the individual's licensed health care provider that the individual is able to resume work and perform the essential functions of the job, with or without reasonable accommodation. Reinstatement will be denied until the required certification is provided.

Returning to work - Upon completion of FMLA Leave, an employee will be restored to the position held when the leave began, or to an equivalent position with the same or substantially equivalent position with the same or substantially similar benefits, pay and working conditions. Reinstatement to the same position with the same benefits may not be available in such a case where the employee's position or benefits change or have been eliminated during the employee's FMLA Leave.

If an exempt employee is among the highest paid ten percent of the City's employees and within 75 miles of his/her worksite, such an individual may be denied reinstatement if it would impose a substantial economic injury to the City. The City will notify the employee if he/she is a "highly compensated" employee, if the City intends to deny reinstatement, and of one's rights in such instances.

Failure to return to work - An employee who fails to return to work after the expiration of FMLA Leave will be considered a voluntary resignation. The City may recover from the employee the cost of any payments made to maintain the individual's health care coverage during the leave, unless the failure to return to work was due to reasons beyond the employee's control.

General Rules of Leave

Employees may elect to use or the City may require employee to use, any accrued paid time while taking unpaid FMLA Leave. The substitution of paid time for unpaid FMLA leave time does not extend the length of FMLA Leave and the paid time will run concurrently with an employee's FMLA entitlement.

Upon written request where allowed by law, the City will allow employees to use accrued paid

time to supplement any paid benefits the employee is receiving while on leave.

Leaves of absence taken in connection with a disability leave plan (e.g. sick and accident) or worker's compensation injury/illness shall run concurrently with any FMLA Leave entitlement.

Vacation and personal time for non-exempt employees will not accrue during the FMLA Leave.

Employees will be subject to immediate termination of employment for:

1. Failure to return to work as scheduled following the end of a medical or family leave;
2. Failure to return to work within the maximum time allowed for a leave;
3. Providing false or misleading information or omitting certain information in connection with a family or medical leave;
4. Working for any other business or entity unless prior approval is given by the City Manager in writing;
5. Failure to provide any periodic updates required by the City; or,
6. Violation of any of the City's rules and regulations relating to a family or medical leave (or any other policy).

Intent to Return to Work From FMLA Leave

On a basis that does not discriminate against employee on FMLA leave, the City may require an employee on FMLA leave to report periodically on the employee's status and intent to return to work.

CHARLEVOIX CITY COUNCIL

All Other Actions and Requests

TITLE: Employee Handbook Revisions

DATE: August 20, 2018

PRESENTED BY: Mark L. Heydlauff, City Manager

BACKGROUND:

I am proposing revisions to the City of Charlevoix Employee Handbook which was last approved by the City Council on December 7, 2015. Proposed changes are due to a desire to afford non-union employees similar benefits as some union members, and other necessary changes and corrections. Below is a summary of the proposed revisions to the Employee Handbook:

- Modified Sick Leave, Vacation Leave and Longevity to align with union members.
- Established a two weeks paid Parental Leave.
- Modified the current self-funded Sick and Accident Policy and replaced it with a Short Term and Long Term Disability Plan purchased through The Standard Insurance Company.
- Added a City ICMA Match of 1.9% to align with the union.

RECOMMENDATION:

Motion to approve the revisions to the City of Charlevoix Employee Handbook with a revision date of September 1, 2018.

ATTACHMENTS:

- ▢ Employee Handbook - Revision September 2, 2018

City of Charlevoix

Employee Handbook

City of Charlevoix
Charlevoix, Michigan
231-547-3270
www.charlevoixmi.gov
September 2, 2018

Approved by City Council: *Pending Approval*

THIS EMPLOYEE HANDBOOK IS NOT INTENDED TO SERVE AS A CONTRACT OF EMPLOYMENT -- EXPRESS OR IMPLIED. Unless otherwise stated by contract, the City of Charlevoix offers all employment “at will”. That is, either the employee or the employer may terminate employment at any time, with or without cause and with or without notice.

This employee handbook is intended solely for informational and guidance purposes with respect to areas of employment relations covered within it. The information in this handbook reflects the policies, procedures, and benefits in publication. THE CITY RESERVES THE RIGHT TO CHANGE, DELETE, OR ADD POLICIES, PROCEDURES OR BENEFITS AT ANY TIME, IN ITS SOLE DISCRETION, WITH OR WITHOUT NOTICE.

THIS EMPLOYEE HANDBOOK IS, AND SHALL REMAIN, THE PROPERTY OF THE CITY OF CHARLEVOIX. THE HOLDER OF THIS HANDBOOK MUST SURRENDER IT UPON TERMINATION/RESIGNATION OR UPON RECEIPT OF A NEW HANDBOOK.

NOTE: The City of Charlevoix is also referred to in this Handbook as “the City”.

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SECTION 1: GENERAL INFORMATION

1.1 APPLICABILITY AND SCOPE OF COVERAGE

This Handbook summarizes personnel policies and benefits that are applicable to all City employees (unless otherwise noted). For example, employees who are members of a union that have a signed current/valid Collective Bargaining Agreement with the City will be entitled only to those benefits specified in the union contract. All other aspects of this Handbook will apply to union employees unless abridged or modified by the Contract: the union contract shall be the governing document for such abridgements or modifications.

Similarly, the City may enter into individual employee contracts at certain levels. In such cases, the contract terms will take precedence; the Handbook will apply only when the contract is silent.

1.2 PURPOSE OF THE HANDBOOK

The Handbook is designed to acquaint the employee with the City, to provide a ready reference for most employment questions, and promote uniform understanding and application of the City's policies, procedures, practices, and benefits. Moreover, the Handbook identifies individual authority for policies, procedures, practices, and benefits.

The contents of this Handbook constitute only a summary of the employee benefits, personnel policies, and employment regulations in effect at the time of publication. In the insurance and benefit plans, the current insurance or benefit plan documents will provide further details.

1.3 RESERVATION OF RIGHTS

The City reserves the right to make changes in policies, procedures, or benefits at any time, with or without notice; however, changes will apply prospectively only. Changes in policies, procedures, or benefits described in this Handbook may be made only by the City Manager with appropriate City Council approval. No one is authorized to add, delete, or otherwise alter the policies stated in the Handbook through oral or written statements except as stated above. This Handbook should not be viewed as creating any kind of employment contract. The employee has the right to terminate his/her employment at any time and the City has the same right.

1.4 EXCLUSIVE POLICY STATEMENT

The policies stated in this employee handbook are the property of the City and supersede all previous policies, practices, and/or verbal statements of anyone associated with the City, its predecessors and/or its authorized agents.

1.5 EMPLOYMENT AT-WILL

This Handbook is not intended nor does it create or imply the existence of a contract of employment. Employment with the City is "at-will" unless covered under a contract. This means that an individual employee or the City may terminate the employment relationship at any time, with or without cause, with or without notice. This standard of employment is applicable to all employees, regardless of status, unless an employee has a written employment contract with the City. No representative of the City has the authority to enter into any agreement for employment for any specified period of time or to make any agreement contrary to the foregoing with the exception of an agreement in writing, signed by the City Manager. The City Charter, however, provides that the City Council may enter into employment contracts with individuals for certain enumerated positions, such as the City Manager position.

1.6 EQUAL EMPLOYMENT OPPORTUNITY

The City is an equal employment opportunity employer and provides employment and advancement opportunities to its employees without discrimination because of race, color, religion, sex, age, national origin, disability, military status, genetic information, or any other protected characteristic established by law. This policy of equal employment opportunity applies to all policies and procedures relating to recruitment and hiring, compensation, promotion, training, benefits, termination, or other terms and conditions of employment. All positions are filled on the basis of the applicant's qualifications for the job: ability, experience, and education required to perform the position.

If an employee believes that he or she has been the victim of discrimination, he/she should bring the matter immediately to the attention of the department head, Human Resources, or the City Manager. After receiving such a complaint, the City will undertake a full and complete investigation of the charges. If it is determined that discrimination has occurred, the City will take steps to eliminate that discrimination and will take disciplinary action against any employee whom it determines engaged in discriminatory behavior. The City prohibits retaliation against any employee who reports discrimination or harassment or who participates in an investigation of such reports.

1.7 AMERICANS WITH DISABILITIES (ADAAA) AND MICHIGAN PERSONS WITH DISABILITIES CIVIL RIGHTS ACT (PWDCRA)

Consistent with the Americans with Disabilities Act and Amendment Act (ADAAA) and the Michigan Persons with Disabilities Civil Rights Act (PWDCRA), the City does not discriminate against qualified individuals with regard to job application procedures, hiring, termination, employee compensation, advancement, job training, or other terms, conditions, and privileges of employment. Moreover, the City will make every effort to make reasonable accommodations for individuals with disabilities.

Pursuant to MCLA 37.1210(18), the PWDCRA, a person with a disability or handicap who requires reasonable accommodation to perform the essential functions of his/her job, must notify the City Manager of that need, in writing, within 182 days after the need is known.

1.8 WORKPLACE HARASSMENT

It is the position of the City that harassment of applicants, employees, and others on the basis of race, religion, color, national origin, ancestry, handicap, medical condition, disability, marital status, age, gender, and genetic information is unacceptable and will not be tolerated. It is also the position of the City that no one will be retaliated against for making a complaint of harassment. This policy applies to all employees, contractors, vendors, and others who represent the City.

Sexual harassment has been defined generally as including "unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature, whenever (1) submission to the conduct is either an explicit or implicit term or condition of employment; (2) an employee's reaction to the conduct is used as a basis for employment decisions affecting that employee; or (3) the conduct has the purpose or effect of interfering with the employee's work performance or creating an intimidating, hostile, or offensive working environment."

- No employee or applicant should be subjected to unsolicited or unwelcome sexual overtures, nor should any employee or applicant be led to believe that an employment opportunity or benefit will in any way depend upon "cooperation" of a sexual nature.
- Sexual harassment is not limited to demands for sexual favors. It also may include such actions as (1) sexually-oriented verbal "kidding," "teasing," or jokes; (2) repeated offensive sexual flirtations, advances, or propositions; (3) continued or repeated verbal abuse of a

sexual nature; (4) graphic or degrading comments about an individual or his or her appearance; (5) the display of sexually suggestive objects or pictures; (6) subtle pressure for sexual activity; and (7) physical contact or blocking movement.

- Sexual harassment does not refer to occasional compliments of a socially acceptable nature or consensual personal and social relationships (without a discriminatory employment effect). It refers to behavior which is not welcome and which is personally intimidating, hostile, or offensive.

Other prohibited forms of harassment include jokes, verbal abuse and epithets, degrading comments, the display of objects and pictures and other offensive conduct relating to an individual's race, religion, color, national origin, ancestry, handicap, medical condition, disability, marital status, or age as defined and protected by applicable law.

Any employee who feels that he or she has been the subject of harassment (or who has reason to believe that someone else has been the subject of harassment) has the obligation to notify the City Manager or any other department head immediately. The complainant is expected to provide information that the City requests, including a detailed account of the incident(s) complained of, witnesses (if any), dates, and other information considered relevant by the City. A prompt investigation of the matter will be made. All employees - whether complainant, witness or accused - are required to be truthful, accurate, and cooperative during the City investigation(s).

Anyone who is found to have engaged in workplace harassment will be subject to appropriate discipline, which may include termination of employment. Nevertheless, no one should be presumed to be in violation because an investigation is being conducted.

1.9 RELATIVES/NEPOTISM

The City of Charlevoix is committed to a policy of employment and advancement based on qualification and merit and does not discriminate in favor of or in opposition to the employment of relatives.

Definitions:

Relative/Family Member. Family member is defined as one of the following: relationships by blood or adoption – parent, child, grandparent, grandchild, brother, sister, uncle, aunt, nephew, niece, first cousin; and relationships by marriage (as defined by state law) – husband, wife, step-parent, step-child, brother-in-law, sister-in-law, father-in-law, mother-in-law, son-in-law, daughter-in-law, half-brother, half-sister, uncle, aunt, nephew, niece, spouse/partner of any of the above, and cohabitating couples/significant others.

Direct Supervisory Position. Direct line of authority through which employees can initiate or participate in decisions directly benefiting the relative. Such decisions include (but are not limited to) hiring, retention, transfer, promotion, wages, training, and leave requests.

Relatives of persons currently employed may be hired only if they will not be working directly for or directly above a relative, or if they will not occupy a position in the same line of authority. Due to the potential for perceived or actual conflicts of interest, the following restrictions apply to the hiring of relatives:

- Individuals will not be hired or promoted into a position that would create a conflict.

- If employees begin a dating relationship or become relatives, partners or members of the same household, and one party is in a supervisory position, the higher ranking person is required to inform the department head and City Manager of the relationship.
- Employees who find themselves in a position of perceived or actual conflict of interest will have 60 days to resolve the situation on their own, for example, by means of a transfer within or employment outside the City. Thereafter, the employees' supervisors will work with the City Manager to determine the most appropriate action for the specific situation. This may include transfer or, if necessary, termination of one of the employees.

If action is taken by the City, such as a reduction-in-force, which results in an involuntary circumstance in which two relatives, partners, or members of the same household report to each other, one of the employees must be reassigned within 60 days. During those 60 days, the senior ranking employee may not have involvement or direct input in the employment decisions of the other employee and must defer such decisions to the City Manager or his/her designee.

Any exceptions to this policy must be approved by the City Manager and must be accompanied by written justification.

SECTION 2: EMPLOYMENT POLICIES

2.1 EMPLOYMENT REFERENCE CHECKS AND BACKGROUND INFORMATION

The City may conduct background checks (including criminal, credit, references, driving record history, et al) of applicants and employees for/in certain positions. An authorization signed by the applicant is required as a prerequisite for employment with the City. This requirement does not change the at-will nature of employment with the City. Similarly, it should not be interpreted as a job offer.

2.2 EMPLOYMENT CLASSIFICATION

Employees are classified by two different categories for payroll and benefit purposes (regular or seasonal). These classifications do not guarantee employment for any specific period of time, and therefore the employee is still at-will.

Each City employee will be classified in one of the following categories:

Regular full-time - An individual who has been hired to work at least 30 hours a week, 130 hours per month, or 1560 hours per year in a position/appointment of indefinite duration. These employees are eligible for benefits.

Regular part-time - An individual who has been hired to work less than 1560 hours a year in a position/appointment of indefinite duration. These employees may be eligible for some benefits as set forth elsewhere in the Handbook.

Seasonal or Temporary - Seasonal or temporary employees are hired for a specific season, a specific task or a specific time, usually less than six months but not to exceed 12 months. All seasonal employees are non-union, at-will, and are not eligible for benefits.

In addition to the above categories, each employee is designated as either EXEMPT or NON-EXEMPT as required by Federal Law. Non-exempt employees are entitled to compensation at

time and a half for each hour worked over 40 in a work week. Exempt employees are paid on a salary basis and are not entitled to overtime.

An employees' EXEMPT/NON-EXEMPT status is determined by the employee's job duties meeting certain tests set forth in the Fair Labor Standards Act and such classification may only be changed by management with written notification.

2.3 INTRODUCTORY PERIOD & PERFORMANCE EVALUATIONS

A specified period of time (normally three months), is set aside during which a newly hired, promoted, or transferred employee's performance is evaluated. However, this period does not alter the at-will nature of employment. One's employment may be terminated by the City or the employee at any time for any reason or no reason, with or without notice.

All employees receive regular performance evaluations.

2.4 ATTENDANCE

The regular, daily attendance of each employee is essential to the successful operation of the City. Regular and prompt attendance at work is required of all employees. However, it is understood that unavoidable circumstances may require an employee to be absent or tardy on occasion. If any employee will be absent/tardy, he/she must notify his/her supervisor within a half hour of his/her scheduled starting time.

An absence may be excused for personal or family illness, jury duty, a death in the immediate family, or several other reasons that require an employee to miss a part of or all of a scheduled workday. An employee must be able to substantiate the reasons for an absence should the City ask him/her to do so. Such absences will be recorded as excused if the employee asks his/her supervisor for the necessary time off in advance and obtains prior approval.

An employee's failure to request advance approval, or to report his/her absence in the manner described above, will result in the absence being recorded as unexcused. All instances of absence/tardiness will be noted in employees' attendance records and may heavily affect his/her evaluation. If an employee's attendance record indicates frequent absences, he/she will be required to document reasons for subsequent absences at the request of management, so the absence can be excused. Unexcused or excessive tardiness or absenteeism could result in disciplinary action up to and including termination.

Unreported absences (no call, no show) for three (3) consecutive days will be deemed an immediate, voluntary resignation.

2.5 ETHICAL CONDUCT

The City Council passed an Ethical Conduct Ordinance (No. 793 of 2018). This ordinance applies to all employees. See Appendix A to view this ordinance.

2.6 RULES OF CONDUCT

As representatives of the City, employees are expected to dress* and conduct themselves in a professional manner while representing the City. They are required to report to work on time, ready to work in a safe and efficient manner and to follow the rules required of the assigned department, written or implied. Employees will immediately report any safety violation to his/her supervisor. (See Section 5 – Safety Policies.)

* It is the City's expectation that employees dress appropriately while representing the City, especially if they are dealing with the public in person. Our employees must use their own good judgment and err on the side of caution.

Honesty and integrity are important personal qualities. Dishonesty in any form, including but not limited to falsifying one's employment application or any other records connected with one's employment, will not be tolerated, and will be grounds for discipline up to and including immediate termination. The City expects strict adherence to all Federal, State, and Local laws.

Following is a list of unacceptable behaviors which may result in disciplinary action up to and including termination. Other inappropriate behaviors or actions may be subject to disciplinary action up to and including termination as well.

