



**AGENDA**  
**CITY OF CHARLEVOIX CITY COUNCIL REGULAR MEETING**  
**Monday, March 16, 2020- 6:00 PM**  
**Council Chambers, 210 State Street, Charlevoix, MI**

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- 1. Pledge of Allegiance**
- 2. Roll Call**
- 3. Presentations**
- 4. Inquiry Regarding Conflicts of Interest**
- 5. Consent Agenda**
  - A. City Council Meeting Minutes - March 2, 2020
  - B. Accounts Payable and Payroll Check Registers
  - C. Purchase Ditch Witch Bore Rig: \$146,957.44
- 6. Public Hearings and Actions Requiring Public Hearings**
- 7. All Other Actions and Requests**
  - A. Approval of the Tentative Agreement between the City of Charlevoix and the Police Officers Labor Council (POLC)  
Mark L. Heydlauff, City Manager
  - B. COVID-19 Emergency Responses  
Mark L. Heydlauff, City Manager
- 8. Reports and Communications**
  - A. Public Comments
  - 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 - March 2, 2020

**DATE:** March 16, 2020

**RECOMMENDATION:**

Motion to approve City Council minutes.

**ATTACHMENTS:**

- ▣ Draft Council Minutes

**CITY OF CHARLEVOIX**  
**REGULAR CITY COUNCIL MEETING MINUTES**  
**Monday, March 2, 2020 – 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 Cole.

**1. Pledge of Allegiance**

**2. Roll Call**

Deputy Mayor: Shane Cole  
Members Present: Greg Bryan, Aaron Hagen, Janet Kalbfell, Tom Oleksy  
Members Absent: Mayor Luther Kurtz, Brian Slater  
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 Special Meeting Minutes – February 14, 2020
- ~~B. City Council Meeting Minutes – February 17, 2020~~
- C. Accounts Payable and Payroll Check Registers
  - a. Regular Accounts Payable Check Register – March 3, 2020
  - b. ACH Payments – February 18, 2020 to February 25, 2020
  - c. Payroll Check Register – February 21, 2020
  - d. Payroll Transmittal – February 21, 2020
  - e. Tax Disbursement – March 3, 2020
- D. Vendor Managed Inventory Alliance
- E. Purchase Electric Department Bucket Truck: \$226,986
- F. EMS-Stryker Power Load System

Darlene Klien requested that the February 17 draft minutes be remove from the Consent Agenda to be discussed in Other Council Business.

Motion by Kalbfell, second by Oleksy to approve the Consent Agenda as amended.

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

**6. Public Hearings & Actions Requiring Public Hearings**

**A. Public Hearing: Conditional Rezone Request for 904 May Street**

Zoning Administrator Scheel stated that this is a request for a Conditional Rezone of a large R-1 Single Family lot located at 904 May Street to R-4 Multi Family High Density. The proposed conditional rezone is for the west 122 feet of the 213 foot lot existing parcel. The subject lot is approximately 100' x 122' or 12,233.52 square feet. An approximate 1,200 square foot building exists on the lot.

The conditions of the rezone consist of: the size of the existing building will not change, the existing building will have new siding installed, maximum of three apartments in the existing building, and new landscaping to meet ordinance standards will be installed. If approved, the project must meet all regulations of the R-4 zoning district. The City of Charlevoix Planning Commission recommended approval.

Deputy Mayor Cole opened the item to public comment at 6:03 p.m. and none was heard. The public hearing was closed at 6:06 p.m.

*Clerk's Note: Pursuant to the City Charter, all Council members are required to be in attendance in order to vote on an ordinance. The vote will be rescheduled to the March 16<sup>th</sup> meeting.*

**7. All Other Actions & Requests**

**A. Fuel Supply Proposal**

Airport Manager Wyman stated that for the last two decades, Avfuel Corporation has supplied the Charlevoix Municipal Airport with its aviation fuels. In recent months, we've expressed our desire to reduce costs by owning some of the leased equipment. In response to our concerns, Avfuel put together a favorable proposal that addresses our concerns. Although we will continue to lease the fuel trucks from Avfuel, the new lease payments will save the City \$14,750 annually and \$103,250 over the duration of the term. The

Airport received a second proposal from Phillips 66 but the terms from Avfuel and their regional use cause us to recommend staying with Avfuel.

Deputy Mayor Cole opened the item to public comment and none was heard.

Motion by Oleksy, second by Hagen to approve Resolution 2020-03-01 authorizing the City Manager to sign the Avfuel agreement after review by Staff and the City Attorney.

**CITY OF CHARLEVOIX**  
**RESOLUTION NO. 2020-03-01**  
**EXECUTION OF FUEL SUPPLY AGREEMENT WITH AVFUEL CORPORATION**

- WHEREAS,** *the City of Charlevoix enters into a fuel supply and equipment lease agreement with Avfuel Corporation; and*
- WHEREAS,** *Avfuel Corporation agrees to provide the Charlevoix Airport with Aviation fuels; Avgas and Jet A fuel with additive; and*
- WHEREAS,** *the City of Charlevoix agrees to pay Avfuel Corporation, a lease payment of seven thousand dollars and zero cents (\$7,000.00) annually for two Jet A tankers and one 100LL Avgas tanker; and*
- WHEREAS,** *the fuel supply agreement is effective on March 1, 2020 and expires on March 1, 2027.*

**NOW THEREFORE BE IT RESOLVED,** *that the City of Charlevoix City Council hereby authorizes the City Manager to execute the Fuel Supply Agreement after review by City Staff and the City Attorney.*

**RESOLVED** *this 2nd day of March, 2020 A.D.*

*Resolution was adopted by the following yea and nay vote:*

*Yeas: Bryan, Oleksy, Cole, Kalbfell, Hagen*  
*Nays: None*  
*Absent: Slater*

**B. Fuel Farm Expansion Bid**

Airport Manager Wyman stated that during the past few years, we've seen traffic into our Airport steadily increasing. With this, increased fuel demand has pushed us at times beyond our in-ground fuel capacity limit of 10,000 gallons. The fuel farm expansion will give us an additional 20,000 gallons of storage capacity.

On February 27th, sealed bids were opened and after review, RS&H recommended Spence Brothers for the project. The breakdown of the project funding is 90% Federal 5% State and 5% Local. The total project cost including engineering services is \$825,595. The federal portion of the project is \$743,035. However, we only have \$703,493 in entitlement funding. The City would have to make up the \$39,542 difference in addition to the City's local match of \$41,280. The City's total out of pocket cost for this project will be \$80,822 of which, \$39,542 will be reimbursed once the next grant becomes available.

Deputy Mayor Cole opened the item to public comment and none was heard.

Motion by Kalbfell, second by Bryan to approve the fuel farm expansion bid from Spence Brothers in the amount of \$778,695 and Resolution 2020-03-02 Execution of Amendment No.1 to the Agreement for Professional Engineering Services, pending legal and State review and authorize the City Manager to sign all necessary documents.

*Yeas: Bryan, Oleksy, Cole, Kalbfell, Hagen*  
*Nays: None*  
*Absent: Slater*

**CITY OF CHARLEVOIX**  
**RESOLUTION NO. 2020-03-02**  
**EXECUTION OF AMENDMENT NO.1 TO THE AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES**

- WHEREAS,** *the City is approving an amendment to the Contract for Professional Engineering Services with RS&H Michigan, Inc. for the Fuel Farm Expansion; and*
- WHEREAS,** *the scope of the construction administration (CA) includes review of all contractor submittals, requests of information, testing information, change orders, attending weekly construction progress meetings as well as providing staff visit for construction oversight, and production of construction and FAA grant documentation; and*
- WHEREAS,** *the contract cost for CA services will be Twenty Three Thousand Four Hundred Dollars and zero cents (\$23,400.00).*

**NOW THEREFORE BE IT RESOLVED**, that the City of Charlevoix City Council hereby authorizes the City Manager to execute the Amendment No.1 to the Agreement for Professional Engineering Services for the Fuel Farm Expansion project which includes construction administration, after review by City Staff and the City Attorney.

**RESOLVED** this 2<sup>nd</sup> day of March, 2020 A.D.

Resolution was adopted by the following yea and nay vote: entitlement

Yeas: Bryan, Oleksy, Cole, Kalbfell, Hagen

Nays: None

Absent: Slater

C. Deer Management Update

Chief Doan stated that he recently spoke with Big Rapids Public Safety who conducted a deer cull in January within the city of Big Rapids utilizing the services of the United States Department of Wild Life Services. He explained that the Department conducts several deer culls in the state of Michigan every year. He stated they usually do a site visit to determine the best locations and could conduct a deer survey to recommend how many deer would be harvested followed up with a two night cull. Permits would be obtained through the Michigan DNR. The meat is typically donated to the Michigan Sportsman Against Hunger but it could be donated locally. Chief Doan estimated a cost of \$7,500 to conduct a cull.

Deputy Mayor Cole opened the item to public comment and none was heard.

At Council's direction, Chief Doan will arrange a time for Earl Krum from the United States Department of Wild Life Services to attend a public hearing in September.

D. Downtown Reserved Parking Spaces

City Manager Heydlauff recalled that we have long charged a fee for reserved parking spaces downtown. Until last year, this practice was limited to the Acacia Lot but it was then spread to the Kusina and DeWitt Lots; Council previously discussed eliminating reserved spaces at the foot of Antrim Street by the performance pavilion. He noted some items to consider:

- Rate of \$1,250 per season (May 1-October 31) or a bid rate of at least that amount
- Limiting spaces to one per buyer at a time
- Preference for business operators
- Limiting length of vehicles parked in these spaces to aid traffic flow
- Prohibit additional signage

Deputy Mayor Cole opened the item to public comment and none was heard.

Council directed the City Manager to revise the policy and they will re-address the topic at their March 16<sup>th</sup> meeting.

E. Telephone Upgrade Proposal

City Manager Heydlauff recalled that last fall, we retained Abilita to assist us in assessing our telephone needs and drafting a request for proposals for a new system. We received eight proposals and narrowed it down to two finalists. Staff along with Abilita consultants interviewed two finalists and we recommend Telnet as the provider of phones and service going forward.

Staff felt there will be significant annual service savings by converting to a VoIP system from our current AT&T system. We anticipate savings will be around \$1,000 a month once fully implemented. The bid amount is right about \$32,000 though we expect this will go up or down slightly depending on final equipment selection.

Deputy Mayor Cole opened the item to public comment and one was heard.

Motion by Kalbfell, second by Hagen to authorize Telnet as the City's telephone vendor based on their proposal and the recommendation of Abilita and authorize the City Manager to sign all necessary documents and order equipment based on final installation requirements. Motion carried by unanimous voice vote.

Yeas: Bryan, Oleksy, Cole, Kalbfell, Hagen

Nays: None

Absent: Slater

8. **Reports & Communications**

A. Public Comments

- Bob Timms expressed concern regarding the short term rental registration fee

B. City Manager Comments

- Performance Engineers are working pro bono on the Brookside Chapel restoration
- Draft ordinance to regulate placement of construction waste on the right-of-way will be discussed at the March 16 meeting

C. Mayor & Council Comments

- Kalbfell requested that we coordinate with Charlevoix Township regarding large item refuse
- Bryan noted that the street crew did a great job of removing snow this year
- Oleksy read a prepared statement regarding the appointment of Council member Brian Slater and a perceived lack of transparency
- Cole felt the community breakfast at the new Charlevoix Township fire hall was a success

#### 9. Other Council Business

Darlene Klien felt that Hagen and Cole had a conflict of interest regarding the event policy discussion. She read a prepared statement relative to ethics.

Motion by Kalbfell, second by Oleksy to approve the February 17, 2020 City Council Minutes.

Yeas: Bryan, Oleksy, Cole, Kalbfell, Hagen

Nays: None

Absent: Slater

#### 10. Adjourn

The Deputy Mayor adjourned the meeting at 6:58 p.m.

| Joyce M. Golding                             | City Clerk | Shane Cole                       | Deputy Mayor     |
|----------------------------------------------|------------|----------------------------------|------------------|
| <b>Special Accounts Payable – 02/20/2020</b> |            |                                  |                  |
| AT&T                                         | 4,810.03   | RANGE TELECOMMUNICATIONS         | 160.00           |
| CHARLEVOIX STATE BANK                        | 11,149.63  | STANDARD INSURANCE CO            | 2,591.65         |
| CHARTER COMMUNICATIONS                       | 1,204.81   | STATE OF MICHIGAN                | 600.00           |
| DELTA DENTAL                                 | 3,237.56   | VERIZON WIRELESS                 | 170.16           |
| GREAT LAKES ENERGY                           | 337.53     | VSP INSURANCE CO. (CT)           | 517.36           |
| HOLIDAY COMPANIES                            | 7,714.38   | WEX BANK                         | 1,189.08         |
| MONY LIFE INSURANCE                          | 476.55     | <b>TOTAL</b>                     | <b>74,924.76</b> |
| POWERPLAN                                    | 1,133.53   |                                  |                  |
| PRIORITY HEALTH                              | 39,632.49  |                                  |                  |
| <b>Regular Accounts Payable – 03/03/2020</b> |            |                                  |                  |
| 5 ALARM FIRE & SAFETY                        | 26,871.00  | HALVERSON, DENNIS                | 78.00            |
| AIRGAS USA LLC                               | 136.06     | HANKINS, SCOTT A.                | 50.00            |
| ALTEC INDUSTRIES INC                         | 2,882.52   | HEYDLAUFF, MARK L.               | 50.00            |
| AMERICAN WASTE INC.                          | 806.76     | HYDRO CORP                       | 539.50           |
| ANDERSON, ELIZABETH A.                       | 50.00      | INDEPENDENT DRAFTING SERVICES    | 1,406.00         |
| ANZELL, BETH A.                              | 50.00      | INDUSTRIAL MARKETING             | 36.94            |
| AT YOUR SERVICE PLUS INC                     | 345.00     | JOHNSON, MELISSA A.              | 50.00            |
| AVFUEL CORPORATION                           | 20,675.33  | KLOOSTER, ALIDA K.               | 50.00            |
| BELL EQUIPMENT COMPANY                       | 693.27     | KLOOSTER, PATRICK H.             | 50.00            |
| BRADFORD'S                                   | 61.75      | KNORR, KENT J.                   | 50.00            |
| CENTRAL DRUG STORE                           | 29.37      | KODIAK EMERGENCY VEHICLES        | 360.72           |
| CHARLEVOIX STATE BANK                        | 969.75     | LASER PRINTER TECHNOLOGIES       | 449.00           |
| CHERRY REPUBLIC                              | 75.00      | LAVENDER, JOSEPH E.              | 50.00            |
| CINTAS                                       | 30.00      | LEMON, THOMAS                    | 55.00            |
| CRYSTAL FLASH ENERGY                         | 1,028.57   | LUTTRELL WELL DRILLING INC.      | 3,310.00         |
| CUMMINS BRIDGEWAY LLC                        | 863.25     | MACGREGOR PLUMBING & HEATING     | 1,118.00         |
| DeROSIA, PATRICIA E.                         | 50.00      | MAYER, SHELLEY L.                | 50.00            |
| DITCH WITCH SALES OF MICHIGAN                | 5,860.04   | McGINN, KELLY A.                 | 50.00            |
| DOAN, GERARD P.                              | 50.00      | MCMULLEN, DONALD R.              | 50.00            |
| DORNBOS SIGN INC.                            | 1,250.82   | MILLER, WILLIAM S.               | 50.00            |
| DOTSON, LINDSEY J.                           | 119.99     | MUNSON HEALTHCARE CHX HOSPITAL   | 305.00           |
| EDGEWATER RESOURCES LLC                      | 2,835.92   | MURRAY'S CREATIONS               | 110.00           |
| EJ USA INC.                                  | 546.84     | NORTHERN CREDIT SERVICES         | 200.89           |
| ELECTIONSOURCE                               | 856.29     | NORTHWEST FIRE                   | 371.00           |
| ELLIOTT, PATRICK M.                          | 50.00      | NYSTROM, JIM                     | 450.00           |
| ELLSWORTH FARMER'S EXCHANGE                  | 1,018.02   | PAUL'S METER TESTING LLC         | 3,082.00         |
| EMERGENCY MEDICAL PRODUCTS INC               | 234.86     | PHYSICIAN'S CLINIC OF CHARLEVOIX | 391.00           |
| ETNA SUPPLY                                  | 150.00     | PLUNKETT & COONEY                | 2,146.54         |
| FAMILY FARM & HOME                           | 329.31     | POSTMASTER                       | 144.90           |
| FASTENAL COMPANY                             | 4.14       | POWER LINE SUPPLY                | 1,161.31         |
| FEYEN ZYLSTRA LLC                            | 38,996.93  | PRESTON FEATHER                  | 34.31            |
| GBS INC.                                     | 285.55     | PRO WEB MARKETING LLC            | 20.00            |
| GOLDING, JOYCE M.                            | 50.00      | PURITY CYLINDER GASES INC        | 192.26           |
| GORDON FOOD SERVICE                          | 229.44     | QUALITY CAR & TRUCK REPAIR INC   | 80.71            |
| GRAINGER                                     | 1,100.64   | QUILL CORP                       | 541.87           |
| GRP ENGINEERING INC.                         | 1,094.80   | SIGNATURE FORD L-M               | 46,256.00        |

