

9AGENDA
CITY OF CHARLEVOIX CITY COUNCIL MEETING

Monday, June 2, 2014 - 7:00 p.m.
210 State Street, City Hall, Second Floor City Council Chambers, Charlevoix, Michigan

- I. **Invocation or Pledge of Allegiance**
- II. **Roll Call of Members Present**
- III. **Inquiry Regarding Possible Conflicts of Interest**
- IV. **Consent Agenda**
 - A. City Council Meeting Minutes – May 19, 2014 Regular Meeting PG 1-9
 - B. Accounts Payable Check Register & Payroll Check Register PG 10-22
 - C. Certificate of Appreciation – Jim Jinsky
 - D. Certificate of Appreciation – Larry Sullivan
 - E. Charlevoix County Community Foundation – Grant Presentation PG 23-24
- V. **Public Hearings**
 - A. Public Hearing on an Ordination to Establish City Code Regulating the Type of Acceptable and Prohibited Materials for Leaf/brush Pickup PG 25-29
- VI. **Reports**
- VII. **Requests, Petitions and Communications and Actions Thereon**
 - A. Charlevoix Public Library Annual Report PG 30-34
 - B. Presentation by Substance Abuse Free Environment (SAFE) for Tobacco Free Parks & Beaches PG 35
 - C. Consideration to Approve a Resolution Waiving Parking Fees at Ferry Beach Boat Launch for Lake Charlevoix Area Trout Tournament PG 36-39
 - D. Purchase of New Ambulance PG 40-41
 - E. Consideration to Support Grant Applications for Grand Traverse Band of Ottawa and Chippewa Indians Grant Applications PG 42
 - 1. Charlevoix Circle of Arts PG 43-48
 - 2. Northwest Academy PG 49-54
 - F. Consideration to Opt Out of PA 5 PG 55-58
 - G. Approval of an Outdoor Seating Area to Serve Food and Alcoholic Beverages for the Bridge Street Tap Room PG 59-64
 - H. Concession Agreement Approval PG 65-73
 - I. Consideration to Approve Invoice from MDC Contracting PG 74-77
 - J. Consideration to Approve Proposal from Rieth-Riley PG 78-79
- VIII. **Introduction and Initial Actions Relating to Ordinances or to Resolutions That Require Publication or Hearings Prior to Final or Further Action**
- IX. **Resolutions**
 - A. Consideration to Approve a Resolution Waiving Parking Fees at Ferry Beach Boat Launch for Lake Charlevoix Area Trout Tournament PG 39
 - B. Approval of an Outdoor Seating Area to Serve Food and Alcoholic Beverages for the Bridge Street Tap Room PG 64
- X. **Ordinances**
 - A. Ordination to Establish City Code Regulating the Type of Acceptable and Prohibited Materials for Leaf/brush Pickup PG 26-27
- XI. **Miscellaneous Business**
- XII. **Audience – Non-Agenda Input (written requests take precedent)**
- XIII. **Closed Session**
 - A. POLC Union Negotiations
- XIV. **Reconvene Meeting**
 - A. Consideration to Approve Police Officers Labor Council (POLC) Contract PG 80-149
- XVI. **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.

CITY OF CHARLEVOIX
REGULAR CITY COUNCIL MEETING MINUTES
Monday, May 19, 2014 – 7:00 p. m.
210 State Street, City Hall, Council Chambers, Charlevoix, MI

The meeting was called to order at 7:00 p.m. by Mayor Norman L. Carlson, Jr.

I. Pledge of Allegiance

II. Roll Call of Members Present

Mayor: Norman L. Carlson, Jr.
City Manager: Rob Straebel
City Clerk: Joyce Golding
Members Present: Councilmembers Peggy Brennan, Shane Cole, Lyle Gennett, Shirley Gibson, Leon Perron, and Jeff Porter

III. Inquiry Regarding Possible Conflicts of Interest

None.

IV. Consent Agenda

The following items were approved and filed:

- A. Approval of Minutes – May 5, 2014 Regular Meeting Minutes
- B. Accounts Payable Check Register – May 20, 2014
- C. ACH Payments – May 5, 2014 – May 12, 2014
- D. Payroll Check Register – May 9, 2014
- E. Payroll Transmittal – May 9, 2014

V. Public Hearings

A. Public Hearing: Discussion of Alternative Options for Dock A Expansion Project

City Manager Straebel provided a brief overview of the item: At the March 3 City Council meeting, Council voted to postpone a decision on the dock expansion for various reasons. With a fair amount of opposition to the full 159' 9" expansion to Dock A, Staff is submitting to City Council two other shorter dock expansion options that may be beneficial to the discussion.

Option A with 33' 3" of additional dockage is the least impactful from a visual standpoint but does very little to increase revenues to the City Marina. Option B with 96' 6" of additional dockage may be the best compromise between economic development and minimizing visual impacts to Round Lake. Option C with 159' 9" additional dockage has a fair amount of opposition because of the perceived intrusions on Round Lake view sheds; however, Option C does bring in over \$100,000 in marina revenues and would be an economic stimulus for the downtown area and greater Charlevoix. Option D would be to do nothing in regards to changing the Marina and would preserve the views of Round Lake.

Mayor Carlson opened the item to public comment at 7:05 p.m.

Dr. Marshall Cossman, a boat owner, expressed concern that any expansion would interfere with boat traffic. In his opinion, the view and access to Round Lake is most important.

Bob Christoff, who lives on Round Lake, stated that Round Lake is an important full service marina in northern Lake Michigan. Mr. Christoff believes that properly aligned, the use and expansion of the Marina could positively impact the entire community.

Jerry Puhl, representing Water and Air Team Charlevoix (W.A.T.C.H.), stated Round Lake is a very important part of "Charlevoix the Beautiful" and that W.A.T.C.H. is against the expansion.

Dr. James Stewart, who works in town, stated that the expansion will convert Round Lake into a parking lot. It is his opinion that large boats using the Marina do not provide an economic stimulus to the local shops and the expansion should not happen.

Kirby Dipert, downtown merchant, supports the expansion of the Marina and favors either Option C or B.

The Mayor closed the item to public comment at 7:19 p.m.

Councilmember Porter questioned the timing of this Public Hearing; he was under the impression that it would be held when more summer residents were in town. City Manager Straebel responded that at a March Council meeting, it was decided to hold the Public Hearing in May. Councilmember Brennan confirmed.

Councilmember Brennan polled her residents over the last three months, and the majority is in favor of the expansion. Option B is a good compromise and would benefit the entire City by increasing tourism. Councilmember Brennan advised Council that she has received two threats of recall if she voted for the Marina expansion and has also been intimidated with regards to the Fisherman's Island land swap resolution.

Mayor Carlson stated that he does not support a recall for any reason. In point of fact, Councilmembers cannot be recalled during their first and last six months of office. The Mayor suggested that if people don't like the way Council votes or acts, they should run for office to make a change. He stated that making threats against Councilmembers is uncalled for.

Councilmember Gibson reiterated her suggestion to look at the dock area where the Coast Guard boat had been moored. She stated that this area was never developed because the City thought the Coast Guard boat would return. City Manager Straebel indicated that the original direction from Council regarding the proposed expansion was to add additional 80 foot slips in the Marina. Councilmember Gibson recommended forming a committee to explore alternative expansion options.

Councilmembers Porter, Cole and Perron agreed with Councilmember Gibson's recommendation. Additionally, Councilmember Cole suggested that the Committee reconsider the "finger pier" option.

Councilmember Gennett stated that he would like to see a compromise regarding expanding the Marina.

Mayor Carlson summarized that forming a committee with the assistance of Harbormaster Evans may create additional ideas and options for the Marina. Committee members would include Harbormaster Evans, representation from the Keweenaw Star and Beaver Island Boat Company, Councilmembers Brennan and Cole, as well as other members. The committee's suggestions, with technical input from Jim Muschell of United Designs Associates, would be brought back to Council for further discussion. All Councilmembers agreed with this decision.