1. Making false statements as to the reasons for being absent or reasons for not properly reporting an absence.
2. Failure to call-in an absence in a timely manner.
3. Leaving work without the supervisor's permission.
4. Abuse of sick/time off policies.
5. Failure to start work promptly after breaks and meal periods.
6. Unauthorized possession of City property or another employee's property.
7. The making or publishing of any vicious, defamatory, malicious, or deliberately false statements concerning any employee, supervisor, the City or its work or services.
8. Theft or misappropriation of City property or another employee's property.
9. Deliberately damaging, misusing, destroying, abusing, or misplacing property/records belonging to the City or another employee.
10. Disorderly conduct, horseplay, threatening, or abusive behavior or interfering with another employee or supervisor.
11. Discourteous conduct toward citizens or other employees.
12. Use of offensive or abusive language.
13. Instigating a fight or fighting on City premises at any time.
14. Sabotage.
15. Refusal to perform a job assignment or insubordination.
16. Carelessness, failure to meet work standards, or failure to follow instructions.
17. Sleeping on City time.
18. Conviction of a felony while a City employee.
19. Violation of the City's Substance Abuse Policy.
20. Smoking in unauthorized places.
21. Causing hazardous or unsafe working conditions.
22. Violation of a safety rule.
23. Violation of the City policy governing telephone, computer, and voicemail usage.
24. Failure to immediately report any work-related injury or illness.
25. Falsification of time card/sheet.

2.7 SUBSTANCE ABUSE

Employees are the City's most valuable resource and employee health and safety are paramount. Hence, the City of Charlevoix is committed to maintaining a workplace free from drugs and alcohol. Moreover, the public has a right to expect that City personnel are physically and mentally prepared to perform their duties at all times. All employees must understand their responsibility to preserve the public's trust and confidence. Therefore, consent to and compliance with this policy is a condition of employment.

Employees are prohibited from the use, possession, storage, manufacture, distribution, or sale of illegal drugs (including marijuana and inhalants), illegal drug paraphernalia and/or alcohol while on duty or when performing or in a state of readiness, such as lunch or rest breaks, and whether on or off City premises. Employees shall not report to or be at work after consuming alcohol and/or after taking illegal drugs. In addition, employees shall not intentionally misuse any prescription or over-the-counter medication. Misuse includes using another individual's prescription medication or providing a prescription medication to an individual other than the one for whom the prescription was written. Employees must notify their department heads of the anticipated use of any medication that can affect the employee's physical or mental ability to perform required work.

Employees shall be subjected to drug and alcohol testing if a reasonable suspicion is presented, if they are involved in a work-related accident, and/or if they are charged with a drug-related criminal offense. Employees normally shall be sent for testing only while reporting to, at work, or on the employer's premises. Reasons for testing shall be documented in writing and provided to the employee.

Employees must notify their department head within five (5) days of any criminal drug statute convictions. Future conviction, guilty plea, or plea of *nolo contendere* (no contest) for a drug-related criminal offense; a refusal by the employee to consent and to cooperate regarding drug and alcohol testing, including without limitation, tampering or substitution of a specimen; testing positive for an illegal drug or alcohol; and any other violation of this policy will result in disciplinary action up to and including immediate termination from employment.

Consistent with the Drug Free Workplace Act, the City of Charlevoix requires all employees to abide by the conditions set forth here.

2.8 POLITICAL ACTIVITIES

All City employees shall be entitled to exercise their rights as citizens subject to applicable State and Federal laws. To the extent political activity of certain kinds and types may interfere with the performance of their duties, employees shall be expected to follow the guidelines below:

- While on City time or in the course of performing their job duties, employees will refrain from all election-related activity, electioneering, and/or campaigning.
- Employees will not work as partisan poll workers or challengers in local City elections.
- No City employee will be required or expected to contribute funds, time, services, or assistance to any election campaign or issue or to support any candidate or issue in any election.
- No employee will serve as an elected official of the City, nor shall he/she serve in any elected position that may produce a conflict of interest with the City.
- Employees are prohibited from using their official capacity as an employee with the City to influence, interfere with or affect the results of an election.

In addition, a City employee is not eligible to be a member of the City Planning Commission [Section 15(5) of the planning enabling act, MCL 125.3815(5)].

2.9 RESIDENCY

Within 90 days of their date of employment, all regular full-time employees are required to reside within twenty (20) miles of the nearest boundary of the City of Charlevoix. The City Manager may allow an additional 90 days for a new employee to comply with residency requirements. If the employee's spouse is employed by a public employer and a conflicting/competing residency requirement results, this section shall not apply to the City of Charlevoix employee (prohibited by MCL 15.602).

2.10 DISSEMINATION OF INFORMATION

When dealing with the public, employees must keep in mind that they should be courteous and provide factual answers to questions. Questions pertaining to areas outside the employee's level of responsibility or expertise are to be referred to the proper department or department head.

All news relating to policy will be released via the City Manager's office. Hence, dissemination of information to the public shall be approved by the City Manager and handled only by those employees with direct knowledge of and responsibility for the subject.

2.11 CONFIDENTIALITY

Employees of the City may, from time to time, come in contact with information that is confidential. Any and all information gathered or heard by employees during their employment will be construed as the property of the City and must be held confidential. Such information may include, but is not limited to, the identity of customers, business plans, financial information, information concerning other employees, or other business-related information. Requests for information that may be confidential will be directed to the City Manager. Moreover, the information remains the property of the City after termination.

2.12 SOCIAL SECURITY NUMBER PRIVACY

In accordance with the Social Security Number Privacy Act, the City will keep all social security numbers confidential and will not disclose social security numbers unlawfully. Personnel and payroll records are kept in locked file cabinets, accessible only to the City Treasurer/payroll, Human Resources, and the City Manager. The City uses one's social security number only for limited administrative purposes, as allowed by law. Currently, these include: to verify employment, to investigate driving history, and to administer City benefit programs. In accordance with record retention guidelines any documents containing social security numbers will be shredded. Any person who violates this privacy policy is subject to discipline up to and including termination.

Note: See Appendix B for City of Charlevoix Resolution No. 2006-03-01, Resolution Establishing Social Security Number Privacy Policy.

2.13 PRIVACY POLICY DISPOSAL/SHREDDING OF SENSITIVE DATA

The City has procedures in place for the disposal of sensitive data in compliance with the Federal Trade Commission regulation of 2004. This regulation dictates the proper disposal of consumer report information and records under the Fair and Accurate Credit Transaction Act of 2003 (FACTA, Pub. L. 108-159, 111 stat. 1952) and the Fair Credit Reporting Act (FCRA 15 USC 1681 et seq.). Accuracy, privacy, limits on information sharing, and new consumer rights to disclosure are included in the FACTA (Pub. L. 108-159, 111 Stat. 1952). These added sections are intended primarily to help consumers fight the growing crime of identity theft.

Sensitive data includes:

1. Personal information including telephone numbers, addresses, and/or social security numbers.
2. Credit checks, background checks, or consumer reports.

All employees that have access to or obtain sensitive data must keep the information confidential. Should any document containing sensitive data need to be disposed of, such document will be shredded. Employees in violation of this policy will be subject to discipline up to and including termination of employment.

2.14 KEEPING US INFORMED

The employee's current address, telephone number, emergency contact, and information about family status must be recorded in the office. Any changes in this information must be reported immediately in writing to Human Resources. This is very important to the employee and the City in the event of an emergency and in connection with such things as Social Security, reporting tax withholding, insurance benefits, correspondence, changes in work schedules, etc. Notify the City whenever changes occur in the following areas:

1. Change of home address and/or telephone number;
2. Marital status (marriage, divorce, or legal separation, etc.)
3. Birth or death in the immediate family;
4. Legal change of name;
5. Changes in citizenship status;
6. Changes affecting insurance programs, such as beneficiaries;
7. Health issues or disabilities that require a workplace accommodation; or
8. Work-related injury or illness.

2.15 SECONDARY EMPLOYMENT AND COMMUNITY INVOLVEMENT

A regular employee may accept secondary employment on his/her own time if it does not interfere or conflict with the employee's performance of his/her primary City job.

This policy also applies to City employees who wish to perform a second City job, such as a seasonal position. The City may also refuse to approve the hiring of a current City employee for a second City position, seasonal or otherwise, for any reason, including but not limited to avoiding overtime liability. Exempt City employees are prohibited from taking a second job with the City.

Similarly, employees are encouraged to engage in community and charitable activities, including directorships in non-profit community organizations, as long as such involvement does not conflict with City interests or create demands that interfere with the employee's primary City job duties.

2.16 JOB POSTINGS

All open positions will be posted at City Hall and on the City's website. Employees are responsible for monitoring job opening notices and for completing and submitting an application form during the posting period for a particular job. All job postings should contain the job title, department, and a brief description of the hiring specifications and duties.

To be eligible to apply for a posted position, the employee must be capable of performing the essential functions of the job, with or without accommodation.

2.17 RESIGNATIONS AND TERMINATIONS

Although the employee or the City may terminate the employment relationship at any time, the City requests that the employee provide a minimum of a two week notice of his/her intent to resign.

Failure to provide this notice will be noted in the personnel file and may affect the employee's eligibility for re-employment with the City.

Upon retirement, resignation, or termination, employees are expected to return the City's equipment (e.g. keys, pagers, files, papers) in good working condition within 24 hours of departure. If equipment is not returned, a payroll deduction may be arranged to recover the replacement cost(s) of said equipment.

If possible, the City Manager or his/her designee will conduct an exit interview with a departing employee.

An employee whose employment ended in good standing may be considered for re-hire.

2.18 PERSONAL PROPERTY

Employees should exercise care over any personal property or effects (purses, money, etc.) they bring onto the City premises. The City is not responsible if such items become damaged, lost, or stolen.

2.19 RIGHT OF INSPECTION AND SEARCH

The City reserves the right to search City vehicles and lockers if a reasonable suspicion exists, based on specific objective facts and reasonable inferences drawn from those facts, that stolen property, unauthorized prescription drugs (prescription drugs not prescribed for the person who has them), illegal drugs, controlled substances, or alcohol will be found on the person or in the particular place to be searched.

2.20 USE OF CITY VEHICLES

City-owned vehicles used by City employees will be available for official use during working hours only. The exceptions to this rule are at the discretion of the City Manager and the department head to determine an employee's access to City vehicles outside working hours. Authorization of extended use will be made in writing. All City employees will pick up and return the City vehicle to the same designated parking area at the beginning and end of each work period (i.e., start of shift to lunch hour; end of lunch hour to end of shift; start to end of any work periods; or in response to emergency service calls).

There will be no smoking or pets allowed in City vehicles. City vehicles interiors will be kept neat and free of garbage. Interiors will be wiped down and exteriors washed as needed.

2.21 VEHICLE SAFETY

When driving City vehicles or when driving any vehicle for the purpose of conducting City business, traffic laws and safety rules must be complied with, as well as the rules stated in the Substance Abuse policy. Also, all employees driving such vehicles must have a valid driver's license and have the valid driver's license on their person at all times.

Under no condition are employees allowed to give non-employees permission to drive City vehicles. The picking up of hitchhikers or transporting unauthorized persons/packages is strictly prohibited. Seatbelts must be worn at all times.

If an employee is involved in any accident while operating a City vehicle, he/she is to notify his/her supervisor immediately. In addition, it is the employee's responsibility to notify the City Manager or department head of any change of status (restriction, suspension, etc.) on his/her driver's

license prior to driving any City vehicle or when driving any vehicle for the purpose of conducting City business.

Cell phone usage while driving greatly compromises reaction time and is a dangerous distraction. Talking on a cell phone while driving is legal, however, texting is illegal. The City highly recommends that employees avoid using their cell phone while driving and instead pull over to a safe area or use a hand-free device.

2.21 (a) IDLING GUIDELINES FOR CITY VEHICLES

On June 20, 2011, City Council passed the following:

I. PURPOSE

These idling guidelines are intended to reduce City operation expenses, lower emissions produced by City vehicles and improve air quality for residents and visitors. The City of Charlevoix strives to improve the quality of life for its residents by protecting the natural environment.

II. RESEARCH

Well-documented research has proven that:

1. Excessive warm-ups are harmful to the engine and the environment.
2. Excessive idling hurts engines and the environment.
3. Block-heaters are good for engines and the environment.

III. GUIDELINES

No City of Charlevoix vehicle or piece of equipment should be left running when the driver is not present after proper start procedures. A City vehicle will not be permitted to idle unnecessarily, unless it is being operated according to the manufacturer's specifications or unless specifically exempted below. Diesel and gas engines are subject to different exemptions. There shall be no idling near air intakes, e.g. ambulance docks, or near groups of people, e.g. parades.

IV. EXEMPTIONS

A. For Police and Public Works Vehicles

1. Police and Public Works vehicles may be allowed to idle at the scene of an emergency response where lights and other accessories are needed in order to respond to the situation. This includes vehicles that need to run in order to charge batteries and run lights, etc. for their primary function.
2. Police and Public Works vehicles may be allowed to idle during non-emergency response situations, such as traffic detail, only when idling is necessary to perform the job at hand.
3. Emergency vehicles, such as ambulance and police vehicles, which may have contents sensitive to extreme heat and cold may be allowed to idle as necessary to maintain adequate internal temperatures.
4. Vehicles with passenger compartments that need to be maintained at a reasonable temperature may be permitted to idle during extremely hot or cold weather conditions.

B. For All Vehicles

1. Any vehicle that needs to be running during service or repair is permitted to idle, but only for as long as absolutely necessary.
2. Any vehicle that needs to defrost its windshield in order to drive safely is permitted to idle, only for as long as it takes to defrost and maintain a clear windshield.

C. Additional Diesel Engine Specific Exemptions

1. Regardless of weather conditions, a diesel engine may be permitted to warm up for no more than five (5) minutes.
2. It is encouraged that block heaters (with timers) be installed and used in diesel-powered vehicles, in which case the above exemption for diesel engines will not apply, except when the vehicle is away from its garage.

3. Exemption C.1, above, does not apply if a vehicle is already warmed up and an operator stops the vehicle for a short time (i.e. quick coffee break) or if the diesel vehicle is stored inside and the inside temperature is substantially higher than outside.

There will be an educational period of fifteen (15) calendar days during which supervisors should educate their employees regarding these guidelines. After this period, it will be the responsibility of supervisors to enforce these guidelines. Department heads will be asked to monitor compliance and report to the City Manager within six (6) months of these guidelines taking effect. Department heads will also be encouraged to make suggestions for improvements or changes, especially in cases where the guidelines cause hardships, and are unworkable or lead to unsafe conditions.

2.22 USE OF OTHER CITY PROPERTY

Personal use of other City property (e.g., copy machine, cell phone) is permitted only with approval by the City Manager or his/her designee. Permission to use the City's property must be approved prior to use. Failure to obtain permission to use City property for personal use while on the job may result in discipline, up to and including immediate termination.

2.23 PERSONAL TELEPHONE CALLS & TEXTS

Employees may make local calls/texts (or receive personal calls/texts) only in case of emergency or on work breaks. Lengthy or frequent calls may result in the loss of this privilege. Violation of this policy will result in discipline up to and including immediate termination.

2.24 COMPUTERS, EMAIL, AND INTERNET USAGE

The City's computers, internet, email system, software, electronic files, and telephone systems are intended for City business only. All information on City computers, **network**, email and voicemail systems are the sole and exclusive property of the City.

Because of the nature of this data, the City reserves the right to examine, monitor, regulate, and access all information on the City computers, **network**, files, email and voicemail systems, internet usage, and any information transmitted by or stored in its technology systems, whether onsite or offsite, even if personal passwords have been assigned.

Internal and external e-mail, voice mail, text messages and other electronic communications are considered business records and may be subject to legal discovery so employees must be aware of this possibility when communicating electronically within and outside the company.

Employees do not have a personal privacy right to any matter created, received, or sent from the City's telephone, **network**, Internet or email systems. Therefore, employees should not put personal data or other information on these computers.

Employees are prohibited from downloading, copying, or acquiring any software without prior written consent from their department head. Copyrighted materials belonging to entities other than the City's may not be transmitted by employees on the company's network without permission of the copyright holder.

Due to the significant risk of harm to the City's electronic resources, employees should not bring personal computers or data storage devices (such as CDs/DVDs, external hard drives, USB / flash drives, "smart" phones, iPods/iPads/iTouch or similar devices, laptops or other mobile computing devices, or other data storage media) to the workplace and connect them to the City's electronic systems unless expressly permitted to do so by their Department Head.

Email may not be used to solicit or to advocate non-city or purely personal interests, religious or political causes. Employees may not use the City's Internet, e-mail or other electronic communications to transmit, retrieve or store any communications or other content of a defamatory, discriminatory, harassing or pornographic nature. Messages with derogatory or inflammatory remarks about an individual's race, age, disability, religion, national origin, physical attributes or sexual preference is strictly prohibited.

An employee must receive permission from his/her manager to have his/her personal cell phone access his/her City's email account.

Employees who violate this policy will be subject to disciplinary action, up to and including termination of employment. Employees should notify their department head upon learning of violations of this policy.

2.25 CELL PHONE AND PAGER USE, LAPTOPS, AND GAS CARDS

Personal cell phones may be used during business hours when business needs require immediate access to a co-worker. The City may issue a business cell phone for work-related communications. Use of City cell phones for personal use other than in emergency situations is prohibited. In order to avoid incurring a tax liability for the personal use of this equipment, the employee should use such phones for business purposes only.

Note, however, that unless approved by the City Manager, the use of personal cell phones rather than City-provided phones for City business is not reimbursable.