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|                                  |            |                                   |                   |
|----------------------------------|------------|-----------------------------------|-------------------|
| SILVA, JESSE L.A.                | 50.00      | USA BLUE BOOK                     | 440.21            |
| SPARTAN STORES LLC               | 54.47      | UTILITIES INSTRUMENTATION SERVICE | 5,809.00          |
| STATE OF MICHIGAN                | 95.00      | VILLAGE GRAPHICS INC.             | 10.00             |
| STEPHENS, LYON G.                | 50.00      | WORK & PLAY SHOP                  | 75.12             |
| SWEM, DONALD L.                  | 50.00      | WURST, RANDALL W.                 | 50.00             |
| TELE-RAD INC                     | 98.38      | WYMAN, MATTHEW A.                 | 50.00             |
| THE BANK OF NEW YORK MELLON N.A. | 503,807.03 | <b>TOTAL</b>                      | <b>798,149.10</b> |
| UNIFIRST CORPORATION             | 337.72     |                                   |                   |
| US BANK                          | 113,100.00 |                                   |                   |

**ACH Payments – 02/18/2020 to 02/25/2020**

|                               |           |                             |                   |
|-------------------------------|-----------|-----------------------------|-------------------|
| MI PUBLIC POWER AGENCY        | 29,478.71 | VANTAGEPOINT (ROTH IRA)     | 1,286.52          |
| IRS (PAYROLL TAX DEPOSIT)     | 37,769.99 | MERS (DEFINED BENEFIT PLAN) | 52,532.38         |
| ALERUS FINANCIAL (HCSP)       | 350.00    | MI PUBLIC POWER AGENCY      | 20,530.29         |
| STATE OF MI (WITHHOLDING TAX) | 5,645.10  | MI PUBLIC POWER AGENCY      | 193,492.66        |
| VANTAGEPOINT (401 ICMA PLAN)  | 858.02    | <b>TOTAL</b>                | <b>361,184.71</b> |
| VANTAGEPOINT (457 ICMA PLAN)  | 19,241.04 |                             |                   |

**Payroll Net Pay – Check Date 02/21/2020**

|                        |          |                       |                   |
|------------------------|----------|-----------------------|-------------------|
| HEYDLAUFF, MARK L.     | 2,724.04 | REDMAN, SEAN M.       | 155.20            |
| GOLDING, JOYCE M.      | 1,842.02 | PORATH, JACOB P.      | 174.27            |
| DEROSIA, PATRICIA E.   | 1,345.02 | WHITLEY, NICHOLAS J.  | 105.72            |
| DOTSON, LINDSEY J.     | 1,391.56 | HAGEN, MADISON L.     | 60.95             |
| KLOOSTER, ALIDA K.     | 1,723.23 | WHITE III, MARCUS W.  | 341.07            |
| GOLOVICH, KAREN J.     | 985.70   | BERTINELLI, DAVID P.  | 374.43            |
| BARNEVELD, RICHELLE L. | 1,140.77 | FOSTER, WILLIAM P.    | 424.65            |
| SPENCLEY, PATRICIA L.  | 1,601.10 | MATTACK, JEFFREY C.   | 520.22            |
| MCGINN, KELLY A.       | 2,042.31 | MATTACK, ANNE E.      | 639.33            |
| LAVENDER, JOSEPH E.    | 1,695.44 | MAY, MEREDITH A.      | 111.00            |
| DOAN, GERARD P.        | 2,358.46 | DOE-NIMPHIE, MASON K. | 370.76            |
| UMULIS, MATTHEW T.     | 1,191.70 | BOSS, BEAU J.         | 1,139.01          |
| HANKINS, SCOTT A.      | 1,735.74 | WYMAN, MATTHEW A.     | 1,614.05          |
| ORBAN, BARBARA K.      | 1,147.36 | MILLER, WILLIAM S.    | 937.29            |
| FLICKEMA, ANDREW M.    | 1,507.10 | DOUGLAS, MARK         | 951.46            |
| RILEY, DENISE M.       | 475.41   | PRIOR, ERIN C.        | 928.35            |
| MUNK, CHRISTOPHER J.   | 1,274.59 | CERTA, BRIAN          | 517.07            |
| MATELSKI, KRISTEN L.   | 1,299.58 | MCMULLEN, DONALD R.   | 1,690.61          |
| WURST, RANDALL W.      | 1,114.49 | SILVA, JESSE L.A.     | 1,690.07          |
| MAYER, SHELLEY L.      | 1,606.20 | JOHNSON, MELISSA A.   | 1,240.79          |
| HILLING, NICHOLAS A.   | 1,677.62 | STEPHENS, LYON G.     | 1,765.62          |
| MEIER III, CHARLES A.  | 1,490.54 | STEVENS, JEFFREY W.   | 275.58            |
| ZACHARIAS, STEVEN B.   | 1,281.76 | RILEY, CASEY W.       | 467.30            |
| NEWMAN, MARK J.        | 797.01   | JONES, LARRY M.       | 741.00            |
| SWEM, DONALD L.        | 2,025.14 | FLORE, ROBERT A.      | 612.99            |
| EATON, BRAD A.         | 2,350.57 | MATZ, EMILY S.        | 1,386.19          |
| WILSON, TIMOTHY J.     | 2,098.86 | MOYER, DAVID T.       | 291.82            |
| LAVOIE, RICHARD L.     | 2,225.14 | WHEELER, MICHAEL W.   | 1,670.58          |
| STEVENS, BRANDON C.    | 2,573.01 | CORNELL, BRITTA J.    | 179.16            |
| DRAVES, MARTIN J.      | 2,479.55 | MISHLER, MICHAEL. J.  | 1,806.25          |
| ANDERSON, ELIZABETH A. | 1,234.58 | AZZOPARDI, ANTHONY J. | 1,684.42          |
| KENWABIKISE, DAVID L.  | 1,097.59 | DEKORNE, ELIZABETH A. | 464.98            |
| ELLIOTT, PATRICK M.    | 2,333.20 | MCCRANEY, RUSSELL R.  | 447.50            |
| SCHWARTZFISHER, JOSEPH | 1,582.75 | DIETZ, AMANDA M.      | 817.96            |
| BRADLEY, KELLY R.      | 1,596.60 | WELLS, JANINNA J.     | 42.28             |
| HART II, DELBERT W.    | 1,521.47 | MOYER, NATHAN I.      | 650.14            |
| JONES, ROBERT F.       | 1,584.03 | WHITLEY, ANDREW T.    | 1,984.17          |
| FARRELL, MITCHELL L.   | 1,333.65 | MORRISON, KEVIN P.    | 1,317.25          |
| THORP JR, WILLIAM D.   | 1,410.79 | BOSS JR, DALE E.      | 1,529.38          |
| LEITNER, RYAN S.       | 1,426.57 | HILLIGAN, ABIGAIL B.  | 302.55            |
| FERGUSON, ROYCE L.     | 1,361.01 | MATTER, DAWSON K.     | 153.29            |
| KNORR, KENT J.         | 1,920.23 | HOLM, ARTHUR R.       | 1,178.99          |
| ANZELL, BETH A.        | 1,068.07 | <b>TOTAL</b>          | <b>103,023.61</b> |
| BOSS, SHERRY M.        | 394.29   |                       |                   |
| DOE-NIMPHIE, SETH K.   | 202.06   |                       |                   |

**Payroll Transmittal – 02/21/2020**

|                       |          |                               |                 |
|-----------------------|----------|-------------------------------|-----------------|
| 4FRONT CREDIT UNION   | 932.01   | COMMUNICATION WORKERS OF AMER | 659.38          |
| AMERICAN FAMILY LIFE  | 633.18   | MI STATE DISBURSEMENT UNIT    | 209.65          |
| CHAR EM UNITED WAY    | 90.00    | MONY LIFE INSURANCE           | 326.65          |
| CHARLEVOIX STATE BANK | 1,172.00 | PRIORITY HEALTH               | 1,433.15        |
| CHEMICAL BANK         | 175.00   | <b>TOTAL</b>                  | <b>5,631.02</b> |

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**Tax Disbursement – 03/03/2020**

|                             |            |                                |                   |
|-----------------------------|------------|--------------------------------|-------------------|
| CHARLEVOIX COUNTY TREASURER | 870.22     | CHARLEVOIX PUBLIC SCHOOLS      | 25.68             |
| CHARLEVOIX COUNTY TREASURER | 550.58     | CHARLEVOIX-EMMET ISD           | 253,427.33        |
| CHARLEVOIX COUNTY TREASURER | 171,158.76 | CITY OF CHARLEVOIX - TAXES DUE | 75,312.57         |
| CHARLEVOIX DISTRICT LIBRARY | 115,543.82 | RECREATIONAL AUTHORITY         | 22,388.55         |
| CHARLEVOIX PUBLIC SCHOOLS   | 718.61     | STATE OF MICHIGAN              | 2,956.94          |
| CHARLEVOIX PUBLIC SCHOOLS   | 308.28     | <b>TOTAL</b>                   | <b>643,406.90</b> |
| CHARLEVOIX PUBLIC SCHOOLS   | 85.63      |                                |                   |
| CHARLEVOIX PUBLIC SCHOOLS   | 59.93      |                                |                   |



# **CHARLEVOIX CITY COUNCIL**

## **Consent Agenda**

**TITLE:** Accounts Payable and Payroll Check Registers

**DATE:** March 16, 2020

### **ATTACHMENTS:**

- ▣ Accounts Payable and Payroll Check Registers

| Pay Period Date | Check Issue Date | Check Number | Payee                | Emp ID | Description                    | Amount   |
|-----------------|------------------|--------------|----------------------|--------|--------------------------------|----------|
| 02/29/2020      | 03/06/2020       | 129666       | 4FRONT CREDIT UNION  | 9024   | HSA-EMPLOYEE CONTRIB-4FR       | 932.01   |
| 02/29/2020      | 03/06/2020       | 129667       | AMERICAN FAMILY LIFE | 9011   | AMERICAN FAMILY LIFE-POST T    | 127.28   |
| 02/29/2020      | 03/06/2020       | 129667       | AMERICAN FAMILY LIFE | 9011   | AMERICAN FAMILY LIFE-PRETA     | 505.90   |
| 02/29/2020      | 03/06/2020       | 129668       | CHAR EM UNITED WAY   | 9009   | UNITED WAY Pay Period: 2/29/2  | 90.00    |
| 02/29/2020      | 03/06/2020       | 129669       | CHARLEVOIX STATE BAN | 9017   | HSA - EMPLOYEE CONTRIB - C     | 1,172.00 |
| 02/29/2020      | 03/06/2020       | 129670       | CHEMICAL BANK        | 9018   | HSA - EMPLOYEE CONTRIB - C     | 175.00   |
| 02/29/2020      | 03/06/2020       | 129671       | COMMUNICATION WORK   | 9004   | CWA UNION DUES Pay Period:     | 659.38   |
| 02/29/2020      | 03/06/2020       | 129672       | MI STATE DISBURSEMEN | 9012   | FRIEND OF THE COURT Pay Pe     | 209.65   |
| 02/29/2020      | 03/06/2020       | 129673       | MONY LIFE INSURANCE  | 9008   | LIFE - VOLUNTARY Pay Period:   | 233.30   |
| 02/29/2020      | 03/06/2020       | 129673       | MONY LIFE INSURANCE  | 9008   | SPOUSE LIFE Pay Period: 2/29/  | 39.61    |
| 02/29/2020      | 03/06/2020       | 129673       | MONY LIFE INSURANCE  | 9008   | CHILD LIFE Pay Period: 2/29/20 | 4.00     |
| 02/29/2020      | 03/06/2020       | 129673       | MONY LIFE INSURANCE  | 9008   | AD&D - VOLUNTARY Pay Period    | 40.32    |
| 02/29/2020      | 03/06/2020       | 129673       | MONY LIFE INSURANCE  | 9008   | SPOUSE AD&D Pay Period: 2/29   | 6.83     |
| 02/29/2020      | 03/06/2020       | 129673       | MONY LIFE INSURANCE  | 9008   | CHILD AD&D Pay Period: 2/29/2  | 2.59     |
| 02/29/2020      | 03/06/2020       | 129674       | POLICE OFFICERS LABO | 9003   | POL UNION DUES Pay Period: 2   | 201.00   |
| 02/29/2020      | 03/06/2020       | 129675       | PRIORITY HEALTH      | 392358 | PRIORITY HEALTH Pay Period:    | 1,433.15 |
| Grand Totals:   |                  | 16           |                      |        |                                | 5,832.02 |

dm

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

03/06/20 Payroll Transmittal Checks \$ 5,832.02  
 03/06/20 Payroll (net pay) \$ 109,553.15  
 03/17/20 Regular Accounts Payable \$ 331,647.75  
**Checks Sub-Total: \$ 447,032.92**