VI. Reports

Mayor Carlson called a Work Session for Council to tour the Disc Golf Course at Mt. McSauba on Wednesday, May 28, 2014 at 4:30 p.m.

City Manager Straebel reported that the Marina reservation system came back online May 16, 2014.

The repaving of State Street is scheduled to be completed by June 1, weather dependent.

City Manager Straebel presented two awards to Council from the Governor's Office: the Michigan Fitness Foundation for Promoting Active Communities award and the Outstanding Healthy Workplace award.

VII. Requests, Petitions and Communications and Actions Thereon

A. Approval of an RFP for a Downtown Market Study and a Community Economic Development Market Study

This winter the City of Charlevoix was approached by Mr. Doug DeVos regarding his desire to help fund economic development studies throughout the City. He requested that City staff put together a proposal for economic development projects that are currently in need of financing and prioritize said list. At the March 3, 2014 regular meeting, Council unanimously approved the list of priority projects and agreed to move forward with the top two projects first, that being a Downtown Market Study and an Industrial Park Market Study.

Through research of a number of regional, statewide, and national resources, City staff has prepared two RFPs: one for the Downtown Market Study and the other for a Community Economic Development Market Study. With Council's approval, Requests for Proposals (RFPs) will be put out to bid with a closing date of Monday, June 9, 2014 for both projects. A selection committee would then be formed and a bidder chosen. City Council has full rights to name the bidder for both projects.

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

Motion by Councilmember Brennan, second by Councilmember Gennett, to approve the Downtown Market Study and Community Economic Development Market Study RFPs.

Yeas: Gennett, Gibson, Perron, Porter, Brennan, Cole
Nays: None
Absent: None

B. Consideration of Charlevoix Area Chamber of Commerce Agreement

At the May 5, 2014 Council meeting, Steven Seely of the Charlevoix Area Chamber of Commerce (Chamber) reviewed the numerous ways the Chamber promotes and disseminates information regarding Charlevoix's industrial, commercial, educational, recreational, civic, and resort endeavors.

Councilmembers Gibson and Cole commented that Mr. Seely's report was very informative and showcased the Chamber's accountability.

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

Motion by Councilmember Gibson, second by Councilmember Cole, to authorize the Mayor and City Clerk to sign the three year agreement between the City of Charlevoix and Charlevoix Area Chamber of Commerce [in the amount of \$6,700 per year].

Yeas: Gennett, Gibson, Perron, Porter, Brennan, Cole
Nays: None
Absent: None

C. Consideration to Approve F.I.T. (Fun in Transit) Agreement with W.A.T.C.H.

City Staff has been working with Water and Air Team Charlevoix (W.A.T.C.H.) representatives regarding a free bike rental program. A total of 12 bikes will be gifted and distributed to three different locations (Marina, Airport and Revolution Bike) for the public's general use. All maintenance costs of the program will be paid by W.A.T.C.H. for 2014 and 2015. If the City chooses to continue the program in 2016, all program costs will be paid for by the City.

Bikes will be rented at no cost with a helmet and bicycle lock. A valid credit card will be required for deposit along with a signed waiver sheet. The program will run from Memorial Day to Labor Day. The City's insurance carrier has confirmed that we have full liability insurance for this program.

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

Motion by Councilmember Gennett, second by Councilmember Perron, to approve the F.I.T. (Fun in Transit) Agreement.

Yeas: Gennett, Gibson, Perron, Porter, Brennan, Cole
Nays: None
Absent: None

D. Donation of a Ground Power Unit (GPU) to the Airport

Nearly every jet aircraft arrival to Charlevoix is followed by a request for a Ground Power Unit (GPU). A GPU is a portable generator that allows jet aircraft to shut down their engines, which reduces noise while parking and assists during start up by circumventing the batteries. The Airport does not have a GPU. Last summer an aircraft owned by the DeVos family needed a GPU connection while waiting for passengers. When told that we were not able to honor their request, they offered to donate a GPU valued at \$18,000 to the Charlevoix Municipal Airport. Having the ability to offer a GPU would be a great enhancement to customer service as well as generating additional revenue.

This donation is in compliance with the City's current Donation Acceptance Policy.

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

Motion by Councilmember Cole, second by Councilmember Gibson, to accept the donation of a Ground Power Unit to the City of Charlevoix for use at Charlevoix Municipal Airport from Doug and Maria DeVos.

Yeas: Gennett, Gibson, Perron, Porter, Brennan, Cole
Nays: None
Absent: None

E. Discussion Regarding Sea Scout Ship 11 Use of Marina Slip

Tim May, Vice-chair of Sea Scout Ship 11, would like the City to consider waiving docking fees for the summer months for the 30-foot Saritana.

Harbormaster Evans confirmed that there should be plenty of docking space for this vessel in May and early June. There would also be sufficient docking space after Labor Day. The Sea Scouts program is consistent with Charlevoix's maritime values and has educational and character building benefits for Charlevoix youth. If Council chooses to waive docking fees, City staff will send a written request to the Michigan Waterways Commission seeking their permission that the fees be waived.

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

Motion by Councilmember Brennan, second by Councilmember Gennett, to approve free dockage for the Sea Scouts for the 2014 Boating Season when the Marina is not full, contingent upon approval from the DNR Waterways Commission.

Yeas: Gennett, Gibson, Perron, Porter, Brennan, Cole
Nays: None
Absent: None

F. Consideration of Tall Ship Peacemaker's Request for Free Dockage

Larry Clinton, Captain of the Peacemaker, has contacted the City seeking permission for the Peacemaker to make a port visit to Charlevoix from July 31 to August 4, 2014, docking at the end of A Dock. The vessel normally would be asked to pay \$184/day for its stay in Charlevoix. The Peacemaker is asking that the City waive its dock fees. If Council approves the request, the City and its downtown businesses would benefit from the people who would come to town to catch a rare view of the tall ship.

Councilmember Porter questioned whether tall ship dock fees have been waived in the past. Mayor Carlson responded that the City has waived fees in prior years, and tall ships are considered an economic stimulus to the downtown area.

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

Motion by Councilmember Brennan, second by Councilmember Perron, to approve free dockage for the Peacemaker from July 31 to August 4, 2014, contingent upon approval from the DNR Waterways Commission.

Yeas: Gennett, Gibson, Perron, Porter, Brennan, Cole
Nays: None
Absent: None

G. Consideration to Approve an Engagement Letter with NetSource One

For several years the City has used NetSource One for IT support and is satisfied with their services. Their charges are reasonable, they return phone calls quickly, they are familiar with our system, and they can troubleshoot many problems from their offices in Saginaw.

There is no current formal agreement regarding their services, so the City Manager requested an engagement letter be executed to better define services and charges. City Planner Spencer will be handling overall IT management for the City and will use NetSource One as a resource when complicated IT issues arise. The agreement has been fully reviewed by City Attorney Howard.

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

Motion by Councilmember Gibson, second by Councilmember Gennett, to approve the NetSource One Engagement letter dated April 30, 2014.

Yeas: Gennett, Gibson, Perron, Porter, Brennan, Cole
Nays: None
Absent: None

H. Consideration to Approve Financial Services Agreement with Robert W. Baird & Co.

The City needs to approve the Financial Services Agreement with Baird pertaining to the State Revolving Fund (SRF) Bonds for improvements to the Wastewater Treatment Plant. Baird will assist City Staff in the structure, timing, and terms for financing the required wastewater improvements. Baird is proposing to charge the City \$17,500 for their services. These charges will be rolled into the overall project costs and be paid with bond financing. The agreement has been fully reviewed by City Attorney Howard.

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

Motion by Councilmember Cole, second by Councilmember Brennan, to approve the Financial Advisory Services Agreement with Robert W. Baird & Co. Incorporated, dated May 7, 2014 [in the amount of \$17,500].