Employees who are provided with City equipment are expected to protect equipment from loss, damage, or theft. The employee may be held responsible for any unauthorized charges and for replacement/repair charges incurred from the loss, damage, theft, or negligent use of the equipment.

2.26 SOCIAL MEDIA/NETWORKING

This policy covers employee activity on all social networking sites including, but not limited to, LinkedIn, Facebook, Twitter, YouTube, blogs, and any other online social networking or any other form of online publishing or discussion.

Social-networking activities by City employees are subject to all existing policies that govern the use of the City's rules of conduct, communication, and computer systems, as well as those policies that protect the confidentiality of City information, and those which prohibit unlawful discrimination or harassment.

If an employee participates in social networking online, he/she must make it clear in his/her on-line activity that the views and opinions expressed are his/her own, have not been reviewed by the City, and do not represent the views and opinions of the City. Consequently, employees should not use the name, logos, or copyright protected material of the City.

The following additional prohibitions apply:

- Employees are prohibited from listing the City email address unless the social networking site is used purely for City business or professional purposes.
- Employees are prohibited from disclosing information about City business or details of particular projects.

- Employees are prohibited from posting anything obscene, vulgar, defamatory, threatening, discriminatory, harassing, abusive, hateful or embarrassing about a fellow employee. Employees must remain respectful of the City and its services.
- Failure to obey this policy will lead to discipline.

Any information an employee creates, transmits, downloads, exchanges, or discusses on any social media site is subject to compliance monitoring and may be accessed by the City at any time without prior notice.

2.27 SMOKING POLICY

In compliance with the Public Health Clean Indoor Air Regulation, the City is a smoke-free working environment. The Clean Indoor Air Regulation states: "Smoking is prohibited in all enclosed areas within this worksite without exception. This includes common work areas, auditoriums, classrooms, conference and meeting rooms, private offices, elevators, hallways, medical facilities, cafeterias, employee lounges, stairs, restrooms, employer owned or leased vehicles if occupied by more than one employee, and all other enclosed facilities."

The regulation further states: "Smoking shall be prohibited near entrances, windows and ventilation systems of all worksites and public places where smoking is prohibited by this regulation. Any individual who owns, manages, operates or otherwise controls the use of any premises subject to jurisdiction under this regulation shall establish a no smoking area which extends a reasonable distance from any entrances, windows and ventilation systems to any enclosed areas where smoking is prohibited; such reasonable distance shall be a distance sufficient to insure that persons entering or leaving the building or facility shall not be subjected to breathing tobacco smoke and to insure that tobacco smoke does not enter the building or facility through entrances, windows, ventilation systems or any other means. All smoking trash receptacles shall be placed outside the no smoking area in order to discourage smoking in these areas."

This policy applies to all employees, volunteers, citizens, vendors, or contractors.

Persons observing a violation of this policy should bring it to the attention of the City Manager. Complaints will be investigated and action taken to resolve the issue as soon as possible.

Persons found to have violated this policy will be subject to disciplinary action. Any fines directed to the City will be the fiscal responsibility of the person or persons in violation of this ordinance.

2.28 WORKPLACE VIOLENCE

The City is committed to providing a safe, secure work environment for its employees and to helping prevent violence, threats, or intimidating actions by or against any employee or visitor on or off the premises while engaged in business.

The City may, in its sole discretion,

- Conduct pre-employment criminal background investigations before extending an offer of employment (or make an offer of employment contingent upon the results of a criminal background check).
- Implement security measures to restrict unauthorized entry to the premises, allow security surveillance of the premises, and otherwise foster an orderly and safe working environment.

- Promote through education and practices the value of a nonviolent environment and lifestyle.
- Discipline employees, up to and including termination of employment, who threaten or commit acts of violence, abuse, or intimidation. Threats and acts of violence include, but are not limited to, acts communicated orally, graphically, electronically, nonverbally or in written form, with or without acts of force.
- Remove immediately any City visitor or employee who threatens or commits an act of violence on the employer's premises.
- Pursue criminal prosecution as appropriate of employees or others who commit criminal offenses against the City or its employees.
- Encourage all employees to promptly notify management of any work-related threats or acts of aggression, abuse, or intimidation by employees or non-employees. Such reports will be treated in a confidential manner, to the extent feasible. The City will not permit or condone any retaliation against any employee who makes a report in good faith pursuant to this policy.
- Provide counseling, medical, security, or other services as needed to employees who are victims or witnesses of work-related violence.

SECTION 3: HOURS AND PAY PROCEDURES

3.1 WORK SCHEDULES

Work Day - The standard work day consists of eight (8) hours, although actual starting and ending times are dependent upon the needs of the various City departments.

Work Week - The standard work week is forty (40) hours, consisting of five (5) work days of eight (8) hours per day.

Police and EMS Personnel – Police and EMS Departments schedules will vary.

Flex Time - In some instances, when mutually agreed upon by the employee and the department head, the standard work day and work week schedule can be modified to provide for a “flex time” schedule which can include increasing the number of hours within a work day and decreasing the number of days in a work week.

Telecommuting - In some instances, when mutually agreed upon by the employee and the department head, a regular employee may perform all or a portion of his/her job duties from a location other than his/her regular work site.

3.1 (a) CITY EMPLOYEES RESPONDING TO EMERGENCIES

City employees who are also Paid-On-Call employees of the Charlevoix EMS Department and the Charlevoix Township Fire Department shall be allowed to respond to emergencies while at work under the following conditions:

1. The employee is engaged in a task that will not endanger a fellow employee or the public if the employee does not stay at their post.
2. The employee will only respond to true emergencies where lives are thought to be in danger, or there is a reasonable likelihood of significant property damage (no duty crew runs).

3. The incident commander shall allow that employee to return to their regular job as quickly as practical.

Note: Since EMS crews (unless there is a general call for all EMS personnel, which only happens in the case of a mass casualty incident) are scheduled in advance, this process does not include EMS runs.

When called to respond to an emergency while at work, the employee will clock out of their regular department. Upon returning to their regular job shift, the employee will clock back in.

3.2 TIME RECORDING

Accurate records of time worked are essential to both the employee and the City. The City has provided a means for accurately recording time worked, lunch periods, overtime, absences, etc. Accordingly, work performed by hourly employees must be recorded in accordance with specific departmental practice. Employees must “record in” when their shift/work day starts and “record out” at the end of their working time. All employees are required to record in and out using their own time card/sheet. Under no circumstances is an employee to record another employee’s time or permit another employee to record his/her time. If an employee forgets to record in or out, he/she must see his/her supervisor in order to record the correct time.

3.3 COMPENSATION/PAY

The City strives to ensure that all employees are paid fairly and that internal and external equity are maintained within the limits of its revenue stream. Hence, the City participates in and reviews the results of periodic salary surveys.

Pay will be at the rate provided on the “Employee Change of Status Report” form.

All employees are subject to deductions from pay for State and Federal income tax and Social Security/Medicare. In addition, regular full-time employees may be subject to deductions from pay for retirement. No other deductions will be made unless authorized by the employee or required by a governmental unit.

The work week for hourly employees begins Sunday at 12:01 a.m. and ends the following Saturday at midnight. The pay period shall be composed of two work weeks and the work year is 26/27 pay periods. Employees will be paid on Friday of every other week for work performed the preceding pay period. If the regular pay day falls on a holiday or weekend, pay will be received on the prior working day.

Whenever an hourly employee is called back due to an emergency to work after regular working hours and after the employee has left his/her last work site, the minimum payment shall be two (2) hours of work at the rate of time and a half.

Employees should review their pay stubs regularly and report any discrepancies or errors to the City within 14 days of receipt of an erroneous paycheck, so that the City can investigate and issue a corrected check in a timely fashion.

3.4 OVERTIME

Non-exempt employees shall receive time and one-half (1½) at their straight-time rate for all hours worked in excess of forty (40) in one work week. Sick, vacation, personal, and holiday will be counted as hours worked for the purpose of computing overtime payments. Unpaid leave shall not count as hours worked.

Exempt employees are paid on a salary basis and are not entitled to overtime. Refer also to Section 3.5 (a) Compensatory Time for Exempt Employees.

Overtime will only be approved when it is not possible to adjust work schedules to provide essential staffing. All overtime must be approved in advance by the employee's supervisor.

An employee who works overtime without prior approval from his/her supervisor will be subject to discipline, up to and including termination.

Training and Travel - Time spent in approved training activities, meetings, and conferences is considered compensable for the purposes of calculating non-exempt overtime; however, time spent in travel is considered compensable time worked only in so far as it meets certain conditions.

Home-to-work travel – Generally home-to-work travel is not considered compensable time, regardless of how long the commute or whether the employee travels to a different worksite for the job.

Overnight travel – Travel away from home is work time when it crosses the employee's work day because it merely replaces other duties. Overnight travel outside the employee's normal work schedule is not compensable (in terms of calculating overtime pay) unless it is active/productive. That is, the time an employee spends traveling is considered active work and compensable. Similarly, time spent driving oneself (versus traveling as a passive passenger on a public conveyance) is also considered time worked. Again, meals and sleep time are not considered compensable hours worked in the calculation.

3.5 COMPENSATORY TIME FOR NON EXEMPT EMPLOYEES

The determination to use compensatory time is left to the discretion of each department head. If the decision is made to allow the use of compensatory time, it must be administered in the same manner for each non-union non-exempt employee in that department.

All non-union non-exempt employees will be allowed to earn compensatory time, in lieu of overtime pay, at the rate of one and one-half (1½) hours for each hour worked in excess of 40 hours in a workweek, and must be approved in advance by the department head.

The use of compensatory time will be scheduled within each department between the department head and the employee involved. An employee must be permitted to use accumulated compensatory time unless it would unduly disrupt the department's operations.

Non-exempt employees may accumulate a maximum of forty (40) hours of earned compensatory time and carry forward a maximum of sixteen (16) hours into the next calendar year. Any unused hours above the maximum will be paid to the employee in the first pay of that next calendar year.

Upon termination or retirement, the employee will be paid for each hour of accumulated compensatory time at their final regular rate of pay. This payment will be made as a part of the final paycheck.

3.5 (a) COMPENSATORY TIME FOR EXEMPT EMPLOYEES

In special situations, an exempt employee may earn compensatory time with the prior approval of his/her supervisor.

All exempt employees who work on a holiday will receive compensatory time for hours worked.

Exceptions include Premium Pay situations and special employment agreements. Exempt employee comp time is earned at the rate of one hour for each hour worked.

Exempt employees may accumulate a maximum of forty (40) hours of earned compensatory time and may carry forward a maximum of sixteen (16) hours into the next calendar year and will not receive payment for unused compensatory time under any circumstances. Special or extenuating circumstances will be addressed on an individual basis and with the approval of the City Manager.

3.6 PREMIUM PAY/ON CALL/PER DIEM PAY FOR EXEMPT EMPLOYEES

Exempt employees may be eligible for additional compensation for performing work in addition to their normal job duties. In certain circumstances, such work may qualify the employee for premium pay defined as financial compensation in addition to the employee's annual salary. Such compensation must be approved in advanced by the City Manager.

When a department is lacking sufficient staffing for proper operations, an exempt employee, with the appropriate qualifications, may be required to fill in for a pre-determined amount of time. In such cases the employee will be paid time and a half (1½) at their base rate of pay for any hours beyond the normal workweek.

Certain City operations require that there be an on-call person at all times. In such cases when it is necessary for an exempt employee to participate in the on-call rotation, he/she will be paid at a flat rate of \$31.00 per day. If called out, payment will be at time and a half (1½) his/her base rate of pay, at a minimum of two (2) hours.

There may be situations that require an exempt employee to devote time and/or effort above and beyond the normal course of business. In those situations where such special circumstances exist, an exempt employee may be eligible to receive compensation at a per diem rate. The City Manager will determine eligibility and rate of compensation in advance on a case-by-case basis.

All forms of premium pay will be paid as part of the pay period in which the time or effort were incurred.

SECTION 4: EMPLOYEE BENEFITS

4.1 PAID TIME OFF

4.1 (a) HOLIDAYS

The City recognizes nine holidays each year. Regular full-time and part-time employees are granted their regular pay for the following days:

New Year's Day	Thanksgiving Day
Good Friday	Day after Thanksgiving
Memorial Day	Day before Christmas
Fourth of July	Christmas Day
Labor Day	

All exempt employees who work on a recognized holiday will receive compensatory time for hours worked.

All non-exempt who work on a recognized holiday will receive time and a half for hours worked.

Whenever a holiday falls on a Saturday, the preceding day will be recognized as a holiday. Whenever a holiday falls on a Sunday, the following day will be recognized as a holiday.

4.1 (b) PERSONAL LEAVE

Regular full-time employees are credited twenty four (24) hours of personal leave hours each calendar year (on January 1). Personal leave hours are prorated for new or returning (from leave of absence) employees on the basis of hire or return date. These hours must be taken in the calendar year in which they are credited or they are forfeited. Personal leave hours must be scheduled with and approved by the department head or the City Manager. Personal leave hours can be used in one-quarter hour (1/4) increments. No payment for unused personal leave hours is made upon an employee's departure.

<u>Hire Date or Date Returned to Work</u>	<u>Number of Personal Hours</u>
January through April	24
May through August	16
September through December	8

4.1 (c) VACATION LEAVE

New employees, upon completion of 6 months of employment, who work a forty (40) hour workweek schedule, shall be credited with forty (40) hours of vacation leave. Once the new employee has completed one full year (2080 hours) of employment, they shall be credited with an additional forty (40) hours of vacation leave. Upon completion of two full years of employment, the employee will be credited with vacation leave based on the following scale.

Regular full-time employees, who normally work a forty (40) hour workweek schedule, shall be credited with vacation leave at their anniversary date based on the following scale.

In consideration of transitioning from a calendar year accrual to an anniversary date accrual, employees will be credited in 2019 as follows:

1. On January 1, 2019, current employees will be credited with vacation hours according to years of employment identified in the scale below. Upon employee's 2019 anniversary date, employee will also receive a prorated credit to make them whole.

Example: An employee who on December 31, 2018, has reached seven (7) years of employment, will be credited with 152 vacation hours according to the scale below. Credit will occur on January 1, 2019. This employee, who has an April hire date, will also be credited with an additional 41 vacation hours on their April 2019 anniversary date. As a result, this employee would have a total of 193 vacation hours available to use until their April 2020 anniversary date.

2. Employee will follow the scale below on their 2020 anniversary date.

Credited Years of Full Time Employment as of Employee's Anniversary Date)	Vacation Leave Hours Credited on Employee's Anniversary Date
6 months	40
1	40
2	80
3	120
4	128
5	136
6	144
7	152
8	160
9	168
10	176
11	184
12	192
13	200

3. Vacation leave shall be the employee's regular straight-time hourly rate at the time the vacation leave is taken. An employee who works eight (8) hours a day, five days a week, shall record eight (8) hours of leave time when taking a day off on vacation leave. If the employee works a ten (10) hour day, four (4) day workweek, and takes a day off for vacation, he/she shall record ten (10) hours of vacation leave.
4. Employees who lose time from work or who do not complete a scheduled work year due to a layoff or any unpaid leave of absence, shall have vacation benefits determined on a pro rata basis of the months or parts of months worked during the calendar year. Illustratively, an employee who returns on August 14th of a given year will receive a vacation benefit equal to 5/12ths of that provided in the schedule above.
5. Unused and accrued vacation hours are paid upon an employee's departure.
6. When an employee leaves active employment or retires from City service, accrued and carry over vacation will not be considered as pay for the purpose of extending or further accumulating benefits, including health care, sick leave, vacation, etc.
7. All vacation will be taken at the convenience of the department and must have prior approval of the department head; department head vacation is subject to prior approval of the City Manager.
8. Vacation leave hours can be used in one-quarter hour ($\frac{1}{4}$) increments.
9. A maximum of eighty (80) hours of vacation leave may be carried forward from one calendar year to the next. Unused hours in excess of eighty (80) are forfeited. Special or extenuating circumstances will be addressed on an individual basis and with the approval of the City Manager.
10. Unused and accrued vacation hours are paid upon an employee's departure.

4.1 (d) SICK LEAVE

Starting January 1, 2019, and each year thereafter, eligible employees are credited with ninety-six (96) hours of sick leave. Sick leave hours are prorated for new or returning (from leave of absence) employees on the basis of hire or return date identified below.

Hire Date or Date Returned to Work	Sick Leave Hours	Hire date or Date Returned to Work	Sick Leave Hours
January - February	96	July - August	48
March - April	80	September- October	32
May – June	64	November - December	16

1. Unused paid sick leave hours may be accumulated from year to year up to a maximum of 248 hours.
2. On December 31st of 2018, if the number of accumulated sick leave hours for an individual exceeds 112 hours, then the employee will be paid for those hours in excess of 112 hours at half (1/2) the employee's current rate of pay. *Note: Payout for 2018 is under the previous terms of this Section where maximum sick leave accumulation was 168 hours.*

On December 31, 2019, and each year thereafter, if the number of hours for an individual exceeds 152 hours, then the employee will be paid for those hours in excess of 152 at half (1/2) the employee's current rate of pay.