### HUNTINGTON NATIONAL BANK - ACH/WIRE PAYMENTS

03/02/20 MI Public Power Agency \$ 10,157.33  
 03/03/20 Payment Service Network, Inc. \$ 248.30  
 03/03/20 Proximity Space, Inc. \$ 99.00  
 03/05/20 Neofunds by Neopost (postage) \$ 5,000.00  
 03/06/20 IRS (Payroll Tax Deposit) \$ 40,460.96  
 03/06/20 Alerus Financial (HCSP) \$ 350.00  
 03/06/20 State of MI (Withholding Tax) \$ 6,015.86  
 03/06/20 Vantagepoint (401 ICMA Plan) \$ 858.02  
 03/06/20 Vantagepoint (457 ICMA Plan) \$ 19,301.74  
 03/06/20 Vantagepoint (Roth IRA) \$ 1,286.52  
 03/09/20 MI Public Power Agency \$ 21,401.13  
 03/10/20 State of MI (Sales Tax) \$ 18,685.26

**ACH Sub-Total: \$ 123,864.12**

**Huntington National Bank Total: \$ 570,897.04**

### CHARLEVOIX STATE BANK - CHECKS ISSUED (PROPERTY TAX DISBURSEMENT TO VARIOUS TAXING AUTHORITIES)

03/17/20 Tax Disbursement \$ 28,579.09  
**Charlevoix State Bank Total: \$ 28,579.09**

**Grand Total: \$ 599,476.13**

APPROVED:

  
 CITY MANAGER

  
 CITY TREASURER

  
 CITY CLERK

| Pay Period<br>Date | Journal<br>Code | Check<br>Issue Date | Check<br>Number | Payee                 | Emp<br>ID | Description | Amount   |
|--------------------|-----------------|---------------------|-----------------|-----------------------|-----------|-------------|----------|
| 02/29/2020         | PC              | 03/06/2020          | 30262           | HEYDLAUFF, MARK L.    | 102       |             | 3,012.48 |
| 02/29/2020         | PC              | 03/06/2020          | 30263           | GOLDING, JOYCE M.     | 106       |             | 2,274.27 |
| 02/29/2020         | PC              | 03/06/2020          | 30264           | DEROSIA, PATRICIA E.  | 107       |             | 1,689.58 |
| 02/29/2020         | PC              | 03/06/2020          | 30265           | DOTSON, LINDSEY J.    | 109       |             | 1,391.56 |
| 02/29/2020         | PC              | 03/06/2020          | 30266           | KLOOSTER, ALIDA K.    | 121       |             | 2,098.69 |
| 02/29/2020         | PC              | 03/06/2020          | 30267           | GOLOVICH, KAREN J.    | 122       |             | 985.70   |
| 02/29/2020         | PC              | 03/06/2020          | 30268           | BARNEVELD, RICHELLE   | 123       |             | 1,151.92 |
| 02/29/2020         | PC              | 03/06/2020          | 30269           | SPENCLEY, PATRICIA L. | 136       |             | 1,341.16 |
| 02/29/2020         | PC              | 03/06/2020          | 30270           | MILLER, FAITH G.      | 142       |             | 24.47    |
| 02/29/2020         | PC              | 03/06/2020          | 30271           | MCGINN, KELLY A.      | 146       |             | 2,474.55 |
| 02/29/2020         | PC              | 03/06/2020          | 30272           | LAVENDER, JOSEPH E.   | 153       |             | 1,695.43 |
| 02/29/2020         | PC              | 03/06/2020          | 30273           | DOAN, GERARD P.       | 201       |             | 2,358.46 |
| 02/29/2020         | PC              | 03/06/2020          | 30274           | UMULIS, MATTHEW T.    | 205       |             | 1,094.03 |
| 02/29/2020         | PC              | 03/06/2020          | 30275           | HANKINS, SCOTT A.     | 208       |             | 1,735.74 |
| 02/29/2020         | PC              | 03/06/2020          | 30276           | ORBAN, BARBARA K.     | 209       |             | 1,071.03 |
| 02/29/2020         | PC              | 03/06/2020          | 30277           | FLICKEMA, ANDREW M.   | 211       |             | 1,863.03 |
| 02/29/2020         | PC              | 03/06/2020          | 30278           | RILEY, DENISE M.      | 213       |             | 475.41   |
| 02/29/2020         | PC              | 03/06/2020          | 30279           | MUNK, CHRISTOPHER J.  | 215       |             | 1,706.64 |
| 02/29/2020         | PC              | 03/06/2020          | 30280           | MATELSKI, KRISTEN L.  | 230       |             | 1,299.59 |
| 02/29/2020         | PC              | 03/06/2020          | 30281           | WURST, RANDALL W.     | 411       |             | 1,130.43 |
| 02/29/2020         | PC              | 03/06/2020          | 30282           | MAYER, SHELLEY L.     | 412       |             | 1,525.68 |
| 02/29/2020         | PC              | 03/06/2020          | 30283           | HILLING, NICHOLAS A.  | 413       |             | 1,393.98 |
| 02/29/2020         | PC              | 03/06/2020          | 30284           | MEIER III, CHARLES A. | 421       |             | 1,329.58 |
| 02/29/2020         | PC              | 03/06/2020          | 30285           | ZACHARIAS, STEVEN B.  | 422       |             | 1,609.75 |
| 02/29/2020         | PC              | 03/06/2020          | 30286           | NEWMAN, MARK J.       | 424       |             | 1,071.66 |
| 02/29/2020         | PC              | 03/06/2020          | 30287           | SWEM, DONALD L.       | 512       |             | 2,025.15 |
| 02/29/2020         | PC              | 03/06/2020          | 30288           | EATON, BRAD A.        | 515       |             | 2,612.82 |
| 02/29/2020         | PC              | 03/06/2020          | 30289           | WILSON, TIMOTHY J.    | 516       |             | 3,025.23 |
| 02/29/2020         | PC              | 03/06/2020          | 30290           | LAVOIE, RICHARD L.    | 519       |             | 2,322.13 |
| 02/29/2020         | PC              | 03/06/2020          | 30291           | STEVENS, BRANDON C.   | 521       |             | 2,718.26 |
| 02/29/2020         | PC              | 03/06/2020          | 30292           | DRAVES, MARTIN J.     | 523       |             | 2,366.41 |
| 02/29/2020         | PC              | 03/06/2020          | 30293           | ANDERSON, ELIZABETH   | 526       |             | 1,234.58 |
| 02/29/2020         | PC              | 03/06/2020          | 30294           | KENWABIKISE, DAVID L. | 528       |             | 1,097.59 |
| 02/29/2020         | PC              | 03/06/2020          | 30295           | ELLIOTT, PATRICK M.   | 600       |             | 2,333.20 |
| 02/29/2020         | PC              | 03/06/2020          | 30296           | SCHWARTZFISHER, JOS   | 603       |             | 1,175.52 |
| 02/29/2020         | PC              | 03/06/2020          | 30297           | BRADLEY, KELLY R.     | 614       |             | 1,719.90 |
| 02/29/2020         | PC              | 03/06/2020          | 30298           | HART II, DELBERT W.   | 616       |             | 1,265.59 |
| 02/29/2020         | PC              | 03/06/2020          | 30299           | JONES, ROBERT F.      | 618       |             | 1,304.34 |
| 02/29/2020         | PC              | 03/06/2020          | 30300           | FARRELL, MITCHELL L.  | 622       |             | 1,709.10 |
| 02/29/2020         | PC              | 03/06/2020          | 30301           | THORP JR, WILLIAM D.  | 623       |             | 1,529.41 |
| 02/29/2020         | PC              | 03/06/2020          | 30302           | LEITNER, RYAN S.      | 624       |             | 1,376.65 |
| 02/29/2020         | PC              | 03/06/2020          | 30303           | FERGUSON, ROYCE L.    | 625       |             | 1,756.88 |
| 02/29/2020         | PC              | 03/06/2020          | 30304           | KNORR, KENT J.        | 700       |             | 1,920.23 |
| 02/29/2020         | PC              | 03/06/2020          | 30305           | ANZELL, BETH A.       | 702       |             | 920.28   |
| 02/29/2020         | PC              | 03/06/2020          | 30306           | BOSS, SHERRY M.       | 730       |             | 392.71   |
| 02/29/2020         | PC              | 03/06/2020          | 30307           | DOE-NIMPHIE, SETH K.  | 738       |             | 170.82   |
| 02/29/2020         | PC              | 03/06/2020          | 30308           | REDMAN, SEAN M.       | 739       |             | 170.82   |
| 02/29/2020         | PC              | 03/06/2020          | 30309           | PORATH, JACOB P.      | 741       |             | 116.36   |
| 02/29/2020         | PC              | 03/06/2020          | 30310           | WHITLEY, NICHOLAS J   | 742       |             | 176.20   |
| 02/29/2020         | PC              | 03/06/2020          | 30311           | HAGEN, MADISON L.     | 752       |             | 243.80   |
| 02/29/2020         | PC              | 03/06/2020          | 30312           | WHITE III, MARCUS W.  | 754       |             | 195.03   |
| 02/29/2020         | PC              | 03/06/2020          | 30313           | BERTINELLI, DAVID P.  | 764       |             | 352.40   |
| 02/29/2020         | PC              | 03/06/2020          | 30314           | FOSTER, WILLIAM P.    | 765       |             | 505.51   |
| 02/29/2020         | PC              | 03/06/2020          | 30315           | MATTACK, JEFFREY C.   | 767       |             | 684.24   |
| 02/29/2020         | PC              | 03/06/2020          | 30316           | MATTACK, ANNE E.      | 768       |             | 803.33   |
| 02/29/2020         | PC              | 03/06/2020          | 30317           | MAY, MEREDITH A.      | 771       |             | 47.57    |
| 02/29/2020         | PC              | 03/06/2020          | 30318           | DOE-NIMPHIE, MASON K. | 776       |             | 408.24   |

| Pay Period<br>Date | Journal<br>Code | Check<br>Issue Date | Check<br>Number | Payee                 | Emp<br>ID | Description | Amount     |
|--------------------|-----------------|---------------------|-----------------|-----------------------|-----------|-------------|------------|
| 02/29/2020         | PC              | 03/06/2020          | 30319           | BOSS, BEAU J.         | 788       |             | 1,139.01   |
| 02/29/2020         | PC              | 03/06/2020          | 30320           | WYMAN, MATTHEW A.     | 927       |             | 1,614.05   |
| 02/29/2020         | PC              | 03/06/2020          | 30321           | MILLER, WILLIAM S.    | 933       |             | 1,369.55   |
| 02/29/2020         | PC              | 03/06/2020          | 30322           | DOUGLAS, MARK         | 935       |             | 868.63     |
| 02/29/2020         | PC              | 03/06/2020          | 30323           | PRIOR, ERIN C.        | 938       |             | 940.78     |
| 02/29/2020         | PC              | 03/06/2020          | 30324           | CERTA, BRIAN          | 939       |             | 522.49     |
| 02/29/2020         | PC              | 03/06/2020          | 30325           | FRATRICK, JOSEPH W.   | 940       |             | 158.58     |
| 02/29/2020         | PC              | 03/06/2020          | 30326           | MCMULLEN, DONALD R.   | 1000      |             | 1,690.61   |
| 02/29/2020         | PC              | 03/06/2020          | 30327           | SILVA, JESSE L.A.     | 1001      |             | 1,745.14   |
| 02/29/2020         | PC              | 03/06/2020          | 30328           | JOHNSON, MELISSA A.   | 1004      |             | 2,086.72   |
| 02/29/2020         | PC              | 03/06/2020          | 30329           | STEPHENS, LYON G.     | 1005      |             | 2,007.96   |
| 02/29/2020         | PC              | 03/06/2020          | 30330           | RILEY, CASEY W.       | 1052      |             | 700.53     |
| 02/29/2020         | PC              | 03/06/2020          | 30331           | JONES, LARRY M.       | 1057      |             | 286.24     |
| 02/29/2020         | PC              | 03/06/2020          | 30332           | FLORE, ROBERT A.      | 1058      |             | 464.22     |
| 02/29/2020         | PC              | 03/06/2020          | 30333           | MATZ, EMILY S.        | 1059      |             | 1,482.37   |
| 02/29/2020         | PC              | 03/06/2020          | 30334           | RILEY, DANIEL A.      | 1102      |             | 327.02     |
| 02/29/2020         | PC              | 03/06/2020          | 30335           | WHEELER, MICHAEL W.   | 1103      |             | 1,553.58   |
| 02/29/2020         | PC              | 03/06/2020          | 30336           | MISHLER, MICHAEL J.   | 1107      |             | 1,621.51   |
| 02/29/2020         | PC              | 03/06/2020          | 30337           | AZZOPARDI, ANTHONY J. | 1108      |             | 2,139.84   |
| 02/29/2020         | PC              | 03/06/2020          | 30338           | DEKORNE, ELIZABETH A. | 1109      |             | 210.65     |
| 02/29/2020         | PC              | 03/06/2020          | 30339           | MCCRANEY, RUSSELL R.  | 1111      |             | 177.85     |
| 02/29/2020         | PC              | 03/06/2020          | 30340           | DIETZ, AMANDA M.      | 1115      |             | 901.35     |
| 02/29/2020         | PC              | 03/06/2020          | 30341           | WELLS, JANINNA J.     | 1117      |             | 126.86     |
| 02/29/2020         | PC              | 03/06/2020          | 30342           | MOYER, NATHAN I.      | 1118      |             | 1,460.19   |
| 02/29/2020         | PC              | 03/06/2020          | 30343           | SPREEMAN, ASHLEY M.   | 1120      |             | 342.64     |
| 02/29/2020         | PC              | 03/06/2020          | 129660          | WHITLEY, ANDREW T.    | 522       |             | 2,464.10   |
| 02/29/2020         | PC              | 03/06/2020          | 129661          | MORRISON, KEVIN P.    | 601       |             | 1,245.92   |
| 02/29/2020         | PC              | 03/06/2020          | 129662          | BOSS JR, DALE E.      | 701       |             | 1,529.38   |
| 02/29/2020         | PC              | 03/06/2020          | 129663          | HILLIGAN, ABIGAIL B.  | 769       |             | 330.67     |
| 02/29/2020         | PC              | 03/06/2020          | 129664          | MATTER, DAWSON K.     | 786       |             | 380.60     |
| 02/29/2020         | PC              | 03/06/2020          | 129665          | HOLM, ARTHUR R.       | 791       |             | 1,178.99   |
| Grand Totals:      |                 |                     | 88              |                       |           |             | 109,553.15 |