Yeas: Gennett, Gibson, Perron, Porter, Brennan, Cole
Nays: None
Absent: None

I. Consideration to Approve Category 3 of the State of Michigan Economic Vitality Incentive Program (EVIP)

Treasurer Zielinski stated that the Economic Vitality Incentive Program (EVIP) is required if municipalities want to receive their full allotment of Statutory State Revenue Sharing. For the City, this amounts to approximately \$20,000, or about \$6,600 per category.

The City has complied with Category 1 and Category 2 of the program for the State's 2013-14 fiscal year. Category 3 of the EVIP is due on June 1, 2014 and the State is requiring municipalities to submit a plan for reducing their unfunded accrued liabilities pertaining to pensions or other post-employment benefits, if any should exist.

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

Councilmember Porter asked why the actuarial valuation was from 2012 and Treasurer Zielinski replied that the valuation numbers lag by approximately six months.

Motion by Councilmember Perron, second by Councilmember Gibson, to approve the City's unfunded accrued liability plan for Category 3 of the Economic Vitality Incentive program (EVIP).

Yeas: Gennett, Gibson, Perron, Porter, Brennan, Cole
Nays: None
Absent: None

J. Temporary and Seasonal Business License Fees

In 1983, City Council adopted Resolution 83-6-4, which included Temporary and Seasonal Business License Fees. These fees were also a part of the recently adopted 2014-2015 City budget.

At the April 21, 2014 Council Meeting Councilmember Perron stated the business license fees were established over 30 years ago and questioned whether the fee structure should be changed. Treasurer Zielinski indicated that in 2013, eighteen permits were issued for a total of \$1,875. Clerk Golding was tasked to canvas surrounding municipalities to determine what fees they charge and make a comparison to the City fees.

Councilmember Brennan confirmed with the Boyne City Clerk that no fees are charged and none have been charged in the past in order to better promote the City of Boyne City. Councilmember Brennan stated that Boyne City is a prime example of a wonderful, welcoming city. Councilmember Gennett agreed with Councilmember Brennan's assessment of Boyne City.

Councilmember Porter expressed his concern regarding food trucks and agrees with Councilmember Perron that fees should be reviewed.

Mayor Carlson stated that a compromise could be made by eliminating some fees without affecting downtown businesses. General direction from Council was to consider removing the Street Performer and Auctioneer fees, and hold further discussion at a summer Council meeting when the agenda is light.

K. Consideration of Resolution on Proposed St. Mary's Cement and Fisherman's Island State Park Land Swap

At the May 5, 2014 City Council meeting Councilmember Gibson submitted a resolution for consideration. This resolution was placed on the May 19, 2014 City Council Agenda for discussion and possible action.

Councilmember Gibson read a statement supporting said resolution, summarizing that the majority of the community is not in favor of a land swap. She stated that citizens of the present are responsible for protecting State Parks for future generations and that she is concerned about the future of the Lake to Lake Trail. Councilmember Gibson stressed that the proposed park land swap is a local issue and it is up to all local elected officials to voice their opinion.

Councilmember Perron commented that previous generations worked very hard to make Fisherman's Island a State Park, and that we owe it them to preserve the park for future generations.

Mayor Carlson stated that St. Mary's presented a concept which was met with resistance. In turn, St. Mary's has hired two impartial facilitators and is forming a committee of unbiased interested citizens to discuss alternative options that may benefit all parties. Mayor Carlson indicated that voting on the resolution now would be voting on the concept as presented, which St. Mary's has already turned down because of citizen opposition.

Councilmember Gibson added that the resolution is not against St. Mary's, but for preserving the Park in its entirety.

Councilmember Brennan agreed with Mayor Carlson and stated that a decision in favor of or against the land swap before reading the final proposal from St. Mary's would be a decision made with emotion and not with facts. She believes that a decision now would be both premature and irresponsible.

Mayor Carlson opened the item to public comment.

Jerry Puhl asked Council to vote in favor of saving the Park in order to send a message to the DNR that Council is in support of preserving the Park.

Janine Gregory asked if an environmental impact study has been performed on the Park. Mayor Carlson responded that Ms. Gregory's question should be addressed to St. Mary's. The City has not done any studies because the Park is not on City property.

Bob Klein agrees that voting now is premature on both procedural and substantive grounds. He suggested deferring Council's position until a decision can be made that is supported by fact finding.

Dr. Marshall Cossman stated that it is better to be ahead of the situation and to let the State of Michigan know where the City stands on the issue. Taking a stand is being proactive.

Ann Zukowski supports Councilmember Gibson's resolution and Jerry Puhl's comments. Ms. Zukowski stated the DNR is understaffed and therefore relies heavily on public opinion. She also indicated she is against the idea of a committee because the outcome of a committee is always compromise.

Bill Jamnick asked for clarification regarding the committee being formed. Mr. Jamnick's opinion is that a committee would have no standing and to have Council wait for results of the committee would be a waste of time. He supports the resolution.

Lauren Carey is opposed to the land swap and appreciates the resolution because it is proactive. She stated that St. Mary's gain of the Park is not as significant as the citizens' loss of the Park. Ms. Carey also discussed the issue of the Park land being encumbered.

Laurie Engstrom Gaudio stated that now is the time to take a stand against the land swap.

Joanne Beemon discussed the fact that the park is encumbered and shared information regarding the Jean Klock Park in Benton Harbor. She is in support of the resolution.

Luther Kurtz stated he is in favor of ideas discussed at this meeting, but not in favor of the resolution. He would like to see if other options exist that might benefit everyone before stating an opinion. He would ask that Council wait on the resolution.

Ginnie Hayek would like to protect the park and one of Charlevoix's greatest assets.

Eleanor Sadowski likened the land swap to a storm and stated that it would be a total disaster.

Mayor closed the item to the audience.

Action by resolution.

VIII. Introduction and Initial Actions Relating to Ordinances or to Resolutions That Require Publication or Hearings Prior to Final or Further Action

A. Introduction of Ordinance to Amend the City Code, title VI, Chapter 65, Brush and Leaf Ordinance.

The Street Department and other City Staff have been experiencing problems with property owners and renters placing unacceptable items curbside, such as tree stumps, concrete, bricks and other materials. These items were never intended to be part of the brush and leaf pickup program; causes unnecessary blight and results in difficulties for the Street Department in completing timely pickup of acceptable materials, such as leaves and brush. This ordinance is necessary to clarify what is acceptable and not acceptable, and to provide the City a means of ticketing offenders in the event that communication and warnings do not work. Staff's goal would be to communicate with property owners using outreach and warnings before issuing tickets.

Public Works Superintendent Elliott spoke regarding challenges with curbside pickup of brush and leaves. The City's goal is not to fine residents who don't comply with the ordinance, but to educate them as to what is acceptable material. The ordinance will establish clear guidelines and promote greater efficiencies within the department.

Councilmember Porter questioned whether the public hearing should wait until summer residents returned to town. Superintendent Elliott responded that he prefers to enact the ordinance as soon as possible, so that Staff can begin educating the public by placing articles in the newspaper and information on the website.

Motion by Councilmember Brennan, second by Councilmember Cole, to set a public hearing regarding the Brush and Leaf Ordinance 765 of 2014 for June 2, 2014 at 7 p.m. in Council Chambers.

Yeas: Gennett, Gibson, Perron, Porter, Brennan, Cole
Nays: None
Absent: None

IX. Resolutions

A. Fisherman's Island State Park Resolution

Councilmember Porter reported that he has seen very little support for the land swap concept. He suggested that there could be another resolution down the road if an alternative concept was introduced and this could be forwarded to the DNR. Councilmember Porter was unaware of any committee meeting facilitators. Mayor Carlson explained that facilitators were discussed during the St. Mary's land swap concept presentation and Mayor Carlson understands that any conversations with the DNR will be on hold until the committee has concluded their meetings.