3. Employees are eligible to use sick leave hours for personal illness, injury, serious health condition, or temporary disability that necessitates absence from work. Employees can also use sick leave hours to attend doctor, dentist, or other recognized practitioner to the extent required to complete such appointments. Sick leave should not be used as "Personal Leave".
4. Employees are eligible to use sick leave hours for illness or injury in the immediate family necessitating absence from work. Employees can also use sick leave hours to accompany an immediate family member to a doctor, dentist, or other recognized practitioner to the extent required to complete such appointments. Immediate family is defined as the employee's spouse, child, step-child, grandchild, parent, step-parent, sister, sister-in-law, brother, brother-in-law, mother-in-law, father-in-law, grandparents and grandparents-in-law of the employee.
5. In order to qualify for sick leave or sickness and accident benefits, an employee must contact his/her supervisor as soon as possible prior to the beginning of a work day or scheduled shift. If the circumstances surrounding the absence make the timely reporting extremely difficult, then the employee must notify his/her supervisor as soon as possible.
6. All sick leave usage requires the submission and approval of a "Request for Absence Report" form.
7. Employees may use sick leave in increments of one quarter (1/4) hour increments.
8. In the event of an absence of more than five (5) regularly scheduled working days, or in

the event of hospitalization for any period of time, or if the Employer has reason to believe an employee is misusing sick leave or disability benefits, the employee will be required to provide a medical certification signed by the physician indicating the specific diagnosis and prognosis necessitating the employee's absence from work and the expected return to work date. The City also reserves the right to require periodic medical reports during leaves under this provision. Before the employee returns to work he/she must present a fitness for duty medical statement from his physician.

9. When an employee's absence from work is due to an illness or injury arising out of and in the course of his/her employment by the City and which is compensable under the Michigan Workers' Compensation Act, after the first day of absence necessitated thereby he/she shall be entitled to utilize his/her unused sick leave hours to make up the difference between the amount of daily benefit to which he/she is entitled under such Act and the amount of daily salary he/she would have received in his/her own job classification had he/she worked, but not to exceed the total equivalent of what he/she would have received in daily pay on an eight (8) hour per day basis. Employees may also use frozen sick leave hours to make up the difference but only after they have exhausted their regular sick leave hours.
10. An employee who makes a false claim for paid sick leave shall be subject to disciplinary action or dismissal depending upon the circumstances involved.
11. When an employee resigns or is discharged, all benefits under this section are null and void and the employee will not be reimbursed for any accumulated sick leave.
12. If an employee who has quit, retired or been discharged from his/her employment is subsequently rehired, such employee shall, as any other new employee, only accumulate paid sick leave hours as set forth in Section 4.1 (d).
13. In the event an employee is laid off from work, he/she shall, upon his/her return to work, be credited with all of his/her unused sick leave hours that he/she had prior to his/her layoff.
14. When an employee retires under the City's retirement program, he/she shall be entitled to be paid one-half (½) of his/her accumulated unused paid sick leave hours as of the date of retirement. Payment is at the employee's last rate of pay.

NOTE: The 1983 Frozen Bank - Subject to the restrictions specified above for regular sick leave, employees hired before January 1, 1983, have sick leave credits from preceding years in a frozen bank for their use if their annual allotment or accumulation of fifty six (56) hours does not cover an extended illness and their Short Term Disability cannot be used until the fourteenth (14th) calendar day of an illness. Frozen bank hours from 1983 or earlier will be paid to an employee at the hourly rate the employee was earning on January 1, 1983 or the date they became department heads. Upon retirement, an employee with frozen bank hours from 1983 will be paid for half of the hours remaining in the bank at the wage rate the employee was earning on January 1, 1983.

4.1 (e) SHORT TERM AND LONG TERM DISABILITY PLAN.

The City agrees, at its expense, to establish and maintain for all eligible employees a short-term and long-term disability program through an insurance carrier of the City's selection. Disability benefits are governed by the Plan Document and/or the Summary Plan Description.

1. The Short Term Disability Plan will provide weekly benefits equal to 66 2/3% of the employee's base earnings, which were being earned immediately prior to the disability.
2. The Long Term Disability Plan will provide monthly benefits equal to 60% of the employee's base earnings, which were being earned immediately prior to the disability
3. The waiting period before disability payments can be issued is fourteen (14) calendar days. Employee may use sick, personal, vacation leave hours to satisfy the waiting period. Frozen sick leave hours can also be used, but only if regular sick leave hours have been exhausted. If applicable, parental leave may also be used to satisfy the waiting period.
4. Employees may use available sick, vacation, personal leave hours to make up the difference between the amount of daily benefit to which he/she is entitled under the Disability Plan and the amount of daily salary he/she would have received in his/her own job classification had he/she worked, but not to exceed the total equivalent of what he/she would have received in daily pay on an eight (8) hour per day basis. Employees may use frozen sick leave hours, once the regular sick leave benefits are exhausted, to supplement the disability plan; however those hours will be paid at the rate of pay the employee was receiving on July 31, 2018.

4.1 (f) CONFERENCES AND TRAINING

Leave with pay will be granted while employees (exempt and/or non-exempt) attend conferences or training sessions which have been approved in advance by the City Manager or department head. However, only non-exempt travel time is compensable if it meets the requirements specified by the Fair Labor Standards Act (FLSA). (See Overtime.) Employees who drive their own vehicle are reimbursed at the standard mileage rate.

4.1 (g) LEAVES OF ABSENCE

FUNERAL LEAVE

In the event of a death in the immediate family of an employee, up to 3 working days with pay shall be allowed for personal matters relating to the death. Immediate family shall include: spouse, child, step-child, grandchild, parent, step-parent, sister, sister-in-law, brother, brother-in-law, mother-in-law, father-in-law, grandparents and grandparents-in-law of the employee. Additional personal, sick or vacation leave may be granted from the employee's unused leave banks, not to exceed sixteen (16) hours. Additional hours may be granted without pay when extenuating circumstances warrant same.

JURY DUTY LEAVE

The regular full-time, part-time, and seasonal employee will be "kept whole" while performing jury duty. Consequently, employees on jury duty will be required to surrender/endorse over any checks received from the court(s) for services rendered. When not assigned to cases, employees must report to work for the remainder of the day. The City's obligation to pay an employee for jury duty is limited to a maximum of 20 work days in any calendar year.

MILITARY LEAVE

The City follows State and Federal law with respect to military service. Federal and State statutes mandate that the City grant unpaid leave to employees who voluntarily choose to serve in the Armed Forces and National Guard. Military leave must be allowed for active duty, training, or to meet military-related obligations, such as reporting for periodic physical fitness examinations. Employees who are members of the reserve components of the Armed Forces will be granted leave of absence without pay for summer components and/or other periods of activation and

reactivation upon presentation of substantiating documentation. It is recommended that leaves of absence for this purpose be taken as a vacation whenever possible.

The City is required under the Federal Uniformed Services Employment and Reemployment Rights Act (USERRA) to reinstate those returning from services to their former job following discharge or release from active duty, reserve duty, or training.

Upon returning from military service, the employee's rate of pay will be adjusted to recognize any changes that would have occurred had the employee continued working for the City.

1. If the pay range increased, the rate of pay will be set at the point in the range that the employee would have reached if he/she had not left for military service.
2. If the employee returns to a more responsible job, the rate of pay will be based on the present rate for the position and will be at least the same as the lowest paid qualified person in a comparable position.

The USERRA requires the City to offer continuous medical coverage for up to eighteen (18) months to employees who were previously covered by the City's health plan and who are absent due to military service. Moreover, if the military service does not exceed thirty-one (31) days, the employee cannot be required to pay more than had he/she remained actively employed.

The time spent on military leave will be treated as continuous employment for the purpose of accruing credited service for vacation leave, personal leave hours, retirement plans, et al. The City must also allow returning employees the chance to make up missed employee contributions to defined contribution pension plans and must make corresponding City contributions.

PARENTAL LEAVE

An employee shall, after the birth of his/her child or adoption of a child, be granted eighty (80) hours of paid parental leave to bond with the child. This time can be taken in a block of time or intermittently as needed. This grant will expire and must conclude within twelve (12) months after the birth or adoption. In those instances where both spouses are covered by this provision, such leaves may be taken either concurrently or consecutively. Requests for time off must follow the same process as requests for sick, personal and vacation leave.

4.1 (h) REQUESTS FOR TIME OFF

A "Request for Absence Report" form must be completed by the employee when requesting time off (with or without pay).

4.1 (i) LEAVE OF ABSENCES – WITHOUT PAY

Regular full-time employees may be granted leaves of absence without pay as determined by the City Manager. All requests for leave shall be in writing with the terms of the leave set forth in writing when approved.

4.1 (j) MEDICAL COVERAGE DURING LEAVES OF ABSENCE

If an employee is provided group health insurance prior to the leave of absence, the employee is entitled to the continuation of the group health insurance coverage during an approved FMLA leave. If family member coverage is provided to an employee, family member coverage will also be maintained during the FMLA leave. Employees on workers compensation, who have a qualifying "serious health condition" under FMLA, are also entitled to continue their group health insurance coverage.

If leave hours are being used during the FMLA leave, the employee's share of group health plan premiums will be deducted through payroll deduction. If the employee is not using leave hours, and is therefore on an unpaid FMLA leave, the employee must make arrangements to pay the normal employee portion of the insurance premiums in order to maintain insurance coverage. Other authorized deductions (i.e. FSA contributions, co-pays, etc.) still apply during the leave period and will be billed to the employee as necessary.

Group health insurance coverage shall terminate after the first thirty (30) days when an employee is on an un-paid, non-FMLA leave of absence, or any other unpaid leave of absence except in a worker's compensation related situation where sixty (60) days shall govern rather than thirty (30) days. For leaves in excess of 30/60 calendar days, the employee will be required to pay the full premium. (See also COBRA.)

4.2 BENEFIT PLANS

4.2 (a) RETIREMENT

Defined Benefit Plan

For all regular full-time non-union employees, the City contributes to the Municipal Employees Retirement System (MERS) C-1 Plan (1.5 factor). Vesting is ten (10) years of service. (Employees hired prior to April 1, 2012 have a bridged benefit that has a B-4 Plan (2.5 factor) with a frozen Final Average Compensation (FAC) until April 1, 2012 and continue with the C-1 Plan after that date). Both plans have a five (5) year FAC.

Defined Contribution Plan

For all regular full-time non-union employees, the City also contributes 5.6% of gross wages and 3% of base wages to the 457 Deferred Compensation Plan. In addition, the City will match up to an additional 1.9%, equal to the employee's contribution, whichever is less.

All employees and elected officials are eligible to participate through payroll deduction (without a City match) in the 457 Deferred Compensation Plan.

4.2 (b) MEDICAL/DENTAL/VISION INSURANCE

The City offers the option for regular full-time active employees, who are normally scheduled to work 30 hours or more per week, to participate in one of at least two health plans which include medical, dental, and vision coverage. Plan descriptions and options may vary from year-to-year. Selection is made at time of hire, or thereafter, during the annual open enrollment. The City and employees share premium costs, which are subject to change. The insurance policies themselves govern the terms and conditions of benefits. Contact Human Resources for complete plan details.

Part-time employees who average 30 or more hours per week during their measurement period may be eligible for the City's health plan; however the employee would be required to pay 100% (of full) cost. (For more details on the eligibility period, please see the Plan Document and Summary Plan Description for the City of Charlevoix Health and Welfare Benefit Plan available in Human Resources or the Treasurer's Office.)

Beginning October 1, 2014, retired employees (union and non-union) will not have access to the City's health care plans, unless employee elects COBRA as defined in Section 4.12.

4.2 (c) SECTION 125 PLAN AND FLEXIBLE SPENDING ACCOUNT

If offered, all regular full-time employees have access to a pre-tax Section 125 Plan and the option to establish a Flexible Spending Account (FSA) for the employee and dependent.

4.2 (d) MEDICAL OPT-OUT REIMBURSEMENT

The City will pay an annual cash reimbursement, based on the single coverage limit (set annually) that a public employer may contribute to a medical benefit plan set forth in MCL 15.563, as amended by 2013 Public Act 270, for the employee who elects not to participate in 1-Person (single), 2-Person (double) or family coverage.

To be eligible the employee must provide written certification that they waive their right to enroll in a City health care plan and proof of the employee's non-City provided health care insurance coverage.

Payment of the reimbursement will be made in twelve equal payments in the first paycheck of each month. (These reimbursement amounts are not wages for purposes such as retirement, overtime, etc., and are taxable income unless they are directly deposited into the City provided Section 125 Plan.)

4.3 HEALTH SAVINGS ACCOUNT (HSA)

The HSA is an employee-owned, IRS-defined, savings account for use on eligible medical expenses. It is used in conjunction with a High Deductible Health Plan (HDHP). This policy applies to all regular full-time employees covered by the City's HSA/HDHP health insurance plan option. Current employees who select the HSA/HDHP option may be offered a City HSA lump sum contribution of \$2500.00 for double or family (D & F) coverage and \$1350.00 for single (S) coverage. The payment would be effective the date of qualified plan coverage.

New employees selecting HSA/HDHP coverage will receive a prorated HSA contribution on the first pay of the month after completion of their 90 day probationary period.

The City will direct deposit HSA contributions to a City-approved participating bank of the employee's choice. Employees may contribute additional pre-tax monies into their HSA through payroll deduction, up to the legal limits imposed by the IRS. Changes to the payroll deduction amount may be made during open enrollment and/or no more than two other times during the plan year.

All rules pertaining to the use of HSA accounts and funds are governed by current IRS regulations and are the responsibility of the employee. Nothing in this policy creates an obligation on the part of the City which is inconsistent or prohibited by current State or Federal rules, regulations or laws regarding such plans.

4.4 LIFE INSURANCE

The City shall provide group life insurance benefits to regular full-time employees in the amount of their yearly salary up to a maximum of \$50,000 with an accidental death and dismemberment rider. Life insurance benefits will gradually reduce once the employee reaches age 65.

Beginning May 1, 2014, all future retired employees (union and non-union) will not have access to the City's life insurance plan.

4.5 OTHER INSURANCE

The City may offer regular employees (either regular full-time or part-time or both) the ability to purchase other forms of insurance, such as AFLAC, at the employee's own expense. Such offerings are approved by the City Manager and subject to change.

4.6 MEMBERSHIPS

The City will pay dues for membership in trade or professional organizations and service clubs as approved in advance by the City Manager or department head. Attendance at related meetings during regular work hours must be approved in advance by the City Manager or department head.

4.7 EDUCATION/TUITION ASSISTANCE

The City is interested in supporting the growth and development of its employees. As a means to this end, the City may provide education/tuition assistance to regular full-time employees who have a minimum of one year (12 months) of continuous service. Assistance includes tuition costs associated with formal education beyond the ongoing certification and training required or mandated to remain up-to-date or advance in an employee's current position.

Application must be made to the department head for job-related or otherwise appropriate coursework from an accredited institution of higher education utilizing the approved request form. Advance approval from the department head is required. Scheduling of classes may also require prior approval of the department head if the class may interfere with a work schedule.

Requests will be considered for approval based on the following:

- Relevance to the employee's current position
- Whether or not the employee is on an associate, baccalaureate or advanced (master, doctorate) degree track. Such tracks will receive preference.
- Available funding
- Applications will be processed based on each department's budgeted amount for employee education/tuition.

All costs for registration, application, fees, books, supplies, deposits, and the like, shall be paid by the employee. The City will reimburse 50% of tuition costs only, provided that

- A grade of "C" or better is received in an undergraduate or professional-level course.
- A grade of "B" or better is received in a graduate level course.
- The college bill, receipt of payment, and academic grade are submitted to the supervisor for final approval within 30 days of completion of a class.
- The course or tuition is not eligible for reimbursement under the G.I. Bill, scholarships, grants, or by any other organization.

The City will not reimburse for classes graded "incomplete" or "withdrawn" under any circumstances.

No more than four (4) credit hours per semester or term, and a total of no more than two (2) courses or eight (8) credit hours each fiscal year for each employee will be approved (subject to the departmental educational allotment). Under unusual circumstances or conditions, exceptions to this policy or procedures may be considered by the City Manager providing the requisite department budget has funds available to cover the associated costs.

There will be no requirement for the employee to repay the City for coursework, except as provided below:

- If the City provides financial support for an individual employee for an associate, bachelor, or advanced degree, the employee agrees to remain a City employee for two (2), four (4) and five (5) years respectively upon completion of the degree.
- Should the employee leave active employment, or conduct him/herself in a manner that results in termination with the City within two (2), four (4) and five (5) years of completion of the program, as described above, he/she agrees to reimburse the City for all actual costs expended by the City for the program on a pro-rated/percentage of time remaining on the original commitment. (For example, if an employee completes a bachelor's degree and then leaves after two years, the employee is responsible for repaying the City 50% of the funds expended by the City for the education.)

4.8 MISCELLANEOUS EMPLOYEE BENEFITS/DISCOUNTS

Employment at various recreational facilities owned by the City of Charlevoix bring with it the ability for employees to utilize these facilities at times when they are not on the time clock at the facility. Those opportunities include:

- Mt. McSauba Ski Area employees and one dependent are allowed to ski for free.
- Charlevoix Municipal Golf Club employees will be allowed to golf for free.

City 10% Employee Discounts* on the following:

- One (1) pavilion rental per year at 10% off. Employee must sign the agreement and be present during the rental.
- 10% off registered programs over \$5 (for employee or dependents). Discount excludes trips, extra material fees, tournaments and leagues. Certain programs are not eligible for 10% discount due to instructor contracts, registrants will be informed at the time of registration.
- 10% off employee admission to the Charlevoix Golf Club, Mt. McSauba Ski Hill, Ice Rink and Skate Park.
- 10% off employee season passes to the Charlevoix Golf Club, Mt. McSauba Ski Hill, Ice Rink and Skate Park.

**10% City Employee Discount cannot be combined with other discounts or promotions*

4.9 SOCIAL SECURITY AND MEDICARE

Each employee contributes a percentage of earnings to Social Security/Medicare through payroll deduction. The City contributes similar amounts to the employee's Social Security/Medicare accounts with the U.S. Government. Benefits include retirement income, survivor benefits, and medical benefits. Questions concerning Social Security accounts or benefits should be directed to the Social Security Administration, U.S. Government (www.socialsecurity.gov).