## Report Criteria:

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

| Check Number      | Payee                           | Amount    |
|-------------------|---------------------------------|-----------|
| <b>03/17/2020</b> |                                 |           |
| 129676            | ABILITA                         | 1,461.50  |
| 129677            | ACCUMED GROUP, THE              | 2,784.34  |
| 129678            | ACE HARDWARE                    | 1,917.53  |
| 129679            | ALPENA SUPPLY COMPANY           | 290.55    |
| 129680            | AMERICAN WASTE INC.             | 760.00    |
| 129681            | ARENA WAREHOUSE                 | 1,975.00  |
| 129682            | AT&T LONG DISTANCE              | 97.34     |
| 129683            | AUDUBON INTERNATIONAL           | 300.00    |
| 129684            | AUTO VALUE                      | 683.18    |
| 129685            | BAKER COLLEGE OF CADILLAC       | 31.00     |
| 129686            | BOUND TREE MEDICAL LLC          | 518.82    |
| 129687            | BRADFORD'S                      | 113.40    |
| 129688            | BY THE BAY WINDOW CLEANING SVC  | 357.00    |
| 129689            | CARQUEST OF CHARLEVOIX          | 1,569.30  |
| 129690            | CDW GOVERNMENT INC.             | 623.11    |
| 129691            | CHARLEVOIX APARTMENTS           | 15.06     |
| 129692            | CHARLEVOIX COMMUNITY SHOPPER    | 189.00    |
| 129693            | CHARLEVOIX COUNTY TREASURER     | 797.55    |
| 129694            | CHARLEVOIX GLASS INC.           | 116.00    |
| 129695            | CHARLEVOIX TOWNSHIP             | 33,099.25 |
| 129696            | CINTAS                          | 39.39     |
| 129697            | CINTAS CORPORATION              | 134.13    |
| 129698            | CITY OF CHARLEVOIX - PETTY CASH | 503.02    |
| 129699            | CITY OF CHARLEVOIX - UTILITIES  | 41,087.65 |
| 129700            | CORNER STONE HOMES TC LLC       | 141.39    |
| 129701            | CROSSROADS MOBILE MAINTENANC    | 4,545.00  |
| 129702            | DETROIT PUMP & MFG CO           | 510.89    |
| 129703            | DIGITAL DOLPHIN                 | 613.83    |
| 129704            | EJ USA INC.                     | 2,144.65  |
| 129705            | ELECTIONSOURCE                  | 84.29     |
| 129706            | FASTENAL COMPANY                | 25.87     |
| 129707            | FEYEN ZYLSTRA LLC               | 3,201.69  |
| 129708            | FREEDOM MAILING SERVICES INC.   | 2,304.63  |
| 129709            | GINOP SALES INC                 | 133.52    |
| 129710            | GRAINGER                        | 472.98    |
| 129711            | GREAT LAKES ELEVATOR LLC        | 2,475.00  |
| 129712            | GREEN GUARD                     | 249.22    |
| 129713            | HAGUE EQUIP. CO. OF MICH. INC.  | 3,532.22  |
| 129714            | HEALTH DEPT OF NW MICHIGAN      | 869.00    |
| 129715            | HUNTINGTON NATIONAL BANK        | 79,814.99 |
| 129716            | HYDRO CORP                      | 539.50    |
| 129717            | JACKLIN STEEL SUPPLY CO         | 304.68    |
| 129718            | KEIE, JAMES                     | 161.01    |
| 129719            | KSS ENTERPRISES                 | 469.09    |
| 129720            | LAKE HARBOR APTS                | 17.49     |
| 129721            | LAMAR COMPANIES                 | 750.00    |
| 129722            | LEELANAU COFFEE ROASTING CO IN  | 188.10    |
| 129723            | LUTTRELL WELL DRILLING INC.     | 1,050.00  |

| Check Number | Payee                         | Amount    |
|--------------|-------------------------------|-----------|
| 129724       | MACGREGOR PLUMBING & HEATING  | 2,803.64  |
| 129725       | MAILLOUX, JACQUELINE          | 100.00    |
| 129726       | MANAGEMENT AND BEHAVIOR       | 800.00    |
| 129727       | MCCARDEL CULLIGAN-PETOSKEY    | 50.50     |
| 129728       | MCMULLEN, DONALD R.           | 246.67    |
| 129729       | MERCURY MEDICAL               | 321.12    |
| 129730       | MICHIGAN OFFICEWAYS INC       | 2,380.06  |
| 129731       | MICHIGAN RURAL WATER ASSN     | 310.00    |
| 129732       | MICHIGAN WATER ENV ASSOC      | 154.00    |
| 129733       | MUNSON MEDICAL CENTER         | 305.00    |
| 129734       | NAVIA BENEFIT SOLUTIONS       | 50.00     |
| 129735       | NORTHERN MICHIGAN REVIEW INC. | 1,895.95  |
| 129736       | NORTHWEST FIRE                | 63.50     |
| 129737       | OHM ADVISORS                  | 32,929.75 |
| 129738       | OLESON'S FOOD STORES          | 36.40     |
| 129739       | OLSON BZDOK & HOWARD          | 8,825.40  |
| 129740       | ONE BEAT CPR                  | 1,005.00  |
| 129741       | O'REILLY AUTOMOTIVE INC       | 17.35     |
| 129742       | PARASTAR INC.                 | 149.01    |
| 129743       | PINE COVE APARTMENTS          | 54.91     |
| 129744       | POWER LINE SUPPLY             | 1,165.46  |
| 129745       | POWERPLAN                     | 415.22    |
| 129746       | PREIN & NEWHOF                | 17,012.35 |
| 129747       | PURITY CYLINDER GASES INC     | 74.65     |
| 129748       | RS&H MICHIGAN INC             | 9,400.00  |
| 129749       | SHAPACK, RICHARD              | 781.53    |
| 129750       | SILVA, JESSE L.A.             | 25.00     |
| 129751       | SPARTAN STORES LLC            | 71.26     |
| 129752       | STAR OF LIFE INSTITUTE        | 100.00    |
| 129753       | STATE AND MASON LLC           | 750.00    |
| 129754       | STATE OF MICHIGAN             | 728.00    |
| 129755       | STATE OF MICHIGAN             | 200.00    |
| 129756       | STATE OF MICHIGAN             | 60.00     |
| 129757       | SUN BADGE CO.                 | 115.75    |
| 129758       | TASTE THE LOCAL DIFFERENCE    | 100.00    |
| 129759       | TELEFLEX LLC                  | 677.50    |
| 129760       | TELE-RAD INC                  | 3,200.00  |
| 129761       | TERMINAL SUPPLY CO            | 112.65    |
| 129762       | TRUCK & TRAILER SPECIALTIES   | 208.95    |
| 129763       | UNIFIRST CORPORATION          | 797.53    |
| 129764       | UPPER CASE PRINTING INK.      | 1,406.62  |
| 129765       | USA BLUE BOOK                 | 978.79    |
| 129766       | UTILITY FINANCIAL SOLUTIONS   | 45,500.00 |
| 129767       | VERIBANC INC.                 | 432.00    |
| 129768       | VERMEER OF MICHIGAN INC       | 53.62     |
| 129769       | WHEELER, MICHAEL              | 330.00    |
| 129770       | WHITLEY, ANDREW T.            | 73.04     |
| 129771       | WILLIAMS, TERRY LYNN          | 34.90     |
| 129772       | WORK & PLAY SHOP              | 113.67    |

| Check Number      | Payee                    | Amount     |
|-------------------|--------------------------|------------|
| 129773            | XEROX FINANCIAL SERVICES | 168.84     |
| Total 03/17/2020: |                          | 331,647.75 |
| Grand Totals:     |                          | 331,647.75 |



| Check Number      | Payee                        | Amount    |
|-------------------|------------------------------|-----------|
| <b>03/02/2020</b> |                              |           |
| 30220001          | MICHIGAN PUBLIC POWER AGENCY | 10,157.33 |
| Total 03/02/2020: |                              | 10,157.33 |
| Grand Totals:     |                              | 10,157.33 |



| Check Number      | Payee                        | Amount |
|-------------------|------------------------------|--------|
| <b>03/03/2020</b> |                              |        |
| 30320001          | PAYMENT SERVICE NETWORK INC. | 248.30 |
| 30320002          | PROXIMITY SPACE INC.         | 99.00  |
| Total 03/03/2020: |                              | 347.30 |
| Grand Totals:     |                              | 347.30 |

| Check Number      | Payee               | Amount   |
|-------------------|---------------------|----------|
| <b>03/05/2020</b> |                     |          |
| 30520001          | NEOFUNDS BY NEOPOST | 5,000.00 |
| Total 03/05/2020: |                     | 5,000.00 |
| Grand Totals:     |                     | 5,000.00 |

| Check<br>Issue Date | Check<br>Number | Payee                          | Amount    |
|---------------------|-----------------|--------------------------------|-----------|
| <b>30620001</b>     |                 |                                |           |
| 03/06/2020          | 30620001        | **EFTPS* Payroll Taxes         | 10,433.26 |
| 03/06/2020          | 30620001        | **EFTPS* Payroll Taxes         | 10,433.26 |
| 03/06/2020          | 30620001        | **EFTPS* Payroll Taxes         | 2,440.05  |
| 03/06/2020          | 30620001        | **EFTPS* Payroll Taxes         | 2,440.05  |
| 03/06/2020          | 30620001        | **EFTPS* Payroll Taxes         | 14,714.34 |
| Total 30620001:     |                 |                                |           |
|                     | 5               |                                | 40,460.96 |
| <b>30620002</b>     |                 |                                |           |
| 03/06/2020          | 30620002        | Alerus Financial               | 350.00    |
| Total 30620002:     |                 |                                |           |
|                     | 1               |                                | 350.00    |
| <b>30620003</b>     |                 |                                |           |
| 03/06/2020          | 30620003        | STATE OF MICHIGAN              | 6,015.86  |
| Total 30620003:     |                 |                                |           |
|                     | 1               |                                | 6,015.86  |
| <b>30620004</b>     |                 |                                |           |
| 03/06/2020          | 30620004        | Vantagepoint - 401 Plan 109153 | 858.02    |
| Total 30620004:     |                 |                                |           |
|                     | 1               |                                | 858.02    |
| <b>30620005</b>     |                 |                                |           |
| 03/06/2020          | 30620005        | Vantagepoint - 457 Plan 300959 | 5,432.92  |
| 03/06/2020          | 30620005        | Vantagepoint - 457 Plan 300959 | 1,909.59  |
| 03/06/2020          | 30620005        | Vantagepoint - 457 Plan 300959 | 4,074.29  |
| 03/06/2020          | 30620005        | Vantagepoint - 457 Plan 300959 | 7,884.94  |
| Total 30620005:     |                 |                                |           |
|                     | 4               |                                | 19,301.74 |
| <b>30620006</b>     |                 |                                |           |
| 03/06/2020          | 30620006        | Vantagepoint - Roth IRA 706117 | 1,286.52  |
| Total 30620006:     |                 |                                |           |
|                     | 1               |                                | 1,286.52  |
| Grand Totals:       |                 |                                |           |
|                     | 13              |                                | 68,273.10 |



| Check Number      | Payee                        | Amount    |
|-------------------|------------------------------|-----------|
| <b>03/09/2020</b> |                              |           |
| 30920001          | MICHIGAN PUBLIC POWER AGENCY | 21,401.13 |
| Total 03/09/2020: |                              | 21,401.13 |
| Grand Totals:     |                              | 21,401.13 |

| Check Number      | Payee             | Amount    |
|-------------------|-------------------|-----------|
| <b>03/10/2020</b> |                   |           |
| 31020001          | STATE OF MICHIGAN | 18,685.26 |
| Total 03/10/2020: |                   | 18,685.26 |
| Grand Totals:     |                   | 18,685.26 |

| Check Number      | Payee                          | Amount    |
|-------------------|--------------------------------|-----------|
| <b>03/17/2020</b> |                                |           |
| 3404              | CHARLEVOIX COUNTY TREASURER    | 7,992.65  |
| 3405              | CHARLEVOIX DISTRICT LIBRARY    | 3,879.89  |
| 3406              | CHARLEVOIX PUBLIC SCHOOLS      | 1,811.10  |
| 3407              | CHARLEVOIX PUBLIC SCHOOLS      | 384.57    |
| 3408              | CHARLEVOIX PUBLIC SCHOOLS      | 106.84    |
| 3409              | CHARLEVOIX PUBLIC SCHOOLS      | 74.76     |
| 3410              | CHARLEVOIX PUBLIC SCHOOLS      | 32.01     |
| 3411              | CHARLEVOIX-EMMET ISD           | 8,509.89  |
| 3412              | CITY OF CHARLEVOIX - TAXES DUE | 5,035.64  |
| 3413              | RECREATIONAL AUTHORITY         | 751.74    |
| Total 03/17/2020: |                                | 28,579.09 |
| Grand Totals:     |                                | 28,579.09 |

**CHECKS DRAWN ON CHARLEVOIX STATE BANK ACCOUNT**

# CHARLEVOIX CITY COUNCIL

## Consent Agenda

**TITLE:** Purchase Ditch Witch Bore Rig: \$146,957.44

**DATE:** March 16, 2020

### **BACKGROUND:**

The Electric Department has a Bore Rig from 2011 that has got to the point where the repairs to keep it working are almost constant and getting more expensive. The new construction on our electric system has been mainly underground installations for the last several years and the ability to do all of our own boring has been invaluable. The 2011 Bore Rig needs to be replaced to keep the construction going.

Ditch Witch offers a model JT10 Jet Trac Horizontal Directional Drill as part of the Sourcewell Contract program. The Sourcewell program (formerly known as the NJPA) is the nationwide equivalent of the MiDeal program where the administrators at Sourcewell get competing bids on equipment types and then oversees purchase contracts based on the lowest bidders. The Sourcewell price for the new machine is \$146,957.44. (Ditch Witch offered a trade-in value of \$14,000 for our old machine but we know that we can get more by selling it locally).

This machine is fairly small which is a big advantage to get into back yards and tight spaces without destroying the surroundings. It is budgeted for 2020/21.

### **RECOMMENDATION:**

Motion to approve the purchase of the Ditch Witch JT10 Jet Trac for a total of \$146,957.44.