Councilmember Gennett indicated that Mr. Klein and Mr. Kurtz have valid points, and that he has a responsibility to know all the facts before voting on a resolution.

Councilmember Cole agreed with Councilmember Gennett and stated the resolution is based on speculation.

Councilmember Gibson said it is up to elected officials to take a stand on this issue and be proactive.

Councilmember Porter questioned whether the resolution could be modified to strike the last paragraph. The resolution remained unchanged.

Motion by Councilmember Perron, seconded by Councilmember Gibson, to approve the Fisherman's Island State Park Resolution, as follows:

**CITY OF CHARLEVOIX
RESOLUTION 2014-05-XX
FISHERMAN'S ISLAND STATE PARK RESOLUTION**

- WHEREAS,** the close proximity of Fisherman's Island State Park to the City of Charlevoix has long been an amenity to the residents, guests, and businesses of the City of Charlevoix; and
- WHEREAS,** the City of Charlevoix has shown their commitment to improving access to Fisherman's Island State Park by its leadership in the Charlevoix Lake to Lake Multi-Use Trail; and
- WHEREAS,** the City of Charlevoix has pledged to earmark over 40,000 of funds to the Charlevoix Lake to Lake Trail and this amount has been matched by Charlevoix Township; and
- WHEREAS,** the City Council supports keeping the Bells Bay link between the Charlevoix Lake to Lake Multi-use Trail and Fisherman's Island State Park; and
- WHEREAS,** the City Council wishes to maintain convenient access and to preserve the northern end of the Fisherman's Island State Park campground;
- NOW, THEREFORE, BE IT RESOLVED** that the City of Charlevoix City Council hereby supports the continued access of the Bells Bay county road and its access to Lake Michigan, Fisherman's Island State Park, the scenic road end overlook, and the woodland trails; and
- BE IT FURTHER RESOLVED** the City of Charlevoix City Council supports not swapping, trading or selling Fisherman's Island Parkland in Charlevoix Township for land in Norwood Township; and
- BE IT FURTHER RESOLVED** that we support keeping the 190 acres of state park forest and wildlife habitat within Charlevoix Township; and
- BE IT FURTHER RESOLVED** that the City of Charlevoix City Council hereby encourages St. Mary's Cement to abandon its efforts to apply to the Michigan Department of Natural Resources to gain possession of Bells Bay Road and 190 acres of Fisherman's Island State Park land in Charlevoix County.

Resolution was not adopted, as per the following yeas and nays vote:

Yeas: Gibson, Perron, Porter
Nays: Gennett, Brennan, Cole
Absent: Noire
TIE VOTE.

Mayor Carlson: Nay.
Motion fails.

X. Ordinances
None.

XI. Miscellaneous Business
Councilmember Cole asked if Stafford's come forward with any information regarding the downtown Bistro. City Manager Straebel replied that the City is working with Stafford's to lease the old Edgewater Bistro.

XII. Audience - Non-agenda Input (written requests take precedent)
None.

XIII. Adjourn

The Mayor stated if there were no objections, the meeting would adjourn.
 There were no objections.
 Meeting adjourned at 9:17 p.m.

Joyce M. Golding City Clerk Norman L. Carlson, Jr. Mayor

		Accounts Payable – 05/20/2014	
ACE HARDWARE	2,029.51	JONES, ROBERT F.	60.00
AMERICAN WASTE INC.	2,109.60	KEIE, JAMES	100.00
APEX SOFTWARE	215.00	KORTHASE FLINN	464.12
ARROW UNIFORM-TAYLOR L.L.C.	1,179.58	KSS ENTERPRISES	742.69
ASPLUNDH TREE EXPERT CO	8,799.75	LAKESHORE TIRE & AUTO SERVICE	163.00
AT&T	475.66	LAVOIE, RICHARD	12.34
AVFUEL CORPORATION	17,916.19	MARQUARDT, RANDY IRWIN	25.00
B & L SOUND INC	95.96	MCDONALDS	400.00
BEAVER RESEARCH COMPANY	1,027.51	MDC CONTRACTING LLC	11,111.30
BLACKBURN MFG. CO.	65.97	MDC CONTRACTING LLC	52,997.38
BLARNEY CASTLE OIL CO	1,184.04	MICH BOATING INDUSTRIES ASSOC.	295.00
BLUE EARTH LABS LLC	538.75	MICHIGAN MUNICIPAL LEAGUE	1,843.00
BOB MATHERS FORD	28.00	MICHIGAN OFFICEWAYS INC	1,362.83
BRACE TWINE	97.99	MID STATES BOLT & SCREW CO	91.31
BRADFORD'S	71.50	NETSOURCE ONE INC.	3,843.00
BS&A SOFTWARE	1,630.00	NORTHERN CREDIT BUREAU	332.34
BULBS.COM	149.94	NORTHERN MICHIGAN HARDWOODS	1,828.25
CAPITAL TIRE INC.	2,825.16	NORTHERN MICHIGAN REVIEW INC.	503.93
CARQUEST OF CHARLEVOIX	1,213.70	NORTHERN PUMP SERVICE INC.	370.00
CHARLEVOIX AGENCY	749.70	NORTHERN SAFETY CO INC	499.79
CHARLEVOIX SEWER & DRAIN	75.00	OLESON'S FOOD STORES	11.18
CHARTER COMMUNICATIONS	1,294.22	OTEC	101.66
CITY OF CHARLEVOIX - PETTY CASH.	305.00	PERFORMANCE ENGINEERS INC	11,152.75
CITY OF CHARLEVOIX - UTILITIES	32,922.48	PLUNKETT & COONEY	460.00
CIVIC SYSTEMS	4,125.00	POLLARDWATER.COM - EAST	79.33
CNA SURETY	50.00	POLLUTION CONTROL SERVICES INC	1,293.75
CTL SYSTEMS	95.09	POLYDYNE INC	379.50
DJE ENERGY	675.98	POWER LINE SUPPLY	1,715.46
EI USA INC.	12,250.15	PRESTON FEATHER	76.15
ETNA SUPPLY	174.36	PRO WEB MARKETING LLC	300.00
FAMILY FARM & HOME	499.01	PURROLL EQUIPMENT COMPANY LLC	283.65
FASTENAL COMPANY	42.79	QUICK CARE MEDICAL CENTER	80.00
FERGUSON & CHAMBERLAIN	514.00	REHMANN-ROBSON & CO	9,400.00
FISHER SCIENTIFIC	1,135.62	RELIABLE OFFICE SUPPLIES	216.16
FORE-EVER-MARKED INC.	185.40	SPARTAN DISTRIBUTORS INC	671.87
GARAGE DOOR SERVICES INC.	685.17	STATE OF MICHIGAN	442.17
GCSAA	365.00	STATE OF MICHIGAN	600.00
GINOP SALES INC	14.46	STATE OF MICHIGAN	200.00
GRAINGER	94.00	STEVENS, BRANDON	12.99
GREAT LAKES ENERGY	4,665.00	SYSTEMS SPECIALISTS INC	800.00
GRIFFIN BEVERAGE CO	229.30	TRUCK & TRAILER SPECIALTIES	669.78
GRULER'S FARM SUPPLY INC	545.99	U S BANK	150.00
HARRELL'S	1,200.00	UP NORTH PROPERTY SERVICES LLC	805.00
HOLIDAY COMPANIES	138.83	USA MOBILITY WIRELESS INC.	9.99
HYDRO DESIGNS INC.	515.00	WARNER, JANINE	249.71
IDEXX DISTRIBUTION INC.	1,198.86	WITTHOEFT, MARVIN	100.00
INDEPENDENT DRAFTING SERVICES	1,312.00	WORK & PLAY SHOP	2,593.43
INTELLIGENT PRODUCTS INC	1,586.75	YP	195.96
INTERMARK	287.64	ZEDNICEK, MIKE	75.00
JACK DOHENY SUPPLIES INC	1,660.62		
JACOBSON/MICHIGAN	35,887.00	TOTAL	257,304.00