4.10 UNEMPLOYMENT AND WORKER COMPENSATION

The City participates in Michigan's unemployment program as required by law. Questions regarding the unemployment program should be directed to the Unemployment Insurance Agency (www.michigan.gov/uia). Questions regarding worker compensation should be directed to the Workers Compensation Coordinator.

4.11 FAMILY AND MEDICAL LEAVE ACT (FMLA)

Eligible employees may take up to 12 weeks of unpaid, job-protected leave in any 12 month period, known as "family and medical leave." The 12 month period is determined based on a rolling 12-month period measured backward from the date an employee uses his/her FMLA leave.

Eligibility

To be eligible for family and medical leave, employees must:

1. Have been employed for at least 12 months in the last seven years (which do not need to be consecutive) by the City; and,
2. Have worked at least 1,250 hours for the City during the twelve months immediately preceding the beginning of requested leave; and
3. Be employed at a worksite where 50 or more employees are located within 75 miles of the worksite.

An eligible part-time employee (less than 40 hours a week for purposes of this policy) is entitled to FMLA leave on a pro-rata basis only.

Reasons for Taking Leave

Family and medical leave may be taken for any one, or for a combination of the following reasons:

1. The birth and newborn care of an employee's child after birth, or placement of a child with the employee for adoption or foster care or
2. To care for an employee's spouse, child or parent (but not in-law) who has a serious health condition; or
3. For the employee's own serious health condition that makes the employee unable to perform one or more of the essential functions of the employee's job; and/or
4. Because of any qualifying exigency arising out of the fact that an employee's spouse, son, daughter or parent is a covered military member on covered active duty (any deployment of an Armed Service member to a foreign country) or in the National Guard or Reserves who has been notified of an impending call or order to covered active duty status (deployment to a foreign country).
5. To care for the employee's spouse, son, daughter, parent or next of kin who is a covered service member.

A Serious Health Condition means an illness, injury, impairment or physical or mental condition which involves either inpatient care at a medical facility or continuing treatment by a licensed health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents the qualified family member from participating in school or other daily activities. Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than three consecutive calendar days for an incapacity that requires at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. The first treatment must be within 7 days of the first day of incapacity, and the two treatments must occur within 30 days of the first day of incapacity unless there are extenuating circumstances. Treatment by a health care provider means an in person visit.

A Qualifying Exigency

In general, leave may be taken because of a "Qualifying Exigency" where the team member's spouse, son, daughter or parent is on active duty or is called to active duty for any of the following reasons:

- To address issues that arise from an impending call or order to active duty 7 or less calendar days before deployment during that 7 day notice period.
- To attend an official ceremony, program or event sponsored by the military that is related to the call to active duty or active duty of the Military Member.
- To attend certain family support or assistance programs and informational briefings related to the call to active duty or active duty of the Military Member.

- To arrange for alternative child care when the call to duty or active duty necessitates a change in existing arrangements.
- To provide child care on an urgent, immediate basis (but not on a routine, regular or everyday basis), when the need arises because of the call to active duty or active duty.
- To enroll in or transfer a child to a new school or day care facility when necessitated by the call to active duty or active duty.
- To attend meetings with team member at a school or day care facility when attendance is necessary due to circumstances arising from the call to active duty or active duty.
- To make or update financial or legal arrangements to address the covered Military Member's absence caused by the call to active duty or active duty.
- To act as the Military Member's representative before a government agency concerning military service benefits while he/she is called to active duty and for 90 days following termination of active duty.
- To attend counseling for the covered Military Member or his/her child or certain other dependents.
- To spend up to 15 calendar days with the Military Member or his/her child or certain other dependents on leave for rest and recuperation.
- To attend ceremonies and reintegration briefings and events sponsored by the military during the 90 day period following termination of active service.
- To attend to issues surrounding the death of the Military Member.
- To care for a Military Member's parent who is incapable of self-care when the care is necessitated by the member's covered active duty (including making arrangements for alternative care, providing care on an immediate basis, admitting or transferring the parent to a care facility, or attending meetings with team member at a care facility).
- To address miscellaneous matters which arise out of the call to active duty or active duty provided the team member and FCB agree that such leave is a "qualifying exigency" and further agree as to the timing, frequency and duration of the leave.

Injured Service Member Leave/Additional Military Family Leave Entitlement

An eligible employee who is the spouse, son, daughter, parent or next of kin of a covered service member is entitled to take up to 26 weeks of leave during a single 12 month period to care for the service member with a serious injury or illness. Leave to care for a service member shall only be available on a per injury basis during a single 12 month period and when combined with other FMLA-qualifying leave, may not exceed 26 weeks during the single 12 month period. The single 12 month period begins on the first day an eligible employee takes leave to care for the injured service member. Additional leave may be granted during a subsequent 12 month period for a different injury to the same covered Military Member or for an injury to a different Military Member.

A covered service member means a member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is on the temporary retired list, for a serious injury or illness; and veterans who are undergoing medical treatment for a serious injury or illness sustained in the line of duty and who were members of the armed forces within five years preceding the need for such treatment. A member of the Armed Forces would have a serious injury or illness if he/she has incurred an injury or illness in the line of duty while on active duty in the Armed Forces provided that the injury or illness may render the service member medically unfit to perform duties of the member's office, grade, rank or rating.

Duration of Leave Eligible employees may receive up to 12 workweeks of unpaid leave during any "rolling" 12 month period, measured backward from the date of any family or medical leave requested and/or used. Family and medical leave involving the birth or placement of a child for adoption or foster care must be concluded within 12 months of the birth or placement. Each time an individual takes such a leave, the individual's remaining entitlement would be any balance of the 12 weeks which has not been used during the immediately preceding 12 months. When both spouses are employed by the City, they are entitled to a total of twelve weeks of leave (rather than 12 weeks each) for the birth or placement of a child.

In addition, as outlined above, an employee may be entitled to an additional 14 weeks to care for an injured service member.

Eligible employees may take family and medical leave intermittently – which means taking leave in blocks of time, or by reducing one's normal weekly or daily work schedule – whenever it is medically necessary to care for a seriously ill family member, because the employee is seriously ill and unable to work, for qualified exigency leave or for military caregiver leave. Intermittent leave is not permitted for the birth of a child or placement of a child for adoption or foster care.

No Work While on Leave – working for another employer or taking another job while on family/medical leave or any other authorized leave of absence is grounds for immediate termination, to the extent permitted by law.

Pay and Benefits - time off during the FMLA Leave will be unpaid. The individual's coverage under the City's group health plan will be maintained during the leave. Vacation and personal time for employees will not accrue during the unpaid FMLA Leave. An employee may choose to use any available accrued sick, personnel or vacation time while the employee is on FMLA.

Health Benefits Eligible employees and (if applicable) their families remain eligible to participate as employees under the group health plan during one's family and medical leave. This coverage will be provided if the employee or the employee's family was covered under the plan before the leave was taken and on the same terms as if the employee had continued to work. Under this leave the employee can continue to maintain medical insurance coverage at regular employee rates by paying the employee's share of health plan premiums while on leave.

If the employee chooses not to return to work for reasons other than a continued serious health condition of the employee or the employee's family for a circumstance beyond the employee's control, the City will require the employee to reimburse the City the amount it paid for the employee's health insurance premium during the leave period.

Job Restoration Upon returning from a family and medical leave, eligible employees will normally be restored to their original job, or to an equivalent job with equivalent pay, benefits, and other employment terms and conditions, the same as if they had not taken the leave of absence. The purpose is for employees to be in as good a position as they would have been if they had not needed to take this leave.

In addition, use of family and medical leave cannot result in the loss of any employment benefit that employees earned or were entitled to before using family and medical leave.

The exception to this is situations where job restoration of key employees will cause substantial and grievous economic injury. In such situations, the City will notify employees if they qualify as “key employees” if it intends to deny reinstatement, and of their rights in such instances.

Notice of Eligibility For and Designation of FMLA Leave

Employees requesting FMLA leave are entitled to receive written notice from the City telling them whether they are eligible for FMLA leave and, if not eligible, the reasons why they are not eligible. When eligible for FMLA leave, employees are entitled to receive written notice of their rights and responsibilities in connection with such leave; the City designation of leave as FMLA qualifying or non-qualifying, and if not FMLA qualifying, the reasons why; and the amount of leave, if known, that will be counted against the employee’s leave entitlement. The City will provide the employee with the Department of Labor (DOL) Notice of Eligibility and Rights Form WH381 (<http://www.dol.gov>) and provide a written response to the employee’s request for FMLA leave using the DOL Designation Notice Form WH-382 (<http://www.dol.gov>).

The City may retroactively designate leave as FMLA leave with appropriate written notice to employees provided the City’s failure to designate leave as FMLA-qualifying at an earlier date did not cause harm or injury to the employee. In all cases where leaves qualify for FMLA protection, the City and employee can mutually agree that leave be retroactively designated as FMLA.

Employee Obligations

Provide Notice – Employees who take FMLA leave must provide 30 days advance notice of the need to take FMLA leave when the need is foreseeable. When 30 days notice is not possible, or the approximate timing of the need for leave is not foreseeable, employees must provide the City with notice of the need for leave as soon as practicable under the facts and circumstances of the particular case. Employees who fail to give 30 day notice for foreseeable leave without a reasonable excuse for the delay, or otherwise fail to satisfy FMLA notice obligations, may have FMLA leave delayed or denied.

Notice Content – Employees must inform the FMLA Coordinator of the need for FMLA-qualifying leave and the anticipated timing and duration of the leave, if known. Employees may do this either by requesting FMLA leave specifically, or explaining the reasons for leave so as to allow the City to determine that the leave is FMLA-qualifying.

Calling in sick without providing the reasons for the needed leave will not be considered sufficient notice for FMLA leave under this policy. Employees must respond to the City’s questions to determine if absences are potentially FMLA-qualifying.

If employees fail to explain the reasons for FMLA leave, the leave may be denied. When employees seek leave due to FMLA-qualifying reasons for which the City has previously provided FMLA-protected leave, they must specifically reference the qualifying reason for the leave or the need for FMLA leave.

When Requesting Intermittent or Reduced Schedule Leave – When requesting intermittent or reduced schedule leave for planned medical treatment for the employee or a family member, including during a period of recovery from a serious health condition or to care for a covered service member, employees must consult with the City and make a reasonable effort to schedule treatment so as not to unduly disrupt the City operations, subject to approval from the health care provider. Employees must consult with the City prior to the scheduling of treatment to work out a treatment schedule that best suits the needs of both the City and the employees, subject to the approval of an employee's health care provider. If employees providing notice of the need to take FMLA leave on an intermittent basis for planned medical treatment neglect to fulfill this obligation, the City may require employees to attempt to make such arrangements, subject to the approval of the employee's health care provider.

The City may temporarily transfer employees during the period that the intermittent or reduced leave schedules are required to alternative positions with equivalent pay and benefits for which the employees are qualified and which better accommodate recurring periods of leave.

When employees seek intermittent leave or a reduced leave schedule for reasons unrelated to the planning of medical treatment, employees must advise the City of the reason why such leave is medically necessary, upon request. When intermittent or reduced schedule need is sought, the City and employee shall attempt to work out a leave schedule that meets the employee's needs without unduly disrupting the City operations, subject to the approval of the employee's health care provider.

Submit Medical Certifications

Depending on the type of FMLA leave sought, employees may be required to submit medical certifications supporting their need for FMLA leave. The certifications may include an initial certification, a re-certification and a return to work/fitness for duty certification.

It is the employee's responsibility to provide the City with timely, complete and sufficient medical certifications. Whenever the City requests employees to provide FMLA medical certifications, the employee must provide it within 15 calendar days after the request unless it is not practicable to do so despite an employee's diligent, good faith efforts. The City shall inform employees if submitted certifications are incomplete or insufficient and provide employees at least seven calendar days to cure deficiencies. The City will deny FMLA leave to employees who fail to timely cure deficiencies or otherwise fail to timely submit requested medical certifications.

With the employee's permission, the City (through individuals other than the employee's direct supervisor) may contact the employee's health care provider to authenticate or clarify completed and sufficient medical certifications. If employees choose not to provide the City with authorization allowing it to clarify or authenticate certifications with health care providers, the City may deny FMLA leave if certifications are unclear. In its sole discretion, the City may waive its right to receive timely, complete and/or sufficient FMLA medical certifications.

Initial Medical Certifications – Employees requesting leave because of their own, or a covered relative's serious health condition, or to care for a covered service member, must supply medical certification supporting the need for such leave from their health care provider or, if applicable, the health care provider of the covered family or service member. The certification must state the date when the serious health condition commenced; probable duration of the employee or family member's condition or the estimated period of time during which the employee will be needed to care for the family member; and all appropriate medical facts upon which the opinion

is based. Medical certification for employee's serious health condition will be provided using the DOL Certification of Health Care Provider for Employee's Serious Health Condition Form WH-380-E (<http://www.dol.gov/>). Medical certification for the family member's serious health condition will be provided using the DOL Certification of Health Care Provider for Family Member's Serious Health Condition Form WH-380-F (<http://www.dol.gov/>).

If the employee has provided 30 day notice of the need for leave, certification should be submitted before the leave begins. A new initial medical certification will be required on an annual basis for serious medical conditions lasting beyond a single leave year.

Certification must be provided within 15 calendar days of the request, unless not feasible under the circumstances. Failure to provide timely certification will result in denial of leave until the certification is provided.

The City may require a second medical opinion by an independent physician of its choice (and, in some cases a third opinion by a mutually agreeable physician) at the City's expense as a condition of the granting of FMLA Leave based on a serious health condition.

Medical Recertification – Depending on the circumstances and duration of FMLA leave, the City may require employees to provide recertification of medical conditions giving rise to the need for leave. The City will notify employees if recertification is required and will give employees at least 15 calendar days to provide medical recertification.

Keeping in contact with the City while on a FMLA Leave is important. Individuals are required to contact the Human Resources at least every 14 days regarding the expected length of the leave and when he/she intends to return to work. The City may require re-certification by the individual's health care provider every 30 days to support continuation of a leave based on a serious health condition.

Certifications for Military Family Leave (Exigency) – When employees seek leave due to qualifying exigencies arising out of the active duty or call to active duty status of a covered military member, the City may require employees to provide: 1) a copy of the covered military member's active duty orders or other documentation issued by the military indicating the covered military member is on active duty or call to active duty status and the dates of the covered military member's active duty service; and 2) a certification from the employee setting forth information concerning the nature of the qualifying exigency for which leave is requested. Employees shall provide a copy of new active duty orders or other documentation issued by the military for leaves arising out of a different active duty or call to active duty status of the same or a different covered military member.

When leave is taken to care for a covered service member with a serious injury or illness, the City may require employees to obtain certifications completed by an authorized health care provider of the covered service member. This certification will be provided using the DOL Certification for Serious Injury or Illness of Covered Service Member Form WH-385 (<http://www.dol.gov/>). In addition, and in accordance with the FMLA regulations, the City may request that the certification submitted by employees set forth additional information provided by the employee and/or the covered service member confirming entitlement to such leave.

Return to Work/Fitness for Duty Medical Certifications

Certification to return to work - Before returning to work, an individual who has been on FMLA Leave because of the individual's serious health condition must provide a certification from the

individual's licensed health care provider that the individual is able to resume work and perform the essential functions of the job, with or without reasonable accommodation. Reinstatement will be denied until the required certification is provided.

Returning to work - Upon completion of FMLA Leave, an employee will be restored to the position held when the leave began, or to an equivalent position with the same or substantially equivalent position with the same or substantially similar benefits, pay and working conditions. Reinstatement to the same position with the same benefits may not be available in such a case where the employee's position or benefits change or have been eliminated during the employee's FMLA Leave.

If an exempt employee is among the highest paid ten percent of the City's employees and within 75 miles of his/her worksite, such an individual may be denied reinstatement if it would impose a substantial economic injury to the City. The City will notify the employee if he/she is a "highly compensated" employee, if the City intends to deny reinstatement, and of one's rights in such instances.

Failure to return to work - An employee who fails to return to work after the expiration of FMLA Leave will be considered a voluntary resignation. The City may recover from the employee the cost of any payments made to maintain the individual's health care coverage during the leave, unless the failure to return to work was due to reasons beyond the employee's control.

General Rules of Leave

Employees may elect to use or the City may require employee to use, any accrued paid time while taking unpaid FMLA Leave. The substitution of paid time for unpaid FMLA leave time does not extend the length of FMLA Leave and the paid time will run concurrently with an employee's FMLA entitlement.

Upon written request where allowed by law, the City will allow employees to use accrued paid time to supplement any paid benefits the employee is receiving while on leave.

Leaves of absence taken in connection with a disability leave plan (e.g. sick and accident) or worker's compensation injury/illness shall run concurrently with any FMLA Leave entitlement.

Vacation and personal time for non-exempt employees will not accrue during the FMLA Leave.

Employees will be subject to immediate termination of employment for:

1. Failure to return to work as scheduled following the end of a medical or family leave;
2. Failure to return to work within the maximum time allowed for a leave;
3. Providing false or misleading information or omitting certain information in connection with a family or medical leave;
4. Working for any other business or entity unless prior approval is given by the City Manager in writing;
5. Failure to provide any periodic updates required by the City; or,
6. Violation of any of the City's rules and regulations relating to a family or medical leave (or any other policy).

Intent to Return to Work From FMLA Leave

On a basis that does not discriminate against employee on FMLA leave, the City may require an employee on FMLA leave to report periodically on the employee's status and intent to return to work.