### **ATTACHMENTS:**

- ▣ Ditch Witch Quote

# Quotation

Charles Machine Works  
 1959 W. Fir Avenue  
 P.O.Box 66  
 Perry, OK 73077-0066  
 Phone No : 800-654-6481  
 Fax No : 580 336 0617  
 Email : global@ditchwitch.com

## Sold-to Party Address

CITY OF CHARLEVOIX  
 MEMBER # 105135  
 210 STATE STREET  
 CHARLEVOIX MI 49720

## Information

**Quotation No.** 20155539  
**Document Date** 02/24/2020  
**Customer No.** 509703  
**Dealership** DITCH WITCH SALES OF MICHIGAN HOWELL  
**PO** \_\_\_\_\_  
**Created by** Todd Miller

## Global Account Price Quote Quote Valid until : 04/23/2020

TAXES ARE AN ESTIMATE AT TIME OF QUOTATION-ACTUAL TAX WILL BE CALCULATED AT TIME OF INVOICING. IF TAXES ARE QUOTED AND THIS IS A TAX EXEMPT TRANSACTION, PLEASE PROVIDE TAX EXEMPT CERTIFICATE OR LEASING DETAILS WITH YOUR PURCHASE ORDER.

**FOR MODEL SPECIFICATIONS OR OTHER INFORMATION, VISIT OUR WEBSITE AT [WWW.DITCHWITCH.COM](http://WWW.DITCHWITCH.COM)**

Page 1 of 3

## Quotation Details

| Qty | Part Number | Description                                                                                                                                                                                                            |
|-----|-------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|     |             | *****<br>SOURCEWELL CONTRACT<br>012418-CMW<br>*****<br>INCLUDES:<br>TRADE-IN<br>DITCH WITCH JT920 PACKAGE<br>JT920<br>TRACKING SYSTEM<br>MIXER<br>TRAILER<br>\$14,000 APPLIED<br>TO SOURCEWELL CONTRACT PRICE<br>***** |
| 1   | HDD         | Horizontal Directional Drill                                                                                                                                                                                           |
| 1   | JT10        | JT10 Jet Trac<br>With the following configuration:<br>Engine Highly Regulated<br>Auger 4in Auger<br>Exit Pit Tooling No Exit Tool<br>Mud Pump 16 Gallon<br>Hydraulic Oil Standard                                      |

### Confidentiality Notice:

This quote may contain confidential information. The information is intended only for the individual or entity named. If you are not the intended recipient, please immediately notify us at 800-654-6481 to arrange for return of the document.



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Phone No : 800-654-6481  
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Page 2 of 3

## Quotation Details

| Qty | Part Number | Description                                                                                               |
|-----|-------------|-----------------------------------------------------------------------------------------------------------|
| 1   | 149-578     | SPLIT ROD WIPER 1.25" ID                                                                                  |
| 1   | 190-1731    | ADJUSTABLE UMBRELLA KIT                                                                                   |
| 2   | 300-3986    | STABILIZER PAD                                                                                            |
| 1   | 350-1861    | WASH WAND ACCESSORY KIT                                                                                   |
| 1   | 918-0715    | Collar Hawkeye 275                                                                                        |
| 1   | 918-0760    | STRTR ROD ASSY, LG HAWK 275(B) X 1.30(P)                                                                  |
| 1   | 918-0751    | ADAPTER Asmbly Hkeye 275 M x 2" IF M                                                                      |
| 1   | 908-0880    | 2.5" PWRHOUSE HD/5H-12MM/DW/2.0" I.F.                                                                     |
| 1   | 400-2753    | 4-5/12-75-10 OMNI BIT                                                                                     |
| 50  | 355-1150    | POWER PIPE HD FM 1.58 X 2.00 1.30-5 6'                                                                    |
| 1   | 102-2565    | Commander 7, SV, North America                                                                            |
| 1   | FM5X        | FM5X Mud Mixing Unit<br>With the following configuration:<br>Decals English<br>Fluid Tank 300 Gallon Tank |
| 2   | 159-890     | 50FT 1" TRANSFER HOSE                                                                                     |
| 1   | 102-1595    | TK RECON1, North America Radio                                                                            |

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Page 3 of 3

## Quotation Details

| Qty | Part Number    | Description                              |
|-----|----------------|------------------------------------------|
| 1   | 222-5446       | 3220 HARD CASE, TK SYSTEM                |
| 1   | 220-2661       | TRACKER SWIVEL BASE MOUNT                |
| 1   | 220-2500       | Battery Tray Final Assy, Li-Ion          |
| 1   | 222-5531       | Universal Charger, US/North America      |
| 1   | 222-6520       | Universal Charger Travel Adapter Set     |
| 1   | 222-5521       | Li Ion Btry 7.2V (TK Recon Rechargeable) |
| 1   | BEACON         | Tracker Beacons                          |
| 1   | 102-1715       | 17T1 BEACON, BASE UNIT                   |
| 1   | NON DW TRAILER | T-14D HDD TRAILER                        |
|     |                | Global Account Pricing 145,805.28        |
|     |                | Total Freight 1,152.16                   |
|     |                | Customer Trade-In 14,000.00-             |
|     |                | <b>Total Amount</b> \$ 132,957.44        |

### Confidentiality Notice:

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# CHARLEVOIX CITY COUNCIL

## All Other Actions and Requests

**TITLE:** Approval of the Tentative Agreement between the City of Charlevoix and the Police Officers Labor Council (POLC)

**DATE:** March 16, 2020

**PRESENTED BY:** Mark L. Heydlauff, City Manager

### BACKGROUND:

Over the past month, we have been negotiating a renewal of the collective bargaining agreement with the Police Officers Labor Council who represent our patrol officers. As usual, we had a positive and productive dialogue about employment matters and reached a proposed agreement which has been approved by the union members and awaits Council consideration.

The agreement would see officers receiving the following increases over the next four years:

2020 2021 2022 2023

5% 3% 3% 2.5%

I believe this is a fair settlement and keeps our pay competitive with area peer departments. The City also finds value in extending to a four year agreement. We also agreed to some other minor language changes including a provision indicating when vacation time would be approved based on the notice the employee provides to management. We also codified many language changes into this agreement we had previously made with the CWA in order to be consistent with various work rules across our bargaining and non-bargaining groups.

### RECOMMENDATION:

Motion to approve the agreement with the POLC and authorize the City Manager and City Clerk to sign the agreement.

### ATTACHMENTS:

- ▢ Tentative Agreement between the City of Charlevoix and Police Officers Labor Council (POLC), dated April 1, 2020 through March 31, 2024

# *A G R E E M E N T*

*between*

*City of Charlevoix*

*and*

*Police Officers  
Labor Council*

April 1, 2020 – March 31, 2024

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## **AGREEMENT**

This AGREEMENT entered into this 1st day of April 2020, by and between the CITY OF CHARLEVOIX, hereinafter referred to as the City, and the POLICE OFFICERS LABOR COUNCIL hereinafter referred to as the Union.

### **PURPOSE AND INTENT**

The general purpose of this Agreement is to set forth the wages, hours, and working conditions that will prevail for the duration of this Agreement and to promote orderly and peaceful labor relations for the mutual interest of the City, 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 City, 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.

### **RECOGNITION**

Section 1.1. Collective Bargaining Unit. Pursuant to and in accordance with the applicable provisions of Act 379 of the Public Acts of 1965, the City recognizes the Union as the sole and exclusive collective bargaining agent for all of its full-time police officers with respect to wages, hours, and other conditions of employment, excluding the Police Chief and Deputy Police Chief.

Section 1.2. Union Activity. The Union agrees that, except as specifically provided for in the terms and provisions of this Agreement, employees will not be permitted to engage in Union activity during working hours or on City premises. Duly elected members of the Union may process grievances, meet with grievants and be involved in negotiations with the employer while on duty without loss of pay.

### **UNION SECURITY AND CHECK OFF**

Section 2.1. Union Membership and Check-Off of Union Dues. To the extent the laws of the State of Michigan permit, it is agreed that:

- 1) The current or future employment of bargaining unit employees is not contingent upon membership in the Union or the payment of union dues or fees.
- 2) The Employer agrees to make Union payroll deductions once each month from the pay of the employees who have authorized that such deductions be made as set forth in Subsection 4 and 5.
- 3) As soon as practicable following the decision to hire a new employee into the bargaining unit, the Employer shall notify the Union of newly-hired bargaining unit employees and provide the Union an opportunity following the onboarding process to meet with newly-hired bargaining unit employees to discuss the employees' options with respect to becoming or not becoming a member of the Union.

- 4) Each employee who becomes a member of the Union after June 27, 2018, must sign the Union's Application for Union Membership and Authorized Dues Deduction Card, and shall do so with the understanding that the dues authorization and assignment shall be irrevocable for the term of the applicable contract between the Union and the Employer of for one year, whichever is the lesser, and shall automatically renew itself for successive yearly or applicable contract periods thereafter, whichever is the lesser, unless the employee gives written notice to the Employer and the Union at least sixty (60) days, but not more than ninety (90) days before any periodic renewal date of this authorization and assignment of the employee's desire to revoke same. Such authorization and assignment is voluntary and not conditioned upon present or future membership in the Union.
- 5) The Employer shall not make any Union payroll deductions from any employee without written authorization from the employee. In the case of an employee who becomes a member after June 27, 2018, written authorization must be in the form of a signed and completed Application for Union Membership and Authorized Dues Deduction Card, as well as any additional written authorization as the Employer may require. In the event the terms of the Employer's written authorization conflicts with the terms of the Union's Card, the terms of the Card shall be controlling. For an employee who became a member prior to June 27, 2018, the employer must have from the employee written authorization showing the employee's clear intent to participate in Union payroll deductions.
- 6) The Union will indemnify and save the City harmless from any liability that may arise out of the City's reliance upon any payroll deduction authorization cards presented to the City by the Union or by reason of the City's compliance with the provisions of this Section.
- 7) Employees may resign their Union membership at any time by notifying the Union, but may still be responsible for payroll deductions as set forth in Subsection 4.
- 8) Deductions for any calendar month shall be remitted to the Union. In the event that a refund is due to any employee for any sums deducted from wages and paid to the Union, it shall be the responsibility of such employee to obtain the appropriate refund from the Union.
- 9) The Employer shall not be liable for the remittance or payment of any sums other than those constituting actual deductions made. If the Employer fails to make a deduction for any employee as provided, it shall make that deduction from the employee's next pay period in which such deduction is normally deducted after the error has been called to its attention by the employee or the Union.
- 10) If there is an increase or decrease in Union payroll deductions, as determined and established by the Union, such changes shall become effective upon the second pay period following notice from the Union to the Employer of the new amount(s).

- 11) The Union will indemnify and save the City harmless from any and all claims, demands, suits, or any other action arising from these Agency Shop provisions in the event it is determined under substantive law that said Agency Shop provisions are illegal. Further, such indemnification will apply to damages that are sustained as a result of procedural errors or because of reason or mistake of fact which were in the control of or responsibility of the Union.

### **MANAGEMENT RIGHTS**

#### **Section 3.1. 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 City'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 City.

b) The City will 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 will not be exercised in violation of any specific provision of this Agreement and, as such, they will 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 will 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 City are retained by the City and remain within the rights of the City.

## GRIEVANCE PROCEDURE

Section 4.1. Grievance Definition. A grievance will be defined as any dispute regarding the meaning, interpretation, application or alleged violation of the terms and provisions of this Agreement during the term of this Agreement.

Section 4.2. Grievance Steps. All grievances will be processed in the following manner:

Step 1. Verbal Procedure. An employee who has a complaint must submit the complaint orally to his/her immediate supervisor or designee within five (5) working days after the occurrence of the event upon which the complaint is based. The immediate supervisor or designee will give the employee an oral answer to the 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 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 the Chief within ten (10) working days after the occurrence of the event upon which it is based. The Chief will give a written answer to the steward within five (5) working days after receipt of the written grievance. If the answer is satisfactory, the steward will 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 Chief. If the answer is unsatisfactory, the steward will 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 steward will 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 designee will meet with the Union representatives, not to exceed two (2) employees, within seven (7) working days thereafter to discuss the grievance. A written Step 3 answer to the grievance will 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 will 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 Union may appeal the grievance to arbitration as set forth in Section 4.3.

Section 4.3. Arbitration Request. The Union may appeal the City's decision to arbitration on any grievance that is arbitrable by giving the City written notice of its desire to arbitrate within thirty (30) calendar days after receipt of the City's last answer.

Section 4.4. Selection of Arbitrator. If a timely request for arbitration is filed by the Union during the term of this Agreement, the parties will select by mutual agreement one (1) arbitrator who will decide the matter. If the parties are unable to agree upon an

arbitrator, the arbitrator will be selected by each party alternately striking a name from a panel of arbitrators obtained from the Michigan Employment Relations Commission. The remaining name will serve as the arbitrator, whose fees and expenses will be shared equally by the Union and the City. Each party will pay the expenses, wages, and any other compensation of its own non-employee witnesses and representatives.

Section 4.5. Arbitrator's Powers. The arbitrator's powers will be limited to the application and interpretation of this Agreement as written, and will be governed at all times wholly by the terms of this Agreement. The arbitrator will 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 City's inherent rights not specifically limited by the express terms of this Agreement. If the issue of arbitrability is raised, the arbitrator will only decide the merits of the grievance if arbitrability is affirmatively decided. The arbitrator's decision will be final and binding upon the Union, the City, and employees in the bargaining unit; provided, however, that either party may have its legal remedies if the arbitrator exceeds his/her jurisdiction as provided in this Agreement. Any award of the arbitrator will not be retroactive any earlier than the time the grievance was first submitted in writing.

Section 4.6. Time Limitations. The time limits established in this Grievance and Arbitration Procedure will be followed by the parties and employees. If the Union fails to present a grievance in time or advance it to the next step in a timely manner, the grievance will be considered settled. If the City fails to follow the time limits, the grievance will 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 will be excluded from the time periods specified in the Grievance and Arbitration Procedure.

### DISCIPLINARY PROCEDURE

Section 5.1. Just Cause. The City agrees that all discipline will be for just cause. Minor offenses, those punishable by oral or written reprimands, will be treated with progressive discipline so that an employee will have the opportunity to correct his/her conduct. However, the Union acknowledges that police officers have a public duty to conduct themselves in a manner that will not bring discredit to the City or Department. Major offenses will be defined as any violation of any Department rule which carries a penalty of disciplinary suspension without pay or discharge for the first offense. Penalties for major offenses will be given in writing stating the infractions. Any employee who is to receive a disciplinary suspension or discharge may have his/her steward present. A grievance which involves a disciplinary suspension or discharge may be initiated at Step 3 of the Grievance Procedure. Written reprimands will not be used in determining disciplinary penalties after one (1) year, provided that the employee maintains a record free of similar infractions during such period.