		ACH Payments – 05/05/2014 – 05/12/2014	
MI PUBLIC POWER AGENCY	39,717.11	IRS (PAYROLL TAX DEPOSIT)	33,730.33
STATE OF MI (SALES TAX)	19,542.77	ALERUS FINANCIAL (HCSP)	280.00

IRS (PAYROLL TAX DEPOSIT)	32,148.71	VANTAGEPOINT (457 ICMA PLAN)	12,238.80
ALERUS FINANCIAL (HCSP)	280.00	MICHIGAN PUBLIC POWER AGENCY	23,264.38
STATE OF MI (WITHHOLDING TAX)	4,571.99		
VANTAGEPOINT(401 ICMA PLAN)	728.06	TOTAL	132,491.82

PAYROLL: NET PAY

Pay Period Ending 05/03/2014 – Paid 05/09/2014

WELLER, LINDA JO	1,339.67	DORAN, JUSTIN J.	1,596.91
STRAEBEL, ROBERT J.	2,496.76	BISHAW, JAMES H.	652.73
GOLDING, JOYCE M.	1,020.25	MANKER JR, DAVID W.	542.22
DEROSIA, PATRICIA E.	855.59	MANKER SR, DAVID W.	700.76
LOY, EVELYN R.	997.09	BECKER, MICHAEL S.	594.16
KLOOSTER, ALIDA K.	1,605.30	COLE, STEVEN D.	527.60
BROWN, STEPHANIE C.	1,085.99	NICHOLS, RUSSELL N.	289.81
SPENCER, MICHAEL D.	1,817.76	HAWKINS, JAMES S.	179.27
SPENCLEY, PATRICIA L.	1,019.84	MCGHEE, ROBERT R.	1,092.66
NASH, JENNIFER B.	524.37	WILKIN, AMANDA J.	882.26
PANOFF, ZACHARY R.	743.98	STEBE, LAURA A.	14.93
MILLER, FAITH G.	21.54	RAMSEY, MADISON L.	407.63
PEARSON, BETHANY S.	1,224.96	HEID, THOMAS J.	1,248.98
ZIELINSKI, JOSEPH A.	1,706.40	STEIN, DONNA E.	84.45
LEESE, MERRI C.	433.02	CURTIS, DENNIS E.	849.15
IVAN, PAUL M.	1,664.75	BOOTHE, STEVEN A.	39.24
SCHWARTZFISHER, JOSEPH L.	753.15	GRUNCH, RONALD J.	45.62
ROLOFF, ROBERT P.	1,228.43	DURRENBERGER, LARRY J	135.58
RILEY, DENISE M.	347.06	DAVIS, RONALD L.	144.35
TEUNIS, STEVEN L.	1,772.79	GILL, DAVID R.	905.29
WURST, RANDALL W.	1,261.50	TODD, RICHARD D.	546.25
HILLING, NICHOLAS A.	1,336.55	WOODY, SCOTT R.	1,523.84
MEIER III, CHARLES A.	1,321.52	VAN LOO, JOSEPH G.	267.14
ZACHARIAS, STEVEN B.	1,107.61	SEAMAN, HEATHER K.	841.78
NISWANDER, JOSEPH F.	1,262.08	TABER, HOLLY S.	514.00
FRYE, EDWARD J.	936.79	CROET, JAMES E.	184.06
JONES, TERRI L.	931.39	WYMAN, MATTHEW A.	752.44
SWEM, DONALD L.	1,628.64	DRAVES, MICHAEL J.	399.59
EATON, BRAD A.	1,936.39	SCHRADER, LOU ANN	313.79
WILSON, TIMOTHY J.	2,305.91	KLOOSTER, SUSAN E.	21.36
LAVOIE, RICHARD L.	1,287.96	AMSTUTZ, LINDA J.	88.66
STEVENS, BRANDON C.	1,386.19	DOAN, GERARD P.	1,187.84
WHITLEY, ANDREW T.	1,235.14	SHRIFT, PETER R.	1,251.03
DRAVES, MARTIN J.	1,698.94	SCHLAPPI, JAMES L.	986.09
ELLIOTT, PATRICK M.	1,695.93	UMJULIS, MATTHEW T.	1,449.77
MORRISON, KEVIN P.	1,075.45	HANKINS, SCOTT A.	1,472.40
HODGE, MICHAEL J.	1,293.58	ORBAN, BARBARA K.	1,595.05
WELLS JR., DONALD E.	1,611.87	TRAEGER, JASON A.	1,364.28
BRADLEY, KELLY R.	1,513.47	WARNER, JANINE M.	1,167.28
WILSON, RICHARD J.	1,105.08	EVANS JR, HALBERT K.	282.92
HART II, DELBERT W.	785.77	BRODIN, WILLIAM C.	1,260.56
JOHNSON, STEVEN P.	1,061.66	MAYER, SHELLEY L.	1,334.00
JONES, ROBERT F.	1,074.38	TOTAL	83,250.23

PAYROLL: TRANSMITTAL
 05/09/2014

AMERICAN FAMILY LIFE	182.40	COMMUNICATION WORKERS OF AMER	518.93
AMERICAN FAMILY LIFE	269.17	MI STATE DISBURSEMENT UNIT	596.19
BAY WINDS FEDERAL CREDIT UNION	110.00	NORTHWESTERN BANK	150.00
CHAR EM UNITED WAY	87.04	POLICE OFFICERS LABOR COUNCIL	382.00
CHARLEVOIX STATE BANK	1,041.16	PRIORITY HEALTH	1,052.77
CHARLEVOIX STATE BANK	345.05	TOTAL	4,734.71

Pay Period Date	Check Issue Date	Check Number	Payee	Emp ID	Description	Amount
05/17/2014	05/23/2014	109736	AMERICAN FAMILY LIFE	9011	AMERICAN FAMILY LIFE-POST	162.40
05/17/2014	05/23/2014	109736	AMERICAN FAMILY LIFE	9011	AMERICAN FAMILY LIFE-PRETA	269.17
05/17/2014	05/23/2014	109737	BAY WINDS FEDERAL C	9024	HSA-EMPLOYEE CONTRIB-BAY	110.00
05/17/2014	05/23/2014	109738	CHAR EM UNITED WAY	9009	UNITED WAY Pay Period: 5/17/2	62.04
05/17/2014	05/23/2014	109739	CHARLEVOIX STATE BA	9017	HSA - EMPLOYEE CONTRIB - C	1,041.16
05/17/2014	05/23/2014	109740	COMMUNICATION WORK	9004	CWA UNION DUES Pay Period:	518.93
05/17/2014	05/23/2014	109741	MI STATE DISBURSEME	9012	FRIEND OF THE COURT Pay P	546.29
05/17/2014	05/23/2014	109742	NORTHWESTERN BANK	9018	HSA - EMPLOYEE CONTRIB - N	150.00
05/17/2014	05/23/2014	109743	PRIORITY HEALTH	392358	PRIORITY HEALTH Pay Period:	1,052.77
05/17/2014	05/23/2014	109744	TENHOUTEN RINGSTRO	9019	GARNISHMENT PER 90TH DIST	29.48
Grand Totals:		10				3,982.24

Summary of Check Registers & ACH Payments

FIRSTMERIT BANK - CHECKS ISSUED

05/23/14 Payroll	\$	93,572.04
05/23/14 Payroll Transmittal Checks	\$	3,982.24
05/27/14 Special Accounts Payable Run	\$	55,579.32
06/03/14 Regular Accounts Payable	\$	297,713.14