4.12 COBRA

There is a Federal law called COBRA (Consolidated Omnibus Reconciliation Act) which requires the City to offer employees and/or their dependents the opportunity to continue their own health care and dental care benefits when certain events occur that would terminate participation under the plan. The City does not pay any COBRA costs.

Initial notice of continuation coverage rights under COBRA

For employees covered by one of the City's health care plans (the Plan), this notice contains important information about the employee's right to COBRA continuation coverage, which is a temporary extension of coverage under the Plan. The right to COBRA continuation coverage was created by the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA). COBRA continuation coverage can become available to employees and to other members of their family who are covered under the Plan when the employee would otherwise lose their group health coverage. The purpose of this notice is to generally explain COBRA continuation coverage, when it may become available to the employee and their family, and what the employee needs to do to protect the right to receive it. This notice gives only a summary of COBRA continuation coverage rights. For more information about rights and obligations under the Plan and under Federal law, review the Summary Plan Description which can be obtained from the Plan Administrator. The Plan Administrator contact is the City Manager, 210 State Street, Charlevoix, Michigan, 49720, (231) 547-3270. The Plan Administrator is responsible for administering COBRA continuation coverage.

COBRA continuation coverage is a continuation of Plan coverage when coverage would otherwise end because of a life event known as a "qualifying event." Specific qualifying events are listed later in this notice. COBRA continuation coverage must be offered to each person who is a "qualified beneficiary." A qualified beneficiary is someone who will lose coverage under the Plan because of a qualifying event. Depending on the type of qualifying event, employees, spouses of employees, and dependent children of employees may be qualified beneficiaries. Under the Plan, qualified beneficiaries who elect COBRA continuation coverage must pay for COBRA continuation coverage.

An employee will become a qualified beneficiary if the employee will lose his/her coverage under the Plan because either one of the following qualifying events happens:

1. Hours of employment are reduced, or
2. Employment ends for any reason other than gross misconduct.

The spouse of an employee will become a qualified beneficiary if he/she will lose coverage under the Plan because any of the following qualifying events happens:

1. Spouse dies;
2. Spouse's hours of employment are reduced;
3. Spouse's employment ends for any reason other than his/her gross misconduct;
4. Spouse becomes enrolled in Medicare (Part A, Part B, or both); or
5. Divorced or legally separated.

Dependent children will become qualified beneficiaries if they will lose coverage under the Plan because any of the following qualifying events happens:

1. The parent-employee dies;
2. The parent-employee's hours of employment are reduced;
3. The parent-employee's employment ends for any reason other than his/her gross misconduct;

4. The parent-employee becomes enrolled in Medicare (Part A, Part B, or both);
5. The parents become divorced or legally separated; or
6. The child stops being eligible for coverage under the plan as a “dependent child.”

The Plan will offer COBRA continuation coverage to qualified beneficiaries only after the Plan Administrator has been notified that a qualifying event has occurred. When the qualifying event is the end of employment or reduction of hours of employment, death of the employee, or enrollment of the employee in Medicare (Part A, Part B, or both), the City must notify the Plan Administrator of the qualifying event within 30 days following the date coverage ends.

For the other qualifying events (divorce or legal separation of the employee and spouse or a dependent child’s losing eligibility for coverage as a dependent child), the City must notify the Plan Administrator. The Plan requires the employee to notify the Plan Administrator within 60 days after the qualifying event occurs. Notice must be sent to: City Manager, 210 State Street, Charlevoix, Michigan, 49720, (231) 547-3270.

Once the Plan Administrator receives notice that a qualifying event has occurred, COBRA continuation coverage will be offered to each of the qualified beneficiaries. For each qualified beneficiary who elects COBRA continuation coverage, COBRA continuation coverage will begin on the date that Plan coverage would otherwise have been lost.

COBRA continuation coverage is a temporary continuation of coverage. When the qualifying event is the death of the employee, enrollment of the employee in Medicare (Part A, Part B, or both), divorce or legal separation, or a dependent child losing eligibility as a dependent child, COBRA continuation coverage lasts for up to 36 months.

When the qualifying event is the end of employment or reduction of the employee’s hours of employment, COBRA continuation coverage lasts for up to 18 months. There are two ways in which this 18 month period of COBRA continuation coverage can be extended.

1. If the employee or anyone in his/her family covered under the Plan is determined by the Social Security Administration to be disabled at any time during the first 60 days of COBRA continuation coverage and the employee notifies the Plan Administrator in a timely fashion, the employee and his/her entire family can receive an additional 11 months of COBRA continuation coverage, for a total maximum of 29 months. The employee must make sure that the Plan Administrator is notified of the Social Security Administration’s determination within 60 days of the date of determination and before the end of the 18 month period of COBRA continuation coverage. This notice should be sent to: City Manager, 210 State Street, Charlevoix, Michigan, 49720, (231) 547-3270.
2. If the employee’s family experiences another qualifying event while receiving COBRA continuation coverage, the spouse and dependent children in the employee’s family can get additional months of COBRA continuation coverage, up to a maximum of 36 months. This extension is available to the spouse and dependent children if the former employee dies, enrolls in Medicare (Part A, Part B, or both), or gets divorced or legally separated. The extension is also available to a dependent child when that child stops being eligible under the Plan as a dependent child. In all of these cases, the employee must make sure that the Plan Administrator is notified of the second qualifying event within 60 days of the second qualifying event. This notice should be sent to: City Manager, 210 State Street, Charlevoix, Michigan, 49720, (231) 547-3270.

The employee must keep the Plan Administrator informed of any address changes for the employee and his/her qualified beneficiaries.

Questions about COBRA continuation coverage should be directed to the City Manager, 210 State Street, Charlevoix, Michigan, 49720, (231) 547-3270 or an employee may contact the nearest Office of the U.S. Department of Labor Employee Benefits Security Administration (EBSA), the addresses of which can be found at www.dol.gov.

It is imperative that an employee notify the City immediately of any of the above changes that the City would not already know about, such as divorce or dependent child eligibility. Additional information will be provided at that time with instructions regarding application, payment, and deadlines.

4.13 LONGEVITY

Full-time and *part-time year-round employees shall be paid an annual longevity payment based on length of service with the City of Charlevoix according to the following schedule:

<u>Years of Service As of December 1st</u>	<u>Annual Payment</u>
Five (5)	\$200.00
Ten (10)	\$300.00
Fifteen (15)	\$400.00
Twenty (20)	\$500.00
Twenty-Five (25)	\$600.00
Thirty (30)	\$700.00

This payment will be made on the first pay period following December 1st of each year.

*If employee was at seasonal status and changes to year-round part-time status, the City will use the date employee changed their status to Part-time as the hire date for longevity purposes.

SECTION 5: SAFETY POLICIES

5.1 EQUIPMENT

Employees should operate machinery only when they have been instructed in its safe use. This includes all City vehicles, powered grounds keeping equipment, and power tools. Employees are expected to report all equipment damage, defects and/or problems to their supervisor as soon as possible so that appropriate repairs are made.

5.2 PROTECTIVE DEVICES

Protective devices such as safety glasses, hard hats, and other safety equipment are provided as required to regular employees and must be worn as required.

Proper goggles will be provided and must be worn when grinding, chipping, welding, solvent cleaning, or doing any work where flying particles may cause injury to the eyes. Safety glasses are REQUIRED in the shop (MUST be OSHA approved). If the employee wears prescription glasses, he/she MUST have OSHA approved prescription lenses and side shields, or wear safety glasses over his/her prescription glasses.

Disposable hearing protection is provided upon request and non-disposable types may be available by special request.

Leather shoes which have low heels, rubber heels and soles, or any other common shoe that enclose the feet are required in the shop. However, tennis shoes are not allowed for sheet metal shop personnel. Steel-toed work shoes are encouraged for all sheet metal shop personnel or persons working around any type of power equipment.

Seasonal employees shall be required to wear protective (steel-toed) footwear in any City department that requires the same of regular employees and/or if the seasonal employee is engaged in lawn-mowing, weed whipping, or any other activities which may cause injury to feet. The seasonal employee is responsible for providing their own protective footwear and will be forbidden from performing any task that requires same until appropriately protected. All other required safety equipment for the seasonal employee will be provided by the City.

5.2 (a) PROTECTIVE DEVICE REIMBURSEMENT

The City will reimburse a full-time regular employee for the cost incurred for the “safety lens option” (must provide a doctor receipt specifying the additional cost of the safety lens) if the employee is required to wear safety glasses and the department head has determined “generic” non-prescription glasses are not appropriate.

The City will pay an annual flat amount to full-time regular employees required to wear safety shoes.

5.3 REPORTING ACCIDENTS, INJURIES, AND SAFETY VIOLATIONS

All accidents involving City employees or City vehicles must be reported to the employee's department head and then to the Treasurer, and an Incident Report must be completed on each accident. It is especially important to complete an Incident Report if there is damage to property or any possible indication of liability on the part of the City, its employees, or its agents.

In case of any injury, NO MATTER HOW SLIGHT, the injury must be reported to one's supervisor or a manager immediately. An employee should not treat one's own or a co-workers injuries or remove foreign particles from the eye, unless under emergency circumstances. Failure to report injuries promptly may exclude the employee from benefits to which he/she may otherwise be entitled.

The City's number one priority is to create the safest working environment for all employees. The City is committed to fully investigate any and all claims of safety violations. The City expects all employees to immediately report any safety violation to his/her supervisors. Failure to do so endangers not only the employee but co-workers.

5.4 HAZARDOUS MATERIALS

All pertinent information concerning chemicals used by the City is included in a Material Safety Data Sheet (MSDS) located in a notebook in City Hall and at appropriate City buildings. The City's written Hazard Communication Program is also included in the MSDS notebook.

5.5 SAFETY RULES

It is the policy of the City to provide and maintain safe working conditions, to follow operating practices that will safeguard all employees, and to create safe working conditions and efficient operations.

The City expects all employees to be safety conscious and to assist in finding conditions at work sites and offices that might cause an accident. If the employee notices or suspects unsafe conditions, he/she should notify one's supervisor or a manager immediately.

1. Horseplay (including throwing of objects or water), and practical joking can result in serious injuries or death and are strictly prohibited and punishable. Yelling, whistling, loud radio playing or any other kind of confusion that could cause a delay in calling for assistance is not allowed.
2. Equipment is to be used only for its intended purpose.
3. Poor housekeeping can be the cause of accidents, wasted material, and wasted time. Maintain clear aisles, stack material neatly and solidly, return tools and equipment to their proper storage places, and keep floors clean and clear of debris. Stairways and exits must be clear at all times.
4. Report any irregularity in equipment immediately to one's supervisor or a manager. Do NOT operate until inspected and/or repaired.
5. Keep tools and equipment in clean, good condition and ensure that they are properly positioned to avoid slipping.
6. Do NOT use chairs or stools to stand on. Use approved ladders; ensure that they are properly positioned to prevent slipping.
7. When repairing any power equipment the employee must be authorized to work on such equipment and follow proper lockout and blocking procedures.

City of Charlevoix
Employee Handbook
APPENDIX A

The Charlevoix City Council met on Monday, June 18, 2018 with Mayor Luther Kurtz presiding. All Councilmembers were present. The following is an excerpt from the official records of said meeting:

Motion by Cole, seconded by Kalbfell, to approve Ordinance No. 793 of 2018, as follows:

**CITY OF CHARLEVOIX
ORDINANCE NO. 793 of 2018**

AN ORDINANCE TO AMEND THE CODE OF THE CITY OF CHARLEVOIX BY ADDING A NEW CHAPTER, WHICH NEW CHAPTER SHALL BE DESIGNATED AS CHAPTER 10 OF TITLE 1 – ADMINISTRATION OF SAID CODE

THE CITY OF CHARLEVOIX ORDAINS:

SECTION 1. Title I, Chapter 10, Sections 1.801 through 1.806 of the City Code are hereby added as follows:

**CHAPTER 10
ETHICAL CONDUCT**

1.801. Ethical Conduct.

- (1) The citizens of Charlevoix are entitled to have fair, ethical and accountable local government that has earned the public's full confidence for integrity.
- (2) Furthermore, the effective functioning of democratic government requires that public officials, both elected and appointed, comply with both the letter and spirit of the laws and policies affecting the operations of government; public officials be independent, impartial and fair in their judgment and actions; public office be used for the public good, not for personal gain; and public deliberations and processes be conducted openly, unless legally confidential, in an atmosphere of respect and civility.
- (3) To this end, the Charlevoix City Council adopts this ordinance to assure public confidence in the integrity of local government and its effective and fair operation. Serving in local government is the holding of public trust. This trust should never be undermined.

In all actions, employees, the City Manager, and City Council members will adhere to all local, state and federal laws regulating ethical action. Various professional codes of ethics and other similar documents may be used to supplement determinations of ethical conduct.

1.802. Conflicts of Interest.

- (1) Conflicts of interest will naturally occur from time to time and in such cases when they may or do in fact arise, should be presented publicly to diminish the potential of actual or perceived special interests.
- (2) *Definitions.* For the purpose of this subchapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.
 - (a) "Conflict of interest" may occur when action by the city, either through its employees, its boards, committees, commissions or other such bodies, or the City Council, could be construed as impacting negatively or positively an interest of an employee or Council Member, his or her relatives, business or financial investments, property, or other interests.
 - (b) "Immediate family" shall mean the spouse, child, parents, brother, sister, half- sister, half-brother or the spouses of any listed relatives. All relationships shall include those arising from adoption and marriage.

- (c) "City Council", except where specifically referred to, shall refer to the Mayor and each member of the City Council.
 - (d) "Boards, Commissions, Committees" shall refer to those boards, committees, commissions, or other bodies created by statute, local ordinance, resolution, local policy and any and all subcommittees those bodies may, from time to time, create.
- (3) City Council reporting of conflicts of interest.
- (a) If a case may arise when a Council Member or the Mayor has a conflict of interest, he or she shall make known the potential conflict in open session when City Council business might involve such interest. The Council Member or Mayor need not provide detail on the potential conflict so as to injure a client or patient relationship.
 - (b) In addition to the general rule on conflicts of interest above, the following specific conflicts of interest are specifically prohibited:
 - (i) *Holding of other offices.* No Council Member shall hold any other city office or employment during the term for which they were elected to the Council except where specifically allowed by the Charter and/or statute.
 - (ii) *Voting involving a conflict of interest.* No member of the Council shall vote on any question in which he, she or a member of their immediate family as defined in this subchapter, has a financial interest, other than the common public interest, or on any question concerning his or her own conduct. Council Members who may have a financial interest shall state such interest and then refrain from debating, commenting, or otherwise seeking to influence the Council on such question.
 - (iii) If a member of City Council believes that another member of City Council has a conflict, he or she shall raise such perceived conflict. If the member in question does not concede a conflict, the majority of the remaining Council Members may vote to prohibit that Council Member or the Mayor who may have a conflict from participating in that item of business. The Council shall solely be the judge of its own members and the Mayor.
- (4) Board, Committee, Commission Conflicts of interest.
- (a) If a case may arise when a member of a board, committee, or commission has a conflict of interest, he or she shall make known the potential conflict in open session when the body might conduct business involving such interest. The member need not provide detail on the potential conflict so as to injure a client or patient relationship.
 - (b) In addition to the general rule on conflicts of interest above, the following specific conflicts of interest are specifically prohibited:
 - (i) *Voting involving a conflict of interest.* No member of the body shall vote on any question in which he, she or a member of their immediate family as defined in this subchapter, has a financial interest, other than the common public interest, or on any question concerning his or her own conduct. Members who may have a financial interest shall state such interest and then refrain from debating, commenting, or otherwise seeking to influence the Council on such question.
 - (ii) If a member believes that another member has a conflict, he or she shall raise such perceived conflict. If the member in question does not concede a conflict, the majority of the remaining body members may vote to prohibit that member who may have a conflict from participating in that item of business.
- (5) City Manager reporting of conflicts of interest.

- (a) If a case may arise when the City Manager has a conflict of interest, he or she shall make written notification of such conflict to the Mayor and the City Clerk. To the extent possible, the City Manager's involvement in the situation will be minimized to avoid the appearance of impropriety. The City Manager's conduct shall at all times be in accord with the ICMA Code of Ethics.
- (b) It shall not be deemed a conflict of interest by the City Manager to enforce or cause to be enforced zoning or ordinance violations in keeping with standard practice. It shall also not be deemed a conflict of interest for action to be taken by the city to improve or otherwise conduct normal public activities in the neighborhood where the City Manager may reside.
- (6) *Employee reporting of conflicts of interest.* If a case may arise when an employee of the city or the city's Attorney, Auditor, or other professional contractor may have a conflict of interest, he, she, or the corporation, partnership or entity shall promptly report such conflict or potential conflict to the City Manager. The City Manager shall determine what steps if any may be necessary to avoid the potential for preferential or adverse action because of the conflict.
- (7) *Council appearance before other bodies.* City Council shall not appear before or seek to influence members of other Boards, Commissions, or Committees except when they may be appointed to such body, serve as a member by virtue of statute or Charter, or may be invited to address the body by a majority vote of the body.
- (8) *General prohibition.* The City Council, board, committee, and commission members, the City Manager, and city employees should not take any special advantage of services, goods or opportunity for personal gain that is not available to the public in general.

1.803. Statutory Prohibitions.

In accord with Public Act 196 of 1973 (being M.C.L.A. §§ 15.342 et seq.) the following shall apply to members of the City Council, the City Manager, and all other employees of the city.