Oral reprimands may have written documentation, but will be kept in a file separate from the employees' personnel file. They will be removed from the file after two (2) years,

provided that the employee maintains a record free of similar infractions during such period.

Section 5.2. Forum Waiver. In consideration of the arbitration procedure provided herein, an employee who has his disciplinary grievance submitted to arbitration hereby waives, on behalf of him/herself and the Union, the right to participate in any other hearing provided by the City Charter, Civil Service, or Veteran's Preference. An employee or the Union who participates in any other proceeding, hereby waives the right to proceed to arbitration under this Agreement. The intent of this waiver is to avoid multiplicity of forums.

### **NO STRIKE - NO LOCKOUT**

Section 6.1. 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 City agrees that during the same period there will be no lockouts.

Section 6.2. Individual employees or groups of employees who instigate aid or engage in a work stoppage, slowdown, or strike may be disciplined or discharged in the discretion of the City. However, it is understood and agreed that the question as to whether an employee's conduct is such as is prescribed by this Section may be processed under the Grievance Procedure starting at the Second Step, 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 7.1. Seniority Definition. Seniority will be defined as an employee's length of continuous full-time employment with the City since his/her last hiring date. "Last hiring date" will mean the date upon which an employee first reported for work at the instruction of the City and since which s/he has not quit, retired, or been discharged.

Section 7.2. Probationary Period. All new police officers will be probationary employees until they have completed twelve (12) months of full-time employment. The purpose of the probationary period is to provide an opportunity for the City to determine whether the employee has the ability and other attributes which will qualify him/her for regular employee status. During the probationary period, the employee will have no seniority status and may be terminated in the sole discretion of the City without regard to the relative length of service and without recourse to the Grievance and Arbitration Procedure. At the conclusion of the probationary period, the employee's name will be added to the seniority list as of his/her last hiring date.

Section 7.3. Seniority List. The City will maintain an up-to-date seniority list. A copy of the seniority list will be posted on the appropriate bulletin board and updated as need dictates. The names of all employees who have completed their probationary periods will 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 will 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 will be followed with respect to their first name.

Section 7.4. Loss of Seniority. An employee's seniority and employment will terminate:

- (a) If the employee quits, retires, or is justifiably discharged.
- (b) If, following a layoff, the employee 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 the address on record with the City 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 the employee is absent for three (3) consecutive regularly scheduled working days without notifying the Chief prior to or within such three (3) day period of a justifiable reason for such absence.
- (d) When the employee has not worked for the City due to a layoff or any other reason for a period of eighteen (18) or more consecutive months.

Section 7.5. Layoff Procedure. In the event the City deems it necessary to reduce the number of employees in the bargaining unit, it will select the department(s) to be reduced and the classification within the department to be reduced. Employees with the least seniority in the selected classification and department will be the first laid off, provided the remaining employees within the selected classification have the then present ability and qualifications to perform the work in the classification. Employees thus removed from their classification may exercise their seniority to displace the least senior employee in any lower paid classification within the department, provided they have the present ability and qualifications to perform the work of the lower paid classification without trial or training. There will be no bumping between departments.

### LEAVES OF ABSENCE

Section 8.1. Personal Leave of Absence. The City may grant a leave of absence for personal reasons of not to exceed thirty (30) calendar days, which period may, for good cause, be extended, without pay and without loss of seniority, to an employee who has completed the probationary period; provided, in the judgment of the City, such employee can be spared from work. The City will not be arbitrary or capricious in the decision.

Section 8.2. 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 8.3. Military Leave. Leaves of absence without pay and without loss of seniority will 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 active duty. Applications for leaves of absence for such purpose must be made as soon as possible after the employee's receipt of orders.

A full-time employee who enters the military service by draft or enlistment will be granted a leave of absence, without pay, for that purpose and at the conclusion of such leave of absence will be reinstated in accordance with all applicable provisions of the Uniformed Services Employment and Re-Employment Act and any other applicable laws then effective.

Section 8.4. Funeral Leave. In the event of a death in the immediate family of an employee, up to three (3) working days with pay will be allowed for personal matters relating to the death. Immediate family will 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. Additional days will be granted without pay when extenuating circumstances warrant.

Section 8.5. Seniority During Leaves of Absence. Seniority will 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 8.6 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.

Section 8.7. 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.

### **SICK LEAVE AND SHORT-TERM DISABILITY PROGRAM**

#### **Section 9.1. 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.

| <b>Hire Date or<br/>Date Returned to Work</b> | <b>Sick Leave<br/>Hours</b> | <b>Hire date or<br/>Date Returned to Work</b> | <b>Sick Leave<br/>Hours</b> |
|-----------------------------------------------|-----------------------------|-----------------------------------------------|-----------------------------|
| 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 (152 hours plus 96 hours).

- (b) On December 31<sup>st</sup> 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.

Section 9.2. Use of Accumulated Sick Leave Credits. Qualified employees, subject to the provisions set forth in these Sections, will be eligible for paid sick leave from and to the extent of their unused accumulated paid sick leave credits in the following situations. Sick leave may be used at a minimum of one-quarter (1/4) hour increments under the following conditions:

- a) When an employee, because of an illness or injury that is non-compensable under the Michigan Worker's Compensation Act, is unable to regularly and safely perform the requirements of his job classification, the employee will be granted a leave of absence with pay at his/her regular hourly rate for each hour lost from the normal work schedule, up to the maximum current accumulated sick leave credits (152 hours). Such lost hours and pay will be deducted from the current accumulated sick leave credits.

- b) When an employee's absence from work is due to an illness or injury that is compensable under the Michigan Worker's Compensation Act, after the first day of absence necessitated thereby, the employee will be entitled to use his/her current accumulated sick leave credits to make up the difference between the amount of weekly benefit received under the Act and the amount of salary the employee would have received in his/her own job classification had s/he worked the regular work schedule.

- c) When an employee's absence from work is due to a non-duty incurred illness or injury provided such illness or injury was not attributable to the intemperate use of alcoholic beverages, use of non-prescribed controlled substances, or was not attributable to causes stemming from employment or work in the service of another employer or while acting in the capacity of a private contractor.

- d) Subject to furnishing proof satisfactory to the City that a critical illness has occurred within the employee's immediate family, an employee may use his/her current accumulated sick leave credits for an emergency leave subject to the following limitations:

- (1) Paid emergency leave for critical illness of the employee's immediate family is limited to such illness on the part of the employee's current spouse, children, or parent.

Section 9.3. Sick Leave Eligibility. In order to qualify for sick leave payments, the employee must report to the Chief or designee, or notify the City Police Department not later than one (1) hour before the employee's 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. All absences, for which sick leave pay is desired, regardless of the length of the duration of such absence, requires the submission and approval of a "Request for Absence Report" form before payment is made under these Sections.

(a) In the event of an absence of more than two (2) regularly scheduled working days or if the City has reason to believe an employee is misusing paid sick leave, the employee will be required to provide a medical statement signed by the physician who attended the employee or immediate family member, unless under subsection (b) such signature is not required. If the physician's statement is required, it must state the cause for such absence, confirm the necessity for the absence, and before the employee resumes normal duties, must state that the employee is physically able to return to and perform his job duties.

(b) The Chief may waive the requirements of the physician's signature in subsection (a) above, provided s/he or the employee's immediate supervisor has knowledge that the employee was ill to the degree that absence was required and that the attendance of a physician was not necessary. In such event, the Chief will sign the "Request for Absence Report" form in the space provided for the physician's signature.

(c) An employee who makes a false claim for paid sick leave will be subject to disciplinary action or dismissal depending upon the circumstances involved.

Section 9.4. Sick Leave Bank. When police officer uses one (1) day of sick leave, eight (8) hours are deducted from the yearly bank. Sick leave will be used in increments of not less than one-quarter (1/4) hour.

Section 9.5. Sick Leave Pay Out. If and when an employee quits or is discharged from employment, any unused accumulation of paid sick leave will be canceled. When an employee retires under the City's retirement program, the employee will be entitled to be paid one-half (1/2) of accumulated unused paid sick leave as of the date of retirement up to a maximum of forty (40) days. When an employee who has quit, retired, or been discharged from employment is subsequently rehired, such employee will, as any other new employee, accumulate paid sick leave credits as set forth in Section 9.1. In the event an employee is laid off from work, the employee will, upon return to work, be credited with all of unused sick leave credits accumulated prior to layoff.

Section 9.6. Pro-rata Sick Leave Allotment. Employees who are employed after January 1 of any given year will receive a pro rata sick leave allotment per month for that year on the basis of one-twelfth (1/12) the annual amount.

Section 9.7. Short-Term and Long-Term Disability Programs. 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. 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.

(e) If requested by the City, the employee will furnish medical proof satisfactory to the City, that the employee is disabled as defined in subsection (d) above; authorize in writing that the City and its retained medical personnel may have access to the employee's medical records and submit to such reasonable and necessary medical examinations regarding fitness for duty. Such examinations will be at the City's expense.

(f) Benefits provided herein will be coordinated with Social Security Benefits.

#### **PHYSICAL FITNESS**

Section 10.1. Medical Examinations. The City reserves the right, without being arbitrary or capricious, to suspend or discharge employees who are not physically and/or mentally fit to perform their duties in a satisfactory manner. Such action will only be taken if a physical or mental examination performed by a medical doctor of the City's choice, at the City's expense, reveals such physical or mental unfitness. If the employee disagrees with such doctor's findings, then the employee, at the employee's own expense, may obtain a physical or mental examination from a medical doctor of choice. Should there be a conflict in the findings of the two (2) doctors, then a third doctor mutually satisfactory to the City and the Union will give the employee a physical or mental examination. The fee charged by the third doctor will be paid by the City and the findings will be binding on the employee, City, and the Union.

#### **WORKWEEK**

Section 11.1. Tour of Duty. The normal fourteen (14) day tour of duty and workday for each employee will be established by the City. The City reserves the right to change the normal tour of duty and/or workdays whenever it determines that operating conditions warrant such changes. Nevertheless, when an unplanned shift change occurs for police officers without at least a 72-hour notice, the employee will receive a \$50.00 lump sum. Employees shall not be scheduled for more than twelve hour shifts. In the event of an unfilled shift, officers may be held over beyond twelve hours.

Shift exchanges must occur within the normal 14-day tour of duty.

Section 11.2.      Overtime.

- a) All employees are expected to work overtime upon request. Overtime other than of an emergency nature must be authorized by the appropriate Chief or designee.
- b) Definition - To the extent required by law, overtime will be considered as time worked over and above a police officer's 80 hours in a 14-day work period.
- c) Overtime Premium Pay - Time and one half (1-1/2) an employee's regular straight-time hourly rate will be paid for all hours worked greater than the number of hours allowed for fourteen (14) day tour of duty. An exception will be made as follows: the City will pay straight time for all off-duty time necessarily spent by an officer in signing complaints in the Prosecutor's Office or in the 90th District Court.
- d) Overtime Calculation - Vacation, paid sick leave, personal leave, and holidays not worked will be counted as hours worked for the purpose of computing overtime payments. Note however, that there will be no pyramiding of overtime. Definition of pyramiding of overtime is the payment of overtime on already existing overtime. This happens if the same hours of work qualify for both daily and tour of duty overtime payment.

Section 11.3.      Call-in/Call-out.

(a) An employee called in for duty (including court appearances) prior to a regular shift or after a regular shift will receive a minimum of two (2) hours pay at the rate of time and one-half (1-1/2) his/her hourly rate.

(b) An employee will be entitled to the call-out rate of pay if he/she is not notified of a cancellation of a required court appearance by at least 5:00 p.m. of the day prior to the required court appearance. If a court appearance is scheduled for Monday, the employee must be notified by 5:00 p.m. of the Friday prior to the Monday.

Section 11.4.      Training and Travel. Time spent in approved training activities, meetings, and conferences is considered compensable for the purposes of calculating overtime. Time spent in travel is considered compensable time worked only in so far as it meets certain conditions.

(a) Home-to-work travel – Generally home-to work travel is not considered time, regardless of how long the commute. The exception is the special one-day-assignment – an employee who regularly works at one or more fixed locations may be asked to drive beyond his/her normal jobsite for work, for training, for a meeting, or for a conference. In such cases, the extended time spent commuting is considered compensable. However, regular home-to-work travel time and meal time will be deducted, and the training time considered "hours worked."

(b) 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 working while 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.

Section 11.5. Shift Assignment. The shift assignment process shall be on a seniority basis as described below.

- (a) Police Officers will select their shifts in order of seniority.
- (b) Police Officers may bid for shift assignment effective April 1, August 1, and December 1.
- (c) Selections will go into effect beginning May 1, September 1, and January 1.
- (d) Notwithstanding the above, the Chief may, to meet the needs of the Department, assign an employee to a shift based upon the Chief's written review of the skills, qualifications, and present ability to perform the tasks deemed necessary by the Chief and retains the right to assign employees as needed.
- (e) The Chief retains the right to determine the number of employees off on each shift at any given time.

Selection for shifts will be accomplished by posting a blank shift chart forty-five days (45) days prior to a new shift period.

- (a) Selection of shifts shall be completed by members of the bargaining unit within four (4) weeks of posting.
- (b) Officers must select one shift for the entire (4) four month period. Bumping, preempting another Officer's selection after the selection period, based on seniority, shall not be permitted.
- (c) Work hours as indicated on the blank shift chart will remain in effect throughout that period.
- (d) Members of the bargaining unit who may be on vacation, sick leave, or other approved leave at the time of the posting and selection, may make their selection in writing, or by phone to the Chief. Failure to communicate their selection will result in the Department assigning them to the remaining available shift after all others have selected.



Probationary officers shall be excluded from the permanent shift selection and shall be assigned by the Department according to its needs and/or the Officer's need for training

### CLASSIFICATIONS AND WAGES

Section 12.1 The job classifications and the hourly ranges are set forth in Appendix "A" attached and by this reference made a part of this Agreement.

### EMPLOYMENT CONDITIONS

Section 13.1. Personnel Policies and Procedures. All City personnel policies and procedures apply to police officers 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.

### HOLIDAYS

Section 14.1. Recognized Holidays. The following days will be recognized as holidays:

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

A holiday will be recognized on the calendar day on which it falls. Easter Sunday and the Sunday concluding the Venetian Festivities will not be considered a holiday, but Employee's working on Easter Sunday or on the Sunday concluding the Venetian Festivities, will be paid time and one-half (1 ½) the straight time hourly rate for the hours so worked.

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

- 1) such day(s) occurred during the employee's regularly scheduled vacation; or
- 2) the employee's absence on such day(s) is of a nature which is compensable under this Agreement.

Section 14.3. Holiday Pay.