Checks Sub-Total: \$ 450,846.74

FIRSTMERIT BANK - ACH PAYMENTS

05/16/14 Payment Service Network	\$	764.00
05/19/14 MI Public Power Agency	\$	17,396.64
05/23/14 IRS (Payroll Tax Deposit)	\$	34,463.75
05/23/14 Alerus Financial (HCSP)	\$	280.00
05/23/14 State of MI (Withholding Tax)	\$	5,014.68
05/23/14 Vantagepoint (401 ICMA Plan)	\$	728.06
05/23/14 Vantagepoint (457 ICMA Plan)	\$	12,266.48
05/23/14 MERS (Defined Benefit Plan)	\$	25,798.24
05/27/14 MI Public Power Agency	\$	322,991.35

ACH Sub-Total: \$ 419,703.20

First Merit Bank Total: \$ 870,549.94

CHARLEVOIX STATE BANK - CHECKS ISSUED

(PROPERTY TAX DISBURSEMENT TO VARIOUS TAXING AUTHORITIES)

06/03/14 Tax Disbursement	\$	-
---------------------------	----	---

Charlevoix State Bank Total: \$ -

Grand Total: \$ 870,549.94

APPROVED:


CITY MANAGER


CITY TREASURER


CITY CLERK

Pay Period Date	Journal Code	Check Issue Date	Check Number	Payee	Emp ID	Description	Amount
05/17/2014	PC	05/23/2014	17514	WELLER, LINDA JO	101		1,339.67
05/17/2014	PC	05/23/2014	17515	STRAEBEL, ROBERT J.	102		2,186.47
05/17/2014	PC	05/23/2014	17516	GOLDING, JOYCE M.	106		1,020.25
05/17/2014	PC	05/23/2014	17517	LOY, EVELYN R.	117		997.09
05/17/2014	PC	05/23/2014	17518	KLOOSTER, ALIDA K.	121		1,377.23
05/17/2014	PC	05/23/2014	17519	BROWN, STEPHANIE C.	126		1,283.20
05/17/2014	PC	05/23/2014	17520	SPENCER, MICHAEL D.	132		1,589.69
05/17/2014	PC	05/23/2014	17521	SPENCLEY, PATRICIA L.	136		1,010.17
05/17/2014	PC	05/23/2014	17522	PANOFF, ZACHARY R.	141		820.00
05/17/2014	PC	05/23/2014	17523	PEARSON, BETHANY S.	143		1,224.96
05/17/2014	PC	05/23/2014	17524	ZIELINSKI, JOSEPH A.	144		1,706.40
05/17/2014	PC	05/23/2014	17525	LEESE, MERRI C.	145		244.40
05/17/2014	PC	05/23/2014	17526	DOAN, GERARD P.	201		1,187.84
05/17/2014	PC	05/23/2014	17527	SHRIFT, PETER R.	203		1,180.96
05/17/2014	PC	05/23/2014	17528	SCHLAPPI, JAMES L.	204		1,005.20
05/17/2014	PC	05/23/2014	17529	UMULIS, MATTHEW T.	205		1,310.09
05/17/2014	PC	05/23/2014	17530	HANKINS, SCOTT A.	208		1,446.66
05/17/2014	PC	05/23/2014	17531	ORBAN, BARBARA K.	209		1,244.31
05/17/2014	PC	05/23/2014	17532	TRAEGER, JASON A.	210		1,327.91
05/17/2014	PC	05/23/2014	17533	WARNER, JANINE M.	213		939.22
05/17/2014	PC	05/23/2014	17534	EVANS JR, HALBERT K.	214		1,424.26
05/17/2014	PC	05/23/2014	17535	BRANDI, MAURA E.	236		233.52
05/17/2014	PC	05/23/2014	17536	IVAN, PAUL M.	301		1,366.71
05/17/2014	PC	05/23/2014	17537	SCHWARTZFISHER, JOS	303		1,215.64
05/17/2014	PC	05/23/2014	17538	ROLOFF, ROBERT P.	304		2,276.58
05/17/2014	PC	05/23/2014	17539	BRODIN, WILLIAM C.	305		1,080.77
05/17/2014	PC	05/23/2014	17540	RILEY, DENISE M.	306		343.18
05/17/2014	PC	05/23/2014	17541	TEUNIS, STEVEN L.	402		1,772.79
05/17/2014	PC	05/23/2014	17542	WURST, RANDALL W.	411		1,611.17
05/17/2014	PC	05/23/2014	17543	MAYER, SHELLEY L.	412		1,244.76
05/17/2014	PC	05/23/2014	17544	HILLING, NICHOLAS A.	413		1,114.64
05/17/2014	PC	05/23/2014	17545	MEIER III, CHARLES A.	421		1,303.22
05/17/2014	PC	05/23/2014	17546	ZACHARIAS, STEVEN B.	422		1,437.60
05/17/2014	PC	05/23/2014	17547	NISWANDER, JOSEPH F.	504		1,255.82
05/17/2014	PC	05/23/2014	17548	FRYE, EDWARD J.	508		936.79
05/17/2014	PC	05/23/2014	17549	JONES, TERRI L.	511		941.05
05/17/2014	PC	05/23/2014	17550	EATON, BRAD A.	515		1,888.57
05/17/2014	PC	05/23/2014	17551	WILSON, TIMOTHY J.	516		1,990.58
05/17/2014	PC	05/23/2014	17552	LAVOIE, RICHARD L.	519		1,471.04
05/17/2014	PC	05/23/2014	17553	STEVENS, BRANDON C.	521		1,259.87
05/17/2014	PC	05/23/2014	17554	DRAVES, MARTIN J.	523		1,851.45
05/17/2014	PC	05/23/2014	17555	ELLIOTT, PATRICK M.	600		1,695.94
05/17/2014	PC	05/23/2014	17556	WELLS JR., DONALD E.	609		1,331.83
05/17/2014	PC	05/23/2014	17557	BRADLEY, KELLY R.	614		1,299.44
05/17/2014	PC	05/23/2014	17558	WILSON, RICHARD J.	615		1,076.54
05/17/2014	PC	05/23/2014	17559	HART II, DELBERT W.	616		494.07
05/17/2014	PC	05/23/2014	17560	JONES, ROBERT F.	618		1,218.73
05/17/2014	PC	05/23/2014	17561	DORAN, JUSTIN J.	621		1,232.32
05/17/2014	PC	05/23/2014	17562	MANKER JR, DAVID W.	638		463.84
05/17/2014	PC	05/23/2014	17563	MANKER SR, DAVID W.	639		638.28
05/17/2014	PC	05/23/2014	17564	BECKER, MICHAEL S.	641		609.38
05/17/2014	PC	05/23/2014	17565	SHEPARD, ZACHARY N.	656		536.38
05/17/2014	PC	05/23/2014	17566	NICHOLS, RUSSELL N.	661		550.17
05/17/2014	PC	05/23/2014	17567	HAWKINS, JAMES S.	662		440.08
05/17/2014	PC	05/23/2014	17568	MCGHEE, ROBERT R.	663		1,092.66
05/17/2014	PC	05/23/2014	17569	STANTS, JACOB W.	664		573.54
05/17/2014	PC	05/23/2014	17570	BLOOMER, GABRIELLE J.	665		476.98