- (1) *Confidential information.* The City Council, the City Manager, or an employee shall not divulge to an unauthorized person, confidential information acquired in the course of employment in advance of the time prescribed for its authorized release to the public.
- (2) *Personal opinions.* The City Council, the City Manager, or an employee shall not represent his or her personal opinion as that of the city.
- (3) *Use of city resources.* The City Council, the City Manager, or an employee shall use city personnel resources, property, and funds judiciously and solely in accordance with prescribed constitutional, statutory, and regulatory procedures and not for personal gain or benefit.
- (4) *Acceptance of gifts.* The City Council, the City Manager, or an employee shall not solicit or accept a gift or loan of money, goods, services, or other thing of value for the benefit of a person or organization, other than the state, which tends to influence the manner in which the public officer or employee or another public officer or employee performs official duties.
- (5) *Use of office for private gain.* The City Council, the City Manager or an employee shall not engage in a business transaction in which the public officer or employee may profit from his or her official position or authority or benefit financially from confidential information which the person has obtained or may obtain by reason of that position or authority. Instruction which is not done during regularly scheduled working hours except for annual leave or vacation time shall not be considered a business transaction pursuant to this division if the instructor does not have any direct dealing with or influence on the employing or contracting facility associated with his or her course of employment with this state.
- (6) *Outside employment.* The City Council, the City Manager, or an employee shall not engage in or accept employment or render services for a private or public interest when that employment or service is incompatible or in conflict with

the discharge of the officer or employee's official duties or when that employment may tend to impair his or her independence of judgment or action in the performance of official duties.

- (7) *Negotiation for private gain.* Except in cases of an employment agreement or contract, the City Council, the City Manager, or an employee shall not participate in the negotiation or execution of contracts, making of loans, granting of subsidies, fixing of rates, issuance of permits or certificates, or other regulation or supervision relating to a business entity in which the person has a financial or personal interest.

1.804. Non-Discrimination.

The city will not discriminate against any person in the provision of public service or employment on the basis of gender, race, creed, age, sexual orientation, language proficiency, income level, or any other legally protected classification. Such non-discrimination provisions may be limited by state or federal law.

1.805. Promulgation.

- (1) The City Manager is authorized to draft policies, procedures, and other documents necessary to enforce provisions of this subchapter. To the extent deemed necessary, statements from this subchapter may be appended to contracts with outside vendors and contractors. The City Manager may also revise the city's Personnel Policy as needed to reflect this subchapter.
- (2) Upon approval of this ordinance and upon assuming office, the Mayor, Council Members, board, committee, and commission members, the City Manager and employees the City Manager may designate from time to time shall affirm their commitment to ethical conduct and this ordinance by signing the form below:

As a _____ of the City of Charlevoix, I agree to uphold the Ethical Conduct Ordinance of the City of Charlevoix and conduct myself by the following model of excellence. I will:

- Recognize the worth of all individuals and appreciate their individual talents, perspectives, and contributions;
- Help create an atmosphere of respect and civility where individual members, City staff, and the public are free to express their ideas and work to their full potential;
- Respect the dignity and privacy of individuals and organizations;
- Respect and maintain the nature of confidential and privileged information and opinions acquired as a result of my position;
- Conduct my public affairs with honesty, integrity, fairness and respect for others;
- Avoid and discourage conduct that is divisive or harmful to the best interests of Charlevoix; and
- Keep the common good as my highest purpose and focus on achieving constructive solutions for the public benefit.

I affirm that I have read and fully understand the Code of Ethics for the City of Charlevoix.

Signed

Dated

1.806. Penalty.

- (1) *Violations by Council members and board, commission, and committee members.* Violation of any provision of by a member of the City Council or a board, commission, committee may be punishable by action of the City Council to censure, reprimand, or otherwise discipline its own members or those of a board. Additionally, violations may also be felonies or misdemeanors under state or federal law.
- (2) *Violations by employees.* Violation of any provision may subject an employee to punishment up to and including termination. In addition to employment disciplinary action, the city may seek remedy in a court of competent jurisdiction for damages.

SECTION 2. Severability.

No other portion, paragraph or phase of the Code of the City of Charlevoix, Michigan shall be affected by this Ordinance except as to the above sections, and in the event any portion, section or subsection of this Ordinance shall be held invalid for any reason, such invalidation shall not be construed to affect the validity of any other part or portion of this Ordinance or of the Code of the City of Charlevoix, Michigan.

SECTION 3. Effective Date.

This Ordinance shall become effective thirty (30) days after its enactment.

Ordinance No. 793 of 2018 was adopted on the 18th day of June, 2018 A.D., by the Charlevoix City Council as follows:

Motion by: Cole
Seconded by: Kalbfell

Yeas: Kalbfell, Bryan, Hagen, Perron, Oleksy, Cole
Nays: None
Absent: None

State of Michigan } §
City of Charlevoix }

Luther Kurtz, Mayor
Joyce M. Golding, Clerk

CERTIFICATION

I, the undersigned, City Clerk of the City of Charlevoix, Charlevoix County, Michigan, do hereby certify that the foregoing is a true and complete copy of Ordinance No. 793 of 2018 adopted by the City Council of the City of Charlevoix, County of Charlevoix, State of Michigan, at a regular meeting held on June 18, 2018 and published in the *Charlevoix Courier* on June 22, 2018, the original of which is on file in my office and available to the public. Public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267 of the Michigan Public Acts of 1976.

Dated: June 22, 2018

Joyce M. Golding
Joyce M. Golding, City Clerk

City of Charlevoix
Employee Handbook
APPENDIX B

Motion by Councilmember Bob Timms, seconded by Councilmember Sherm Chamberlain to approve 2006-03-01 as follows:

CITY OF CHARLEVOIX
RESOLUTION No. 2006-03-01
RESOLUTION ESTABLISHING
SOCIAL SECURITY NUMBER PRIVACY POLICY

At a regular meeting of the Charlevoix City Council held in the Charlevoix City Hall located at 210 State Street, Michigan, on March 6, 2006.

PRESENT: Council members Gabe Campbell, Sherm Chamberlain, Shirley Gibson, Bill Haggard, Bob Timms, and Gene Beer
ABSENT: None

Recitals

WHEREAS, the Michigan Social Security Number Privacy Act, Public Act 454 of 2004, MCL 445.81 *et seq.*, (the "Act") requires a person who obtains one or more social security numbers in the ordinary course of business (including a local unit of government) to create a privacy policy concerning social security numbers that complies with the requirements of the Act; and

WHEREAS, the Charlevoix City Council desires to comply with the Act and hereby creates the following Social Security Number Privacy Policy.

Resolution

NOW, THEREFORE, BE IT RESOLVED that the Charlevoix City Council hereby establishes the following Social Security Number Privacy Policy for the City:

1. Purpose:

The City of Charlevoix (the "City") is required by the Michigan Social Security Number Privacy Act, Public Act 454 of 2004, MCL 445.81 *et seq.*, (the "Act") to create a privacy policy concerning the social security numbers that it possesses or obtains. This Privacy Policy, therefore, sets forth the City's policies and procedures regarding how social security numbers are obtained, stored, transferred, used, disclosed and disposed.

2. Policy:

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

3. Procedure:

A. Obtaining Social Security Numbers. Social security numbers should be collected only where required by Federal and state law or as otherwise permitted by Federal and state law for legitimate reasons consistent with the Act and this Privacy Policy. When the City obtains a social security number, the individual from whom the social security is obtained shall be entitled to know the purpose, intended use, whether the number is required to be provided by law, and the consequences of not providing the number.

Legitimate reasons for collecting a social security number include, but are not limited to:

- Applicants may be required to provide a social security number for purposes of a pre-employment background check.
- Copies of social security cards may be obtained for purposes of verifying employee eligibility for employment in accordance with the Immigration Reform and Control Act.
- Social security numbers may be obtained from employees for tax reporting purposes (i.e., IRS Form W-4), for new hire reporting or for purposes of enrollment in any City employee benefit plans.
- Social security numbers may be obtained from creditors or vendors for tax reporting purposes (i.e., IRS Form 1089).

- Social security numbers may be obtained to verify an individual's identity related to accounts, transactions and services with the City.
 - Social security numbers may be obtained to investigate an individual's claim, credit, criminal, or driving history.
 - Social security numbers may be obtained to detect, prevent, or deter identity theft or another crime.
 - Social security numbers may be obtained to lawfully investigate, collect, or enforce a child or spousal support obligation or tax liability.
- B. Public Display.** All or more than four sequential digits of a social security number shall not be publically displayed and shall not be placed on identification cards, badges, time cards, employee rosters, bulletin boards, permits, licenses or any other materials or documents designed for public display. Documents, materials or computer screens that display all or more than four sequential digits of a social security number shall be kept out of public view at all times.
- C. Account Numbers.** Except as permitted by the Act, all or more than four sequential digits of a social security number shall not be used as a primary account number for an individual.
- D. Computer Transmission.** All or more than four sequential digits of a social security number shall not be used or transmitted on the Internet or on a computer system or network and shall not be used to gain access to a computer system or network, unless the connection is secure or the transmission is encrypted.
- E. Mailed Documents.** City documents containing all or more than four sequential digits of a social security number shall not be intentionally mailed to a person, unless one of the following exceptions apply. In addition, any document or information mailed or otherwise sent to an individual shall not have all or more than four sequential digits of a social security number visible on or, without manipulation, from outside of the envelope or packaging.
- (i) State or Federal law, rule, regulation, or court order or rule authorizes, permits, or requires that a social security number appear on the document.
 - (ii) The document is sent as part of an application or enrollment process initiated by the individual.
 - (iii) The document is sent to establish, confirm the status of, service, amend, or terminate an account, contract, policy, or employee or health insurance benefit or to confirm the accuracy of a social security number of an individual who has an account, contract, policy, or employee or health insurance benefit.
 - (iv) The document or information is a public record and is mailed by the City in compliance with the Michigan Freedom of Information Act.
 - (v) The document or information is a copy of a vital record as provided by law and is mailed to a person entitled to receive that record.
 - (vi) The documentation or information is mailed by or at the request of an individual whose social security number appears in the document or information or his or her parent or legal guardian.
 - (vii) State or Federal law authorizes, permits or otherwise requires the mailing of the document containing all or more than four sequential digits of the social security number.
- F. Freedom of Information Act.** Where all or more than four sequential digits of a social security number are contained within a document subject to disclosure under the Freedom of Information Act, the social security number shall be redacted or otherwise rendered unreadable before the document or copy of a document is disclosed.
- G. Storage.** All documents containing social security numbers shall be stored in a physically secure manner. Social security numbers shall not be stored on computers or other electronic devices that are not secured against unauthorized access.
- H. Retention and Access to Social Security Numbers.**
- (i) All records containing social security numbers (whether partial or complete) will be maintained in secured files.
 - (ii) All paper records containing social security numbers must be stamped "Confidential," "Controlled Document," or some similar identifying mark.

- (iii) Only personnel who have a legitimate business reason will have access to records containing social security numbers. The department heads having access to records containing social security numbers shall determine which other personnel within their departments have a legitimate reason in the City's ordinary course of business to have access to such social security numbers.
 - (a) Employees whose jobs entail regular access to records containing social security numbers shall be trained in the requirements of the Act and this Privacy Policy.
 - (b) Where a record containing a social security number is to be disseminated to persons outside of the City of Charlevoix, to persons within the City of Charlevoix who are not authorized or trained in the Act and this Privacy Policy, or where the social security number is not relevant to the purpose for which the record is being shared, the social security number shall be redacted or otherwise rendered unreadable.
 - (iv) Employees using records containing social security numbers will take appropriate steps to secure such records when not in immediate use. Such steps may include:
 - (a) Placing such records in a locked desk or file drawer when not in use.
 - (b) Using password protection or screen-savers on computers and computerized records to prevent unauthorized access to or viewing of such records by others.
 - (v) Inactive records containing social security numbers will be retained in accordance with the requirements of state and Federal laws and then destroyed in a manner that continues to ensure this confidentiality. For purposes of this Privacy Policy, "inactive records" are those where there is no longer a current employee, supplier or customer relationship.
- I. Disposal.** Documents containing social security numbers shall be retained in accordance with the requirements of state and Federal laws. At such time as documents containing social security numbers are disposed of, such disposal shall be accomplished in a manner that protects the confidentiality of the social security numbers, such as shredding.
- J. Unauthorized Use or Disclosure of Social Security Numbers.** The City shall take reasonable measures to enforce this Privacy Policy and to correct and prevent the reoccurrence of any known violations. Any employee, who knowingly obtains, uses or discloses social security numbers for unlawful purposes or contrary to the requirements of this Privacy Policy shall be subject to discipline up to and including discharge. Additionally, certain violations of the Act carry criminal and/or civil sanctions. The City will cooperate with appropriate law enforcement or administrative agencies in the apprehension and prosecution of any person who knowingly obtains, uses or discloses social security numbers through the City for unlawful purposes.

4. Exceptions to Privacy Policy:

- A. Authorized Use of Social Security Numbers.** This Privacy Policy shall not apply to the use of all or more than four sequential digits of a social security number that is authorized or required by state or Federal law, by court order or rule, or pursuant to legal discovery or process.
- B. Agencies Authorized to Use Social Security Numbers.** This Privacy Policy shall not apply to the use of all or more than four sequential digits of a social security number by officers of the Charlevoix City Police and the City Attorney as part of a criminal investigation.
- C. Authorized Disclosure of Social Security Numbers.** This Privacy Policy shall not apply to the disclosure of all or more than four sequential digits of a social security number to a title IV-D agency, law enforcement agency, court, or prosecutor as part of a criminal investigation or prosecution.

RESOLVED this 6th day of March, 2006.

Resolution adopted by the following yeas and nays votes:

Yeas: Campbell, Chamberlain, Gibson, Haggard, Timms, and Beer
 Nays: None
 Absent: None

RESOLUTION DECLARED ADOPTED.

CITY OF CHARLEVOIX

By: _____
Norman Carlson, Jr., Mayor

CERTIFICATION

I, the undersigned, the Clerk of the City of Charlevoix, Charlevoix County, Michigan, do hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City Council of the City of Charlevoix, County of Charlevoix, State of Michigan, at its regular meeting held on March 6th, 2006, the original of which is on file in my office and available to the public. Public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267 of the Michigan Public Acts of 1976.

Dated: 07/03/06

Carol A. Ochs, Clerk

RECEIPT AND ACKNOWLEDGMENT PAGE

1. I hereby acknowledge receipt of the City of Charlevoix's Employee Handbook.
2. I understand that it contains important information regarding my employment relationship with the City, including current policies and benefits of the City, rights and responsibilities that I have and those that my employer has, and that the policies contained in the Handbook apply to me and my employment with the City of Charlevoix.
3. I understand that if I have questions about the Handbook or the policies within, it is my responsibility to ask Human Resources or the City Manager about them.
4. I agree to accept the policies, agreements, and rules as stated in the Employee Handbook.
5. I understand that employment with the City is "at will", (unless I am a member of a union with a contract with the City) which means that either the City or I may terminate the employment relationship at any time, with or without cause, with or without notice.
6. I understand that the management of the City reserves the right to change the policies, procedures, and benefits described in this Employee Handbook at any time with or without notification.
7. I understand that this handbook is not intended nor does it serve as an express or implied contract of employment or a contract for benefits.
8. I understand that the policies described in this Employee Handbook supersede all previous policies, practices, and oral statements of anyone associated with the City, its' predecessors, and its' authorized agents and that this Employee Handbook includes the exclusive policies of the City.
9. I understand and agree that this Employee Handbook is and remains the property of the City, and that I will return it upon termination of my employment or upon the issuance of a new Employee Handbook.
10. I understand that violation of any of the City's policies may result in immediate termination at management's discretion.
11. Unless otherwise expressly agreed in a written document signed by the City Manager and the employee, which specifically makes reference to this Handbook, an employee shall be an employee "at will" whose employment and compensation can be terminated with or without cause, and with or without notice, at any time at the option of either the Employer or the Employee. No employee or representative of the City, other than the City Manager has any authority to enter into any agreement for employment for any specified period of time or to make any agreement contrary to this provision. If the City Manager changes my employment relationship from an "employment-at-will" agreement, it may only be done in a writing signed by him/her.

****Continued on the next page****

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

Employee Signature: _____ Date _____

Print Name: _____

The City of Charlevoix
210 State Street
Charlevoix, MI 49720

EMPLOYEE HANDBOOK
December 2015

CHARLEVOIX CITY COUNCIL

All Other Actions and Requests

TITLE: Community Growth Grant Options

DATE: August 20, 2018

PRESENTED BY: Mark L. Heydlauff, City Manager

BACKGROUND:

Networks Northwest has released a grant program seeking proposals of not more than \$25,000 plus a 25% local match to aid communities in making progress on pre-existing plans. The grant is due by September 10.

Councilmember Kalbfell and DDA Member Owens have teamed up to look at ways to implement the SBEI report. One item that fits within that effort and Council goals is improved trash receptacles plus the addition of recycling options downtown. We have found a vendor who supplies "smart" receptacles that compact the waste placed in them and also alert us when they are near full. This will aid in reducing labor costs to maintain them in our high-traffic areas, increase recycling awareness, and reduce the frequency of trash collection during major events. The units sell for \$7,000-8,000 each. The grant would be a good way to test the technology and make a good improvement downtown on this subject.

Recreation Director Knorr proposes using this grant to fund one or two ADA Accessible kayak launches at Ferry and/or Depot Beach. These launches make it easy for persons of all abilities to launch a kayak and would encourage senior citizens to use this recreation option along with other members of their family or friends. These launches could be part of a broader effort to encourage enjoyment of our waterways. This proposal aligns with our Recreation Plan and also City Council Goals.

RECOMMENDATION:

Motion to select xxxx project for the Community Growth Grants Program and authorize City Staff to submit the proposal and commit the local match as needed.