A holiday is defined as that period of time between 11:00 p.m. to 11:00 p.m. the following day.

Police officers will receive eight (8) hours at the regular straight-time hourly rate for each paid holiday not worked.

When an employee is required to work on any day celebrated as a holiday, the employee will be paid time and one-half (1-1/2) straight time hourly rate for the hours worked in addition to regular holiday pay.

Section 14.4. Holiday During Vacation. If a holiday falls during an employee's vacation, the day is counted as a holiday and not as a vacation day. This section only applies when an employee is taking a week-long vacation and the holiday falls within the week.

Section 14.5. Personal Leave. Employees shall receive twenty-four (24) hours of personal leave per calendar year. Personal leave hours must receive the prior approval of the Chief, must be requested at least seven (7) days in advance, except in emergency situations, in which case a reason may be requested by the Chief, and approval is always subject to the manpower requirements of the department as determined by the Chief. Personal leave may be used in quarter (¼) hour increments. Unused personal leave hours are not paid at termination and do not carry forward to the next calendar year.

If at an employee's hire date, leave of absence or layoff causes the employee 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 Eligibility.

**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<br>as of Employee's Anniversary Date | Vacation Leave Hours Credited<br>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                                                             |

- (a) 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.
- (b) Illustratively, an employee who returns on August 14<sup>th</sup> of a given year will receive a vacation benefit equal to 5/12ths of that provided in the schedule above.
- (c) 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.

- (d) Vacation time may be used in one quarter (1/4) hour increments.
- (e) A maximum of 80 vacation hours may be carried over from one vacation year to the next. Unused time in excess of the specified hours will be forfeited. No vacation pay will be paid in lieu of vacations, except in cases of extraordinary circumstances.
- (f) Unused and accrued vacation hours are paid upon termination.

Section 15.2. Vacation Scheduling.

(a) The Chief will determine the number of employees who can be excused from their departments for vacation purposes at any one time. When an employee submits a vacation request sixty (60) days in advance, they shall receive a confirmation thirty (30) days before their vacation.

(b) 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 will 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 will be given in order of receipt by the City of the written requests for vacation time off. In the event an employee cancels the approved vacation time off, as among those who wish to reschedule their vacation time off, preference will be given to the employee with the next greater amount of seniority.

Section 15.3. Summer Vacations. Vacations may be scheduled during summer with advance approval from the Chief.

Section 15.4. Vacation Accumulation. Vacations may be accumulative if the employee's request for vacation is denied by the City for its convenience and may be carried over to the following year. Denial for vacation in the summer months will not be subject to this Section.

**MISCELLANEOUS**

Section 16.1. Rules and Regulations. The City reserves the right to establish reasonable rules and regulations not inconsistent with this Agreement. If a rule or regulation is established by the City, a written copy will be served upon the Union five (5) days in advance of its implementation. The Union will have ten (10) days after receipt of the rule within which to file a grievance concerning the reasonableness of the rule or regulation.

Section 16.2. Bulletin Board. The City will provide a bulletin board upon which the Union will be permitted to post notices concerning its business and activities. Such notices will contain nothing pertaining to partisan politics or of a defamatory nature.

Section 16.3. Health 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.

| Insurance Plan        | City Share | Employee Share |
|-----------------------|------------|----------------|
| POS: \$250 Deductible | 80%        | 20%            |
| HSA                   | 95%        | 5%             |

The employee premium will be withheld through payroll deduction. This cost sharing will be effective with the new insurance contract year 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 take effect.*

*\*\*Or, the effective date of the start of the insurance contract year, if different, dependent upon the committee process and provider requirements.*

(b) Plans and Benefits

(1) A health care insurance committee has been established consisting of one POLC employee the POLC selects, one non-union administrative employee, and the City Manager or designee (and two CWA unit employees the CWA selects upon participating). Where any changes to the then existing health care, including dental and vision, insurance plan(s) are requested by a committee member, no more than once annually (October to October), no later than September 1 the committee may meet at and for a reasonable time and may select, by majority vote, which of up to two (2) plans will be offered to employees. The City retains the right also to offer 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 City, the employees individually, in writing, will have the right to elect coverage of one of the above offered plans so that coverage is effective no later than October 1 that year.

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

The plan(s) selected by the committee and/or by the City as provided above will be the sole plan(s) under which employees may elect coverage. Upon committee and/or City selection resulting in any plan or benefits changes, the parties agree to enter into a letter

of understanding generally describing the plan(s) and benefits selected and offered, so that coverage can be administratively accomplished no later than October 1 that year.

(2) Further, the City 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. To the extent the City provides non-union full-time administrative employees a Section 125 Plan, the City will also provide that plan to 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.)

Section 16.4. Life Insurance. The City agrees to provide group life insurance benefits with AD&D to those employees who qualify therefor at standard insurance rates in the amount of Twenty-five Thousand Dollars (\$25,000.00) 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.

#### Section 16.5 Pension Plans

##### Defined Benefit Plan

The City will provide the MERS C-1 (as quoted with the 1.5 multiplier) with a 50/25 rider pension plan and each employee will contribute to this plan an amount equal to three percent (3%) of the employee's gross wages. The employee will retain all benefits accrued through the previous B-4 Frozen FAC Plan.

##### Defined Contribution Plan

In consideration of transitioning from a MERS B-4 to a MERS C-1 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. The City will also pay into the City's current ICMA 457 plan on behalf of each employee an amount equal to the employee's own contribution to the plan or three percent (3%) of the employee's wages, whichever is less.

Section 16.6. Uniforms. For the life of this Agreement, the City will continue its practice regarding furnishing and cleaning uniforms.

Section 16.7 Residence. All employees 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 will not apply to the City of Charlevoix employee where prohibited by MCL 15.602.

Employees are at all times required to have their current residence address and telephone number on file with the Police Department.

Section 16.8. Captions. The captions used in each section are for the purpose of identification only and are not a substantive part of this Agreement.

Section 16.9. Gender. Reference to any gender will apply equally to the other and vice versa.

Section 16.10. Agreement Copies. The City agrees to furnish a copy of this Agreement to each employee in the bargaining unit. The City further agrees to provide the necessary additional copies to the Union on a cost basis.

Section 16.11. Validity. If, during the life of this Agreement, any of the provisions contained herein are held to be invalid by operation of law or by any tribunal of competent jurisdiction or if compliance with or enforcement of any provisions should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement will not be affected thereby. In the event any provision herein contained is so rendered invalid, upon written request by either party hereto, the City and the Union will enter into collective bargaining for the purpose of negotiating a mutually satisfactory replacement for such provision.

Section 16.12. Waiver. It is the intent of the parties hereto that the provisions of this Agreement, which supersedes all prior agreements and understandings, oral or written, express or implied, between such parties, will govern their entire relationship and will be the sole source of any and all rights or claims which may be asserted in arbitration hereunder or otherwise.

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the City and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waive the right, and each agrees that the other will not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

Section 16.13. Liability Insurance - Civil/Criminal. The City agrees to maintain liability insurance for claims made against the City and its POLC unit employees for acts arising out of and in the course and scope of their employment. Defense is provided in accordance with the terms and conditions of the current policy.

Section 16.14. Drug Free Workplace.

(a) Policy Statement. 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 those in the safety-sensitive positions of police officers and police management who protect the public are at all times both physically and mentally prepared to assume these duties and preserve the public's trust and confidence. Therefore, the City will not tolerate any illegal or unauthorized drug-related conduct or activity or alcohol abuse as prohibited by this policy.

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 policy builds upon the City's longstanding rules prohibiting alcohol and drug abuse associated with City employment. Additionally, this policy provides for assistance in overcoming substance abuse where the employee voluntarily seeks assistance from the City. Consent to and compliance with this policy is a condition of employment. With these fundamental objectives in mind, the City's policy on illegal or unauthorized use of prohibited substances for police officers and police management is as follows:

(b) Policy Application.

(1) This policy covers all police officers, police department management and applicants for employment.

(2) This policy applies to employees when they are on or off duty time or City premises. City time is any time period when an employee is on duty whether or not actively performing work including lunch and break time, and when performing, expected to be performing, or ready to perform work whether or not the employee is at his/her regularly assigned work location, and whether or not the employee is on City premises. City premises includes all property whether owned, leased or used by the City or for City business, including without limitation all facilities, land, buildings, structures, restrooms, lockers, offices, parking lots, as well as City or other motor vehicles or equipment.

(c) Prohibited Substances.

The prohibited substances covered by this policy include:

- (1) All illegal drugs or controlled substances including inhalants and marijuana.
- (2) All legal drugs used in an unauthorized, non-prescribed or illegal manner.
- (3) Any beverage containing alcohol.

(d) Prohibited Conduct.



(1) Use, consumption, possession, storage, manufacture, distribution or sale of a prohibited substance on or off City premises or City time, excluding alcohol off the City premises and off City time, that is not abused, or render the employee under the influence.

(2) Reporting to or being at work after taking or being under the influence of a prohibited substance.

(i) Under the influence of alcohol is defined as an alcohol test result of 0.02 or greater.

(ii) Under the influence of an illegal drug or controlled substance is having a positive confirmed test result.

(3) Intentional violation or misuse of a prescription drug or over the counter medication.

(4) Intentional use of a prescription drug belonging to or prescribed for another person.

(5) Failure to consent, submit to, or cooperate in an inspection, search, or testing consistent with this policy including tampering or substitution of substances to be tested.

(6) Failure to inform the City of any arrest or conviction under any criminal drug or controlled substances statute including any guilty plea, plea of nolo contendere, or plea under advisement within five days of the arrest, conviction or plea.

(7) Unsuccessful completion or failure to adhere to the requirements of any drug or alcohol treatment or rehabilitation program in which the employee is enrolled.

(8) Any other violation or attempted violation of this policy.

(e) Enforcement of Policy.

(1) Inspections, surveillance and searches of City premises and employees or others on City premises including personal effects and vehicles are authorized by this policy consistent with the law and the Constitution of the United States.

(2) Screening of applicants by scientific drug and alcohol screening may be carried out by a City-approved facility after a conditional offer of employment has been made. The applicant will be informed of the City's conducting the screening and requested to give written consent to the collection and testing. Refusal to sign a consent form will terminate the employment process. A positive test result will terminate the employment process.

(3) Employee Testing.

(i) The City will use state of the art collection and testing laboratory facilities and procedures to conduct scientific drug and alcohol testing. To insure high levels of test reliability and validity, the City will use scientifically tested techniques and employ as specimens urine, breath, or blood. The testing laboratory will be a SAMHSA (federal Substance Abuse and Mental Health Services Administration) or FDA (federal Food and Drug Administration) approved. Initial and confirmation testing cutoff levels for illegal drugs and controlled substances will be consistent with U.S. Department of Transportation concentrations as established by its regulations or proposed regulations as existing at the time of laboratory testing in the individual circumstances, but the City also has the right to know and use test results below cutoff levels showing detectable trace amounts of illegal drugs or controlled substances. Strict

adherence to specimen chain of custody and other collection and testing procedures is required. Any violation in the custody chain or testing procedures will render the test results invalid. Initial positive test results for illegal drugs and controlled substances will be confirmed by testing before a confirmed positive test result is reported to the City Manager. A medical review officer will be utilized in interpreting testing results before the results are released to the City. The MRO will be a licensed physician with knowledge of substance abuse, prescription drugs, pharmacology and toxicology of alcohol, illegal drugs and controlled substances. Test results will be reported by the laboratory or MRO to the City Manager in a sealed envelope marked "Confidential" or other appropriate marking. Further dissemination of test results will be on a strictly need to know basis in accordance with applicable law. Collection and testing will be performed with due regard for maintaining the individual's personal privacy and maintaining confidentiality to the extent practicable under the circumstances. Any collection and testing information will be filed separate from the individual's personnel file, labeled "Confidential" or other appropriate marking and access to this file will be restricted to the City Manager and management on a strict need-to-know basis, the employee, or those authorized in writing by the employee.

(ii) Drug and alcohol testing of any employee for reasonable suspicion is authorized by this policy. Reasonable suspicion is a quantity of proof or evidence that is more than a hunch, but less than probable cause. Reasonable suspicion must be based on specific, objective facts and any rationally derived inferences from those facts about the conduct of an individual that would lead the reasonable person to suspect that the individual is or has been using drugs while on or off duty. Detectable trace amounts of illegal drugs or controlled substances from a prior test constitute reasonable suspicion to re-test the employee. Such reasons or facts of reasonable suspicion will be documented in writing and provided to the employee prior to testing.

(iii) Mandatory testing may be done of any employee in the following situations:

- Following a work related accident;
- Following a work related injury requiring medical treatment of the employee;
- Following a leave of absence of 30 or more consecutive days;
- Following a layoff of 30 or more consecutive days;
- Following a return to work after successfully completing a treatment or rehabilitation program approved by the City. Such testing will be conducted before the employee actively resumes work, followed by unannounced testing at any time as determined solely by the City for a minimum of 12 months but up to 24 months after the employee returns to active work.
- At any time, including unannounced, during the employee's probationary period.
- Reasons for mandatory testing will be documented in writing and provided to the employee prior to testing.

(iv) The City has the right to randomly test up to two randomly selected employees four times per year. These tests will be unannounced and all employees will have an equal chance of being selected based upon objective and

anonymous selection procedures conducted in front of a union representative. An employee who has been randomly selected will be subject to any additional testing, if again randomly selected or pursuant to other types of testing under this policy.

(v) No inspection or search, or collection or testing, consistent with this policy will be conducted without the employee's written consent except where the employee is not promptly available or immediate concerns such as safety are present. Failure to provide written consent of this nature can be considered the same as a confirmed positive test result for a prohibited substance.

(vi) An employee will be compensated for time involved with the testing if not on duty.

(f) Violations of Policy.

(1) Any violation of this policy will be just cause to discipline the employee up to and including discharge.

(2) An employee who is tested for reasonable suspicion or under the mandatory testing procedures may be placed on administrative leave with pay pending the test results and any further prompt investigation and determination of the employee's employment status.

(3) If an employee is found in violation of this policy or tests positive but is not discharged, mandatory referral to an employee assistance program may be required at the sole discretion of the City. The City will determine the treatment and counseling program and in consultation with the program's personnel, determine what treatment and counseling will be required for the employee before being returned to active employment. Time off work for such treatment and/or counseling will be conducted with accumulated sick time and/or a medical leave of absence which will be counted towards the employee's Family and Medical Leave Act entitlement if eligible.

(4) The City cannot allow an employee directed to test for reasonable suspicion or mandatory testing to jeopardize the safety of the employee, fellow employees and the public. Therefore, the City will transport or arrange for transportation of such employee to and from the collection site and/or testing under these circumstances. After collection and/or testing, where a positive test result is promptly reported or where testing results are not promptly available, the City will transport or arrange for transport of the employee to the employee's residence. The employee's failure to cooperate fully with transportation procedures will be considered insubordination for which the employee maybe disciplined up to and including discharge.