Pay Period Date	Journal Code	Check Issue Date	Check Number	Payee	Emp ID	Description	Amount
05/17/2014	PC	05/23/2014	17571	WILKIN, AMANDA J.	700		776.98
05/17/2014	PC	05/23/2014	17572	KLOOSTER, SUSAN E.	702		44.07
05/17/2014	PC	05/23/2014	17573	STEBE, LAURA A.	703		70.89
05/17/2014	PC	05/23/2014	17574	AMSTUTZ, LINDA J.	706		113.59
05/17/2014	PC	05/23/2014	17575	RAMSEY, MADISON L.	752		68.71
05/17/2014	PC	05/23/2014	17576	HEID, THOMAS J	802		1,248.98
05/17/2014	PC	05/23/2014	17577	WESCOTT, DENNIS M.	828		177.93
05/17/2014	PC	05/23/2014	17578	STEIN, DONNA E.	830		131.86
05/17/2014	PC	05/23/2014	17579	DURRENBERGER, LARR	846		262.61
05/17/2014	PC	05/23/2014	17580	MACLEOD, SAMUEL R.	857		169.64
05/17/2014	PC	05/23/2014	17581	WOODY, SCOTT R.	900		1,523.84
05/17/2014	PC	05/23/2014	17582	VANLOO, JOSEPH G.	902		435.00
05/17/2014	PC	05/23/2014	17583	SEAMAN,HEATHER K.	913		895.00
05/17/2014	PC	05/23/2014	17584	TABER, HOLLY S.	924		452.59
05/17/2014	PC	05/23/2014	17585	CROFT, JAMES E.	926		90.04
05/17/2014	PC	05/23/2014	17586	WYMAN, MATTHEW A.	927		770.02
05/17/2014	PC	05/23/2014	17587	SCHRADER, LOU ANN	929		345.51
05/17/2014	PC	05/23/2014	17588	FUNKEY, KRAIG R.	1034		124.67
05/17/2014	PC	05/23/2014	17589	RILEY, TIMOTHY C.	1045		180.14
05/17/2014	PC	05/23/2014	17590	RAMSEY, KYLE J.	1051		78.93
05/17/2014	PC	05/23/2014	17591	RILEY, CASEY W.	1052		69.26
05/17/2014	PC	05/23/2014	17592	THORMAN, MIKAYLA R.	1055		163.24
05/17/2014	PC	05/23/2014	17593	JONES, LARRY M.	1057		511.47
05/17/2014	PC	05/23/2014	17594	OCHS, THOMAS F	1068		55.41
05/17/2014	PC	05/23/2014	17595	TRAVERS, MANUEL J.	1071		206.15
05/17/2014	PC	05/23/2014	17596	SILVA, JESSE L.	1073		142.72
05/17/2014	PC	05/23/2014	17597	COLLINS, CHAD M.	1076		408.07
05/17/2014	PC	05/23/2014	17598	RILEY, DANIEL A.	1079		720.17
05/17/2014	PC	05/23/2014	17599	WHITLEY, ADAM	1089		42.56
05/17/2014	PC	05/23/2014	17600	SCHOOOF, WILLIAM R.	1094		519.22
05/17/2014	PC	05/23/2014	17601	DROST, PATRICIA A.	2002		72.50
05/17/2014	PC	05/23/2014	17602	CARLSON, JOANNE E.	2007		72.50
05/17/2014	PC	05/23/2014	17603	COLT, JUDITH C.	2018		60.00
05/17/2014	PC	05/23/2014	17604	BROWN, MELINA M.	2024		80.00
05/17/2014	PC	05/23/2014	109701	DEROSIA, PATRICIA E.	107		855.59
05/17/2014	PC	05/23/2014	109702	KLOOSTER, PATRICK H.	216		172.12
05/17/2014	PC	05/23/2014	109703	GREYERBIEHL, KELLY M.	260		274.19
05/17/2014	PC	05/23/2014	109704	SWEM, DONALD L.	512		1,628.63
05/17/2014	PC	05/23/2014	109705	WHITLEY, ANDREW T.	522		1,470.80
05/17/2014	PC	05/23/2014	109706	MORRISON, KEVIN P.	601		963.55
05/17/2014	PC	05/23/2014	109707	HODGE, MICHAEL J.	606		1,065.51
05/17/2014	PC	05/23/2014	109708	JOHNSON, STEVEN P.	617		1,195.56
05/17/2014	PC	05/23/2014	109709	BISHAW, JAMES H.	633		624.73
05/17/2014	PC	05/23/2014	109710	NEUMANN, DANA L.	640		521.30
05/17/2014	PC	05/23/2014	109711	COLE, STEVEN D.	657		527.60
05/17/2014	PC	05/23/2014	109712	CURTIS, DENNIS E.	831		874.73
05/17/2014	PC	05/23/2014	109713	BOOTHE, STEVEN A.	832		201.25
05/17/2014	PC	05/23/2014	109714	GRUNCH, RONALD J.	844		191.61
05/17/2014	PC	05/23/2014	109715	DAVIS, RONALD L.	853		116.74
05/17/2014	PC	05/23/2014	109716	GILL, DAVID R.	856		905.29
05/17/2014	PC	05/23/2014	109717	TODD, RICHARD D.	859		556.80
05/17/2014	PC	05/23/2014	109718	DRAVES, MICHAEL J.	928		514.71
05/17/2014	PC	05/23/2014	109719	STEVENS, JEFFREY W.	1028		483.95
05/17/2014	PC	05/23/2014	109720	ROLOFF, AUDREY M.	1037		858.41
05/17/2014	PC	05/23/2014	109721	MATTER, DAWSON K.	1038		895.12
05/17/2014	PC	05/23/2014	109722	MARSH JR., JAMES D.	1043		62.79
05/17/2014	PC	05/23/2014	109723	SCOTT JR., WINFIELD	1072		26.42

Pay Period Date	Journal Code	Check Issue Date	Check Number	Payee	Emp ID	Description	Amount
05/17/2014	PC	05/23/2014	109724	BERGMANN, DOUGLAS	1087		66.07
05/17/2014	PC	05/23/2014	109725	BRENNAN, PEGGY L.	2000		181.13
05/17/2014	PC	05/23/2014	109726	RUDOLPH, JOELLEN B.	2008		152.50
05/17/2014	PC	05/23/2014	109727	VON HELLENS, BENNIE L	2009		72.50
05/17/2014	PC	05/23/2014	109728	LEFT, LILLIAN M.	2010		152.50
05/17/2014	PC	05/23/2014	109729	BUDAY, JOAN E.	2011		160.13
05/17/2014	PC	05/23/2014	109730	STEPHAN, MARY ANN	2012		30.00
05/17/2014	PC	05/23/2014	109731	CAMPBELL, KAREN L.	2013		72.50
05/17/2014	PC	05/23/2014	109732	LEWIS, LOIS E.	2014		80.00
05/17/2014	PC	05/23/2014	109733	PICOTTE, DIANE M.	2016		181.13
05/17/2014	PC	05/23/2014	109734	DOAN, CECELIA E.	2017		80.00
05/17/2014	PC	05/23/2014	109735	HILLIGAN, LOUISE E.	2027		80.00
Grand Totals:			<u>126</u>				<u>93,572.04</u>

Report Criteria:

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

Check Number	Payee	Amount
05/23/2014		
109745	AT&T	401.26
109746	AT&T MOBILITY	72.22
109747	CHARLEVOIX STATE BANK	3,699.20
109748	DELTA DENTAL	4,514.90
109749	GREAT LAKES ENERGY	303.95
109750	PRIORITY HEALTH	44,621.11
109751	STANDARD INSURANCE CO	1,380.67
109752	VERIZON WIRELESS	56.74
109753	VISION SERVICE PLAN	529.27
Total 05/23/2014:		55,579.32
Grand Totals:		55,579.32