ATTACHMENTS:

- ▣ Community Growth Grant Program



MICHIGAN REGIONAL PROSPERITY INITIATIVE: COMMUNITY GROWTH GRANTS PROGRAM

Release Date: July 18, 2018
Due Date: September 10, 2018

Michigan's Regional Prosperity Initiative (RPI), as initiated by Governor Snyder and signed into law, encourages local private, public and non-profit partners to identify regionally-aligned growth and investment strategies. The ultimate goal of the RPI is to create prosperity by making this region an even better place to live, work and play.

Through the RPI, Networks Northwest is making funds available for the ten-county region of Antrim, Charlevoix, Emmet, Benzie, Grand Traverse, Kalkaska, Leelanau, Manistee, Missaukee, and Wexford, and will provide direct financial support to communities for collaborative, action-oriented projects that will enhance our communities' sense of place and build the foundation for a stronger regional economy.

Grants of up to \$25,000 will be made available on a competitive basis to city, village, township, and county governments from the ten-county (NWMCOG/Northwest Prosperity Region #2) region for projects that implement locally- or regionally-adopted plans.

Purpose

The Regional Prosperity Initiative Community Growth Grants Program is intended to strengthen our region by removing barriers and creating incentives for greater public and private sector investment in our region. Successful projects will create the conditions for sustainable and efficient growth and development by implementing strategies that are consistent with local values, community goals, and help to build a more robust regional economy. **Projects must work towards implementation of goals included in a locally- or regionally-adopted plans.**

Project Application and Selection

All city, township, village, and county governments in Antrim, Benzie, Charlevoix, Emmet, Grand Traverse, Kalkaska, Leelanau, Manistee, Missaukee, and Wexford Counties are eligible to apply for financial assistance.

The NWMCOG is accepting applications in the form of clear and concise proposals of no more than 4 pages. Proposals should contain all of the following:

- **Purpose Statement.** Summarize the purpose of the project.
- **Background and Need.** Why did you apply for this grant? What is the need for this activity?
- **Project Goals and Activities.** In a brief statement, please identify the project goals. What do you hope to achieve? What activities will be completed to meet the community's needs? Who will complete the work?
- **Participant Information.** Describe your community's organizational structure, including staff capacity and leadership. Who are the partners and how will they participate in the project?

- **Project Area.** Please provide a brief description of the project. *Maps and conceptual drawings do not count towards page count.*
- **Project Commitment.** The proposal must include a commitment to provide matching funds totaling 25% of the total project cost.
- **Project Budget and Narrative.** Please show total project costs, additional funding sources, and how the Community Growth Grant funds will be applied to the project.
- **Innovation.** Does your program/project incorporate a new approach or methodology?
- **Inclusion in Adopted Plans.** How does your program/project implement goals or objectives of adopted local, county, or regional plans?
- **Community Impact.** What will be different in the community if your project is successful? How will the outcomes of the project have a long-term community benefit?
- **Performance Measures.** How are the impacts of this activity measurable?

An application review committee will evaluate all applications received objectively and with use of a scoring rubric. The success of an application will be determined by its ability to demonstrate a clear linkage to regional initiatives, completeness and clarity of purpose, the likelihood of project success, level of local commitment, and most importantly how the proposal will create the conditions for further investment.

For questions regarding this grant opportunity, please contact Kathy Egan by email (kathyegan@networksnorthwest.org) or phone (231-929-5057).

To Apply:

Grant applications must be received no later than 4 p.m. on September 10, 2018. Please submit applications as Adobe Acrobat .pdf documents (preferred method), to kathyegan@networksnorthwest.org or mail to:

Networks Northwest
Attn: Kathy Egan, Community Planner
PO Box 506
Traverse City, MI 49685

Phone: 231-929-5057

CHARLEVOIX CITY COUNCIL

Reports and Communications

TITLE: City Manager Comments

DATE: August 20, 2018

PRESENTED BY: Mark L. Heydlauff, City Manager

BACKGROUND:

A. Clean Water Initiative

The Tip of the Mitt Watershed Council approached me regarding a grant proposal they are submitting aimed at improving the quality of storm water discharged into Lake Charlevoix and Round Lake. They'll be assessing our current storm water and developing an approach for us to consider to improve structures (as we do routine improvements) to reduce the pollutants discharged into the lakes. Given the Council's goal of working on environmental sustainability, I think this fits well with our mission as a community and our dedication to this natural resource. I will keep you advised on the outcome of this work and I thank again the staff of the Tip of the Mitt Watershed Council for their commitment to northern Michigan's freshwater resources.

B. EMS Review

This spring we retained the Center for Public Safety Management to do an independent review of our EMS Department. We received those results in June and have already begun to implement the recommendations and findings. One of those recommendations was to purchase new, state-of-the-art cardiac monitors; Council approved this recommended purchase last month and over this past weekend, the new monitors were placed into use. In September, I've asked Chief Doan and EMS Director McMullen to bring you a status report on the department and discuss future plans for the staffing of our Department. I believe we have and are making great progress and I look forward to sharing this information with you in detail.

C. Green Energy Initiative

I'll be in Marquette next week at a work group organized by the Council of Michigan Foundations to discuss how we and other cities can implement green energy into our communities. We are currently working with the Charlevoix County Community Foundation and other area cities and foundations to look at a cooperative effort to educate our residents on green energy and demonstrate new green energy efforts. Again, this is part of Council's goals and I look forward to its outcome.

ATTACHMENTS:

- ▣ ZBA Minutes - May
- ▣ PC Minutes - July

CITY OF CHARLEVOIX
ZONING BOARD OF APPEALS MINUTES
Monday, May 21, 2018 – 6:00 p.m.
210 State Street, Charlevoix, MI

A) CALL TO ORDER

The meeting was called to order by Chair Withrow at 6:00 p.m.

B) ROLL CALL/PLEDGE OF ALLEGIANCE

Chair: Greg Withrow
Members Present: Ann Gorney, Richard Hodgson, Timothy Kish
Members Absent: Patricia Miller
Staff Present: Jonathan Scheel, Zoning Administrator

C) INQUIRY INTO POTENTIAL CONFLICTS OF INTEREST

Member Hodgson for Use Variance 2018-02.

D) APPROVAL OF AGENDA

No changes.

E) APPROVAL OF MINUTES

1. Motion to Approve or Amend the April 26, 2017 Meeting Minutes

Motion by Member Hodgson, second by Member Kish to approve the April 26, 2017 meeting minutes as presented. Motion passed by unanimous voice vote.

F) ELECTION OF OFFICERS

Motion by Member Hodgson, second by Member Gorney to nominate Greg Withrow as Chair. Motion passed by unanimous voice vote.

Motion by Chair Withrow, second by Member Kish to nominate Richard Hodgson as Vice Chair. Motion passed by unanimous voice vote.

G) NEW BUSINESS

Chair Withrow changed the order of the agenda to discuss the second item first.

2. Public Hearing for Applicant 2018-02 ZBA: Use Variance Request from Mike Pattullo – 228 Bridge Street

Chair Withrow noted that the zoning ordinance states that the ZBA needs five votes to pass a use variance therefore, the Board could not act on the request at this meeting. Zoning Administrator Scheel questioned if it would be appropriate to have a discussion since the applicants were present even though the Board could not vote on the matter. Chair Withrow agreed.

Member Hodgson stated that he had a conflict of interest and recused himself.

a. Staff Presentation

Zoning Administrator Scheel stated that the Board did not have a copy of the parcel map of the subject block. The parcel map showed only two properties on the first floor that did not have “the split already done, this property and one other”. He stated that there was a change of ordinance that they did not want to see storefronts changing into residential in the general downtown area.

b. Applicant Presentation (if requested)

Mike Pattullo, Shoreline Architecture of Petoskey, stated that applicant Claudia Baird was also present. He stated that the owners along with the retailer decided that they wanted to downsize the first-floor retail space, and the owners were interested in expanding the residence on the second floor down into the first floor, going from a one bedroom/1.5 bath unit to a three bedroom/3.5 bath unit. He stated this was not intended to be a separate residence. Mrs. Baird stated that she wanted to be clear that they were not going to be using the space as a rental unit.

c. Call for Public Comments

Zoning Administrator Scheel stated there were two letters of support for the variance request from John Haggard & Way Building Contractors. No other public comments.

d. ZBA Determination of Findings of Fact

Chair Withrow stated that he had not heard any comments from the Board that would be contrary to this variance request. At this point, he felt that there was no reason to go through the findings of fact. He stated that they would table the discussion so it did not have to be re-noticed.

e. Motion

None.

1. Public Hearing for Applicant 2018-01 ZBA: Dimensional Variance Request from Jeffery Novotny – 407 May Street

Member Gorney stated that she worked with Shelly Novotny and they live in her neighborhood, but she did not think there was a conflict of interest.

a. Staff Presentation

Zoning Administrator Scheel presented background of the project and stated that they received five letters of support for the variance request from Shane Cole, Luther Kurtz, Donna Russell, DeeAnn & Carl Rothenburger, Eugene Mona, and Molly & Joshua Vager. He stated that the request was to construct a 1,612 square foot residential building addition and the applicant was requesting three variances: 1) an 11' street side yard variance, 2) a 3' rear yard setback, and 3) a lot coverage variance of an additional 8%. The standards in the R-1 district are 15' front yard setback, 10' side yard setback, 15' street side setback, 25' rear yard setback, and maximum lot coverage 40%.

b. Applicant Presentation (if requested)

Jodi Alger, Home Planning & Design, representing Shelly & Jeffrey Novotny, stated that the applicants have owned the home since 1994 and the main floor had no space to add bedrooms. There were two bedrooms upstairs, and there was a 348 sq. ft. shed that would be removed. The addition would include a gathering room, kitchen, main level master bedroom, and a garage with a basement underneath. She stated that the family was planning to retire in Charlevoix. Ms. Alger responded to questions from the Board.

c. Call for Public Comments

None.

d. ZBA Determination of Findings of Fact

Chair Withrow questioned if there was any discussion regarding the lot size variance and indicated that they were looking for an 8% change in the lot coverage variance. After discussion, the Board revised the language in the second paragraph under (3) *Additional 8% lot coverage variance*, (5(b)) *Variance General Standards*, to read: "The ZBA finds that the need for the requested variance is due to unique circumstances and physical conditions of the property including exceptional narrowness, and small size. The lot is 56.5' wide, which is 3.5' narrower than the majority of lots on this block; this equates to approximately 450 additional square feet to the lot size. The ZBA finds that this standard is met since the lot is smaller in area and narrower compared to other lots in the same block and immediate vicinity."

Under (1) *Eleven-foot street side yard variance*, (5(b)) *Variance General Standards*, 2. *Extraordinary Circumstances*, Chair Withrow indicated that the language needed to reflect that: "The building exists within the current zoning requirements and all we're doing is continuing that variance as a fill-in."

After discussion, the Board revised the language in the second paragraph under (1) *Eleven-foot street side yard variance*, (5(b)) *Variance General Standards*, 2. *Substantial Justice* to read: "The ZBA finds that the applicant is requesting the minimum variance necessary and should not create an adverse impact to other properties in the neighborhood or zoning district. The impact of this variance is 1'4" from the existing non-conforming structure. Therefore, this is an infill and constitutes the minimum necessary for an acceptable structural modification."

Chair Withrow stated that under section - 3, *Impact on the Surrounding Neighborhood*, should be revised to state the same language in all of these sections to reflect that six of the surrounding neighbors had submitted letters of support for the

requested variances. The Board agreed to eliminate the proposed *Conditions of Approval* language, and to add a condition that the porch shall never be enclosed on the Garfield side.

The Board discussed the language in the second paragraph under (2) *Three-foot rear yard variance*, (5(b)) *Variance General Standards*, and Ms. Alger stated this variance request was not a hardship in that she could move the garage 3' to the east and the 3' she's taking away from the square footage would be added to the great room. The applicants withdrew the variance request for the rear yard variance.

e. Motion

Motion by Member Gorney, second by Member Kish to approve Project 18-01 ZBA with conditions that the porch will never be enclosed on the Garfield side and the 48% lot coverage based on specific findings of fact that prove that the project does meet the review standards in Section 5.178 (6).

Motion passed by roll call vote as follows:

Yeas: Gorney, Hodgson, Kish, Withrow

Nays: None

Absent: Miller

G) CALL FOR GENERAL PUBLIC COMMENT

None.

H) ADJOURNMENT

Motion by Member Kish, second by Member Hodgson to adjourn the meeting. Motion passed by unanimous voice vote. The meeting adjourned at 7:17 p.m.

Joyce M. Golding/fgm

City Clerk

Greg Withrow

Chair

CITY OF CHARLEVOIX
PLANNING COMMISSION MEETING MINUTES
Monday, July 9, 2018 - 6:00 p.m.
210 State Street, City Hall, Council Chambers, Charlevoix, MI

A. Call to Order

The meeting was called to order at 6:00 p.m. by Chair Chamberlain.

B. Roll Call

Chair:	Sherm Chamberlain
Members Present:	Toni Felter, Brian Gelb, Dennis Halverson, Philip Parr, RJ Waddell, Rick Golding
Members Absent:	Jennifer Muladore
Member Vacancy:	One
Staff Present:	Kathy Egan, Community Planner Networks Northwest

Chair Chamberlain reported that Nelson Fletcher submitted his resignation from the Planning Commission and expressed gratitude to him for serving.

C. Inquiry into Potential Conflicts of Interest

D. Approval of Agenda

Motion by Member Felter, second by Parr to approve the agenda as presented. Motion passed by unanimous voice vote.

E. Approval of the June 11, 2018 Minutes

Motion by Member Waddell, second by Member Gelb to approve the June 11, 2018 meeting minutes as presented. Motion passed by unanimous voice vote.

F. Call for Public Comment Not Related to Agenda Items

G. New Business

1. Moose Sculpture

Egan introduced the topic of a potential donation to the City of a life-size moose sculpture from Claudia and Weldon Baird. The donors were specific that they thought it would be a welcome addition to East Park. City Council asked the Planning Commission to review the idea and report to them.

Chair Chamberlain asked if there was any public comment on this subject. There was none. He went on to say that although the sculpture is unique it is not connected to the history of Charlevoix and it would interfere with the use of the park. He noted that it was important that East Park remain open and green.

Other points from commissioners included:

- The viewshed is important to the City. For this reason, the City declined donations in the past, citing shuffleboard courts and a fireplace as examples.
- The goal of the East Park design team was to keep it minimal.
- It is not appropriate for East Park; other parks may be a better location for the sculpture.
- Concern that the sculpture may be a safety hazard. Kids may be tempted to try to climb it and it is made of rusty metal.
- The offer is a nice gesture and made with good intentions, but it interferes with what is in the park.

Motion by Member Halverson, seconded by Member Golding to thank the Bairds for their generous offer, but for aesthetic and safety reasons they recommend that the City Council not accept the offer.

Yeas: Waddell, Parr, Halverson, Golding, Gelb, Felter, Chamberlain

Nays: None

Absent: Muladore

2. Zoning Ordinance Amendment Review #1 Housekeeping

Egan introduced the list of proposed zoning amendments. Ten have to do with the update of the sign section of the ordinance, four are from a previous ordinance review, three deal with a reduction in ZBA membership from 7 to 5, and the rest are miscellaneous clarifications.

A contradiction in the ordinance needs to be clarified. In one place it says that the minimum width of a dwelling is 16 feet and in another place it reads to be 22 feet. After discussion the Commission agreed to change both to 20 feet minimum width. The rest of the changes were reviewed.

Motion by Member Felter, second by Member Parr to forward the draft amendments with the change to 20 feet minimum dwelling width to a public hearing at the August meeting. Motion passed by unanimous voice vote.

3. Zoning Ordinance Amendment Review #2 Procedure Changes

Egan introduced the proposed amendment that would remove City Council from approval procedures for site plan reviews, special land uses, site condo approvals, and planned unit developments. This is a recommendation from City Council.

Motion by member Golding, second by Member Halverson to forward the draft amendments to a public hearing at the August meeting. Motion passed by unanimous voice vote.

H. Old Business

1. Rental Ordinance Example

Egan provided the simplest rental ordinance example she was able to find which is used in Ionia, Michigan. The Commission discussed it. Although the goal is noble, public safety enforcement is a challenge and it depends on who is conducting the inspections. Police or fire personnel would not be able to inspect at this level, it would need some sort of a building inspection certification. After researching and discussing the idea of the City adopting a long term rental policy the Commission came to the consensus that now is not the time for Charlevoix to enact such an ordinance. Even a simple ordinance can be extensive and expensive to enforce. It was noted that there were no members of the public asking for such standards. No action taken.

2. Housing Discussion Report

Egan presented the report on housing options available to the City. Chamberlain requested a report that showed the trends in housing needs, employment trends, and demographics as a next step. The Planning Commission can follow that with the fieldtrip idea to take a look at what housing is available in the different districts. The third step would be to formulate changes to the Zoning Ordinance.

I. Staff Updates

J. Request for Next Month's Agenda or Research Items

There will be two public hearings for Zoning Ordinance amendments. Housing/employment/demographic data will be presented.

Member Waddell questioned a point of order. There were three donations to the City in the past week and the Planning Commission has been asked to review only one of them. The others were the Blue Star Memorial plaque and Keep Charlevoix Beautiful plaques on downtown light poles. Chair Chamberlain said it may be a consistency issue and will confer with the Mayor.

K. Adjournment by 8:00 p.m. Unless Extended by Motion

Motion by Member Golding, second by Member Halverson to adjourn the meeting. Motion passed by unanimous voice vote. Meeting adjourned at 7:16 p.m.

Kathy Egan

Community Planner

Sherm Chamberlain

Chair