(g) Voluntary Assistance.

Early recognition and treatment of chemical dependency is important for successful rehabilitation and reduced personal, family and social disruption. The City supports sound treatment efforts for its employees who are experiencing drug and/or alcohol problems and who voluntarily seek assistance. An Employee Assistance Program (EAP) should be sought which provides help for employees who have drug or alcohol abuse and/or other personal/emotional problems. Any employee experiencing substance abuse problems should seek professional evaluation and assistance from an EAP before the employee risks violating this policy. However, voluntarily sought assistance will not protect an employee who is found to be in violation of this policy. At the same time, no

employee will be subject to disciplinary action simply for voluntarily requesting help due to drug and/or alcohol dependency.

An employee who voluntarily seeks the City's assistance and is diagnosed or evaluated as chemically dependent and undergoes treatment and counseling for substance abuse will be allowed to use accumulated sick time or be granted a medical leave of absence for such treatment which will be counted towards the employee's Family and Medical Leave Act entitlement if the employee is eligible. The EAP will monitor the employee's follow through and successful completion of any required treatment and rehabilitation as recommended by the professionals involved and approved by the City. The employee must cooperate fully with the rehabilitation process, including without limitation, signing an authorization for the EAP to receive all directly related and other treatment and counseling information and records. This will be for the purpose of making a timely return to work recommendation when and if appropriate. The employee will also be required, before returning to active employment, to sign an authorization releasing the staff of the treatment and rehabilitation program to bear witness to the employee's course of treatment and counseling in the evaluation process to return the employee to work. Should an employee undergo outpatient treatment and rehabilitation and the City, in its sole discretion, permits the employee to continue working during such treatment, the employee will be expected to maintain satisfactory job performance including, without limitation, attendance. Before an employee is returned to active employment the treatment and rehabilitation program must first release the employee and present to the City Manager certification that the employee has successfully completed the program and is capable of returning to work. The City reserves the right to have independent medical experts verify that the program was successfully completed and that the employee is fit for work. To the extent insurance does not cover the treatment and EAP, the employee will bear the costs.

The employee must test negative for drugs and alcohol before returning to work and satisfy all requirements under the City's applicable leave policies. The employee will also be subject to unannounced follow-up testing at any time during at least twelve (12) months following the employee's return to active employment subject to being extended to twenty-four (24) months in the City's sole discretion. The employee must comply with this policy upon return to active employment, and any violation of this policy thereafter will be just cause for immediate termination of employment.

(h) Policy Administration.

The City Manager will be responsible for the coordination, implementation and enforcement of this policy. All questions should be directed to the City Manager. To protect employee privacy and dignity to the extent practicable under the circumstances, particularly where matters regarding medical and personal information are involved, coordination and investigation of suspected drug or alcohol activity prohibited by this policy will be handled by the City Manager or his/her designee.

Section 16.15. Longevity. Full-time employees will 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</u><br><u>As of December 1</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              |

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

Section 17.1    Emergency Manager Act

It is acknowledged by the Employer and the Union that an Emergency Manager appointed under the Local Government and School District Financial Accountability Act can reject, modify, or terminate a collective bargaining agreement as provided in the Local Government and School District Financial Accountability Act and that this provision is a prohibited subject of bargaining.

**DURATION OF AGREEMENT**

Section 18.1.    Termination. This Agreement will become effective April 1, 2020, and will remain in full force and effect until 12:01 a.m. March 31, 2024, 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.

POLICE OFFICERS LABOR COUNCIL

CITY OF CHARLEVOIX

\_\_\_\_\_  
  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date: 3-12-2020

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

## APPENDIX A

### CLASSIFICATIONS AND WAGE RATES

The following classifications and wage rates will be effective the first pay period on or after the date(s) indicated:

|                             | <u>4/1/2020</u> | <u>4/1/2021</u> | <u>4/1/2022</u> | <u>4/1/2023</u> |
|-----------------------------|-----------------|-----------------|-----------------|-----------------|
| Police Sergeant             | \$26.1364       | \$26.9205       | \$27.7281       | \$28.4213       |
| Police Officer              | \$25.0001       | \$25.7501       | \$26.5226       | \$27.1857       |
| Probationary Police Officer | \$24.0001       | \$24.7201       | \$25.4617       | \$26.0982       |

### License/Certification Stipend Amount

If an employee procures and maintains the described licenses and/or training (providing proof), s/he will receive a lump sum payment on the first pay period following the contract anniversary date. The annual amount will be pro-rated from the effective date to the next anniversary date if a new license is obtained. If a license is taken away or lapses, a pro-ration of the paid lump sum will be deducted from the employee's pay. The City will pay for class cost (such as registration and books) and will also provide a vehicle for travel. The individual employee will receive the licenses and/or training and maintain said licenses and training on his/her own time.

| <u>Police Officers</u>                                                                                         | <u>4/1/20</u> | <u>4/1/21</u> | <u>4/1/22</u> | <u>4/1/23</u> |
|----------------------------------------------------------------------------------------------------------------|---------------|---------------|---------------|---------------|
| Procure and maintain an EMT license                                                                            | \$1000        | \$1000        | \$1000        | \$1000        |
| Procure and maintain a Paramedic license                                                                       | \$2000        | \$2000        | \$2000        | \$2000        |
| Procure and maintain a CPR/AED certification                                                                   | \$200         | \$200         | \$200         | \$200         |
| Procure and maintain a Firefighter II license and be a member of the City of Charlevoix or Charlevoix Township | \$1000        | \$1000        | \$1000        | \$1000        |



## 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:** COVID-19 Emergency Responses

**DATE:** March 16, 2020

**PRESENTED BY:** Mark L. Heydlauff, City Manager

### **BACKGROUND:**

Given the unprecedented conditions posed by the COVID-19 outbreak, I would request Council grant me authority to act in some unique situations that would otherwise require Council approval and consent. There are already provisions for emergency purchases but this would clarify for the intervening period my authority to take action. With the President's National Emergency Declaration last week, we have begun tracking virus related expenses in hopes of receiving reimbursement under the Stafford Act.

Public Act 390 is the State of Michigan Emergency Management Act. It authorizes interlocal agreements and mutual aid to ensure orderly government is continued during an emergency. Pursuant to this, I would like your authorization to enter such agreements without Council authorization (it should be noted we have several agreements already in place for fire, EMS and law enforcement).

I would also like your authorization to modify the functioning of City government by closing buildings to the public, modifying work schedules, cross-training staff, and instituting other measures deemed advisable according to public health authorities.

Finally, in light of the economic challenges and in consultation with the City Treasurer, I recommend the waiving of late fees that would ordinarily be in effect on utility bills effective today through May 31, 2020 and cease utility shut-offs for non-payment until the May 31, 2020.

As for upcoming meetings, the City Council is not scheduled to meet again until April 6, 2020. I would suggest Council authorize the Mayor to postpone this meeting if, in his judgement, holding this meeting would run counter to the advice of public health authorities at the time. Furthermore it is my intent, to not bring any substantive business (beyond consent agenda items) to Council until at least April 20, 2020. All items otherwise scheduled for tonight's agenda have been moved to this date. I would also suggest Council postpone meetings of the DDA, Planning Commission, ZBA, and Shade Tree and Parks Commission until at least April 20, 2020.

### **RECOMMENDATION:**

Motion to authorize the City Manager to take all necessary and reasonable actions in line with the recommendations of public health authorities to procure services and supplies for the good operation of City government and emergency measures as may be needed until April 30, 2020 and waive specific authorization from Council where otherwise required.

Motion to authorize the City Manager to take all necessary actions including entering into interlocal agreements and other actions as may be contemplated pursuant to the Stafford Act and Emergency Management Act until April 30, 2020.

Motion to authorize the City Manager to modify the hours, practices, and personnel policies of the City in

order to protect the health of residents and employees in ensuring continuity of operations.

Motion to waive utility late fees from March 16, 2020 until May 31, 2020 and cease utility shut-offs for non payment during the same period.

Motion to authorize the Mayor to determine if the regular City Council meetings scheduled after March 17, 2020 should be postponed and direct the various boards and commissions of the City to not meet until at least April 20, 2020.



# CHARLEVOIX CITY COUNCIL

## Reports and Communications

**TITLE:** City Manager Comments

**DATE:** March 16, 2020

**PRESENTED BY:** Mark L. Heydlauff, City Manager

### **BACKGROUND:**

#### **A. CEDAM Fellow Application**

The MEDC and the Community Economic Development Association of Michigan (CEDAM) are offering a fellowship program to assist communities with Economic Development activities specifically related to the Redevelopment Ready Communities Program. We have engaged this program but haven't yet received certification. I applied for a fellow this week in coordination with DDA Main Street. If accepted, we would host a fellow for 15 months who would be tasked with assisting us in three primary goal areas: more and better housing; RRC Certification; and, broadband/fiber expansion. Our total cost would be \$6,000; I would anticipate a serious effort at these same goals would cost more than this amount.

#### **B. Infrastructure Projects**

We are moving forward with some smaller infrastructure projects around town for the coming construction season. The first of these is a sewer extension down Rose Lane (off May Street) to support home construction planned for this neighborhood. We are currently seeking EGLE permits for the work and expect a spring or summer construction. As part of this, we hope to address a couple bad sections of May Street, specifically at May and Carpenter with asphalt. Later in the year, we anticipate construction in the Palmer Parking Lot and along Pine River Lane for water main upgrades. We had contact this week with the DNR about coordination for the Palmer work.

#### **C. COVID-19 Preparations**

At this point, there are two confirmed cases of COVID-19 in Michigan and both are in the metro Detroit area. I have been in communication with my colleagues in Boyne City and East Jordan and we have been sharing information received from the Health Department of Northwest Michigan. I have also been reviewing preparedness information from the Michigan Municipal League and the ICMA on what local governments should do to prepare their personnel and residents. Ultimately, the best advice is for good sanitation and hand washing and special vigilance for older residents. This is a good time to remind our residents that they can make utility payments over the phone or via the internet to avoid going out if they are unwell or at particular risk (or just want a convenient option). We do plan to move forward with Winterfest Activities at Mt. McSaubia this weekend. Obviously planning for other future events will depend on guidance we receive from health leaders going forward.

We do offer sick leave to our full-time and many of our part-time employees. We will continue monitoring our workforce to ensure essential public services are managed. At this point, I do not feel it is warranted to close buildings or reduce availability because our services are essential but I will keep apprised of recommendations from health professionals moving forward. I have attached a fact sheet from the CDC about the virus and would suggest you check out information available from the Michigan Municipal League by clicking [here](#).

We continually review our procedures, including cleaning practices, to ensure we are following the guidance of health professionals. As always, concerned residents should call if they need extra assistance

or have questions.

#### **D. Handicap Parking**

In the next couple of days, our staff are cleaning up and adding new signage around handicap parking spaces downtown. We also plan to add a handicap space in the Kusina lot near Antrim Street. This will leave us with one space in this lot, one behind Petals, two next to Charlevoix Fitness, four behind Central Drug, and two in the DeWitt lot along with two by the Marina. Each public lot downtown will have at least one space with a couple others in other locations. We anticipate at last two additional spots will be created in the Palmer Lot when construction is complete. The DDA Main Street is also working on a map that can be distributed to easily show handicap spaces and procedures for those with a sticker who can't find a space.

#### **ATTACHMENTS:**

- ▯ COVID-19 Fact Sheet

# What you need to know about coronavirus disease 2019 (COVID-19)

## What is coronavirus disease 2019 (COVID-19)?

Coronavirus disease 2019 (COVID-19) is a respiratory illness that can spread from person to person. The virus that causes COVID-19 is a novel coronavirus that was first identified during an investigation into an outbreak in Wuhan, China.

## Can people in the U.S. get COVID-19?

Yes. COVID-19 is spreading from person to person in parts of the United States. Risk of infection with COVID-19 is higher for people who are close contacts of someone known to have COVID-19, for example healthcare workers, or household members. Other people at higher risk for infection are those who live in or have recently been in an area with ongoing spread of COVID-19. Learn more about places with ongoing spread at <https://www.cdc.gov/coronavirus/2019-ncov/about/transmission.html#geographic>.

## Have there been cases of COVID-19 in the U.S.?

Yes. The first case of COVID-19 in the United States was reported on January 21, 2020. The current count of cases of COVID-19 in the United States is available on CDC's webpage at <https://www.cdc.gov/coronavirus/2019-ncov/cases-in-us.html>.

## How does COVID-19 spread?

The virus that causes COVID-19 probably emerged from an animal source, but is now spreading from person to person. The virus is thought to spread mainly between people who are in close contact with one another (within about 6 feet) through respiratory droplets produced when an infected person coughs or sneezes. It also may be possible that a person can get COVID-19 by touching a surface or object that has the virus on it and then touching their own mouth, nose, or possibly their eyes, but this is not thought to be the main way the virus spreads. Learn what is known about the spread of newly emerged coronaviruses at <https://www.cdc.gov/coronavirus/2019-ncov/about/transmission.html>.

## What are the symptoms of COVID-19?

Patients with COVID-19 have had mild to severe respiratory illness with symptoms of

- fever
- cough
- shortness of breath

## What are severe complications from this virus?

Some patients have pneumonia in both lungs, multi-organ failure and in some cases death.

## How can I help protect myself?

People can help protect themselves from respiratory illness with everyday preventive actions.

- Avoid close contact with people who are sick.
- Avoid touching your eyes, nose, and mouth with unwashed hands.
- Wash your hands often with soap and water for at least 20 seconds. Use an alcohol-based hand sanitizer that contains at least 60% alcohol if soap and water are not available.

## If you are sick, to keep from spreading respiratory illness to others, you should

- Stay home when you are sick.
- Cover your cough or sneeze with a tissue, then throw the tissue in the trash.
- Clean and disinfect frequently touched objects and surfaces.

## What should I do if I recently traveled from an area with ongoing spread of COVID-19?

If you have traveled from an affected area, there may be restrictions on your movements for up to 2 weeks. If you develop symptoms during that period (fever, cough, trouble breathing), seek medical advice. Call the office of your health care provider before you go, and tell them about your travel and your symptoms. They will give you instructions on how to get care without exposing other people to your illness. While sick, avoid contact with people, don't go out and delay any travel to reduce the possibility of spreading illness to others.

## Is there a vaccine?

There is currently no vaccine to protect against COVID-19. The best way to prevent infection is to take everyday preventive actions, like avoiding close contact with people who are sick and washing your hands often.

## Is there a treatment?

There is no specific antiviral treatment for COVID-19. People with COVID-19 can seek medical care to help relieve symptoms.