Check Number	Payee	Amount
06/03/2014		
109755	A.M. LEONARD INC.	254.95
109756	AIRGAS USA LLC	155.48
109757	AMERICAN WASTE INC.	145.00
109758	ANYBATTERY INC.	392.16
109759	ARBOR DAY FOUNDATION	10.00
109760	ARCHAMBAULT, JON	400.00
109761	ASPLUNDH TREE EXPERT CO	1,852.20
109762	AT YOUR SERVICE PLUS INC	90.20
109763	AUTO VALUE	1,516.19
109764	AVFUEL CORPORATION	31,288.61
109765	B & L SOUND INC	178.95
109766	BATTERY TECH STORE	122.75
109767	BC/BS OF MI REFUNDS	361.43
109768	BLUETARP FINANCIAL	163.48
109769	CHARLEVOIX COTTAGE CARE INC.	120.00
109770	CHARLEVOIX TOWNSHIP	300.00
109771	CINTAS CORPORATION	108.07
109772	COAST TO COAST COMPUTER	280.00
109773	DCASSESSING SERVICES	4,291.92
109774	DELL MARKETING L P	3,211.03
109775	DeROSIA, PATTY	41.00
109776	DOAN, GERARD	300.91
109777	DRAGON WAGON LLC	1,000.00
109778	DULTMEIER SALES	193.54
109779	EATON CORPORATION	792.00
109780	EJ USA INC.	5,567.04
109781	ELLIOTT, PATRICK M.	41.00
109782	ELLSWORTH FARMER'S EXCHANGE	85.00
109783	EMERGENCY MEDICAL PRODUCTS I	81.70
109784	ENERCO CORPORATION	58.89
109785	ETNA SUPPLY	4,059.52
109786	EVANS, HAL	41.00
109787	FERGUSON ENTERPRISES #2000	1,150.07
109788	FISHER SCIENTIFIC	161.73
109789	GBS INC.	35.76
109790	GINOP SALES INC	45.96
109791	GORDON FOOD SERVICE	222.36
109792	GRAINGER	70.95
109793	GRAND TRAVERSE GARAGE DOOR	155.00
109794	GRP ENGINEERING INC.	772.54
109795	HACH COMPANY	1,141.70
109796	HAGGARD'S INC	1,106.25
109797	HANKINS, SCOTT	41.00
109798	HARDY DIAGNOSTICS	171.16
109799	HARRELL'S	3,547.00
109800	HEID, THOMAS J.	41.00
109801	HOLIDAY COMPANIES	9,526.22
109802	HOWLAND, JEFFERY H.	1,100.00

Check Number	Payee	Amount
109803	HYDE SERVICES LLC	28.68
109804	INDEPENDENT DRAFTING SERVICES	992.00
109805	IVAN, PAUL	41.00
109806	JACK DOHENY SUPPLIES INC	193.99
109807	KENDALL ELECTRIC INC.	113.31
109808	KORTHASE FLINN	25.50
109809	KSS ENTERPRISES	170.12
109810	LAKESHORE TIRE & AUTO SERVICE	116.00
109811	LAVOIE, RICHARD	8.47
109812	LINDSAY LOU MUSIC LLC	1,000.00
109813	LORMAN EDUCATION SERVICES	508.00
109814	MANAGEMENT AND BEHAVIOR	267.50
109815	MICHIGAN ELECTION RESOURCES	19.25
109816	MICHIGAN MUNICIPAL ELECTRIC	30.00
109817	MITCHELL GRAPHICS INC.	289.00
109818	NORTH COAST FASTENERS LLC	98.00
109819	NORTHERN FIRE & SAFETY INC.	300.00
109820	NORTHERN LAKES	3,500.00
109821	NORTHERN MICHIGAN JANITORIAL	114.70
109822	NORTHERN PUMP SERVICE INC.	4,716.93
109823	NORTHERN SAFETY CO INC	416.23
109824	OLD DOMINION BRUSH	895.84
109825	OMS COMPLIANCE SERVICES INC	123.75
109826	ORBAN, BARBARA	80.00
109827	PARASTAR INC.	935.60
109828	PARR, PHILIP	500.00
109829	PEARSON, BETHANY	1,394.40
109830	PERFORMANCE ENGINEERS INC	220.00
109831	PETOSKEY BAND BOOSTERS	1,000.00
109832	POLLARDWATER.COM - EAST	215.25
109833	POLLUTION CONTROL SERVICES INC	16,984.75
109834	POWER LINE SUPPLY	4,745.91
109835	PREIN & NEWHOF	134,999.80
109836	ROLOFF, WILLIAM E.	350.00
109837	ROOTSTAND	1,000.00
109838	S&W HEALTHCARE CORPORATION	126.56
109839	SEAMAN, HEATHER	41.00
109840	SECURITY SANITATION INC.	133.04
109841	SEELEY'S PRINTING SERVICE	101.10
109842	SEELYE EQUIPMENT SPECIALISTS	94.00
109843	SHINDORF BUILDERS	436.68
109844	SIMPSON ELECTRIC INC.	102.00
109845	SPENCER, MICHAEL	41.00
109846	STATE OF MICHIGAN	32,000.00
109847	STATE OF MICHIGAN	95.00
109848	STEIN, DONNA	17.09
109849	STEVENS, BRANDON	8.47
109850	STRAEBEL, ROBERT J.	41.00
109851	SWEM, DONALD L.	41.00

Check Number	Payee	Amount
109852	TEUNIS, STEVEN	41.00
109853	TROMBONES PLUS	1,000.00
109854	UP NORTH PROPERTY SERVICES LL	1,064.00
109855	USA BLUE BOOK	449.69
109856	VALLEY TRUCK - GAYLORD	119.42
109857	WARSTLER, JOHN	600.00
109858	WELLER, LINDA	41.00
109859	WHITLEY, ANDREW	8.98
109860	WHITLEY, STUART ROY	500.00
109861	WILBERT BURIAL VAULT CO	735.04
109862	WILKIN, AMANDA	41.00
109863	WINDER POLICE EQUIPMENT	1,149.99
109864	WOODY, SCOTT	41.00
109865	WORK & PLAY SHOP	1,677.38
109866	YOUNG GRAHAM	3,739.00
109867	ZIELINSKI, JOSEPH A.	41.00
Total 06/03/2014:		297,713.14
Grand Totals:		297,713.14

Check Number	Payee	Amount
05/16/2014		
51614001	PAYMENT SERVICE NETWORK INC.	764.00
	Total 05/16/2014:	764.00
	Grand Totals:	764.00

Check Number	Payee	Amount
05/19/2014		
51914001	MICHIGAN PUBLIC POWER AGENCY	17,396.64
Total 05/19/2014:		17,396.64
Grand Totals:		17,396.64

Check Issue Date	Check Number	Payee	Amount
52314001			
05/23/2014	52314001	**EFTPS* Payroll Taxes	8,523.71
05/23/2014	52314001	**EFTPS* Payroll Taxes	8,523.71
05/23/2014	52314001	**EFTPS* Payroll Taxes	1,993.49
05/23/2014	52314001	**EFTPS* Payroll Taxes	1,993.49
05/23/2014	52314001	**EFTPS* Payroll Taxes	13,429.35
Total 52314001:			
	5		34,463.75
52314002			
05/23/2014	52314002	Alerus Financial	280.00
Total 52314002:			
	1		280.00
52314003			
05/23/2014	52314003	STATE OF MICHIGAN	5,014.68
Total 52314003:			
	1		5,014.68
52314004			
05/23/2014	52314004	Vantagepoint - 401 Plan 109153	728.06
Total 52314004:			
	1		728.06
52314005			
05/23/2014	52314005	Vantagepoint - 457 Plan 300959	4,611.33
05/23/2014	52314005	Vantagepoint - 457 Plan 300959	144.59
05/23/2014	52314005	Vantagepoint - 457 Plan 300959	1,761.41
05/23/2014	52314005	Vantagepoint - 457 Plan 300959	5,749.15
Total 52314005:			
	4		12,266.48
Grand Totals:			
	12		52,752.97

Check Number	Payee	Amount
05/23/2014		
52314006	MERS	25,798.24
Total 05/23/2014:		25,798.24
Grand Totals:		25,798.24

Check Number	Payee	Amount
05/27/2014		
52714001	MICHIGAN PUBLIC POWER AGENCY	301,022.26
52714002	MICHIGAN PUBLIC POWER AGENCY	21,969.09
Total 05/27/2014:		322,991.35
Grand Totals:		322,991.35



April 29, 2014

Mr. Rob Straebel, City Manager
City of Charlevoix
210 State Street
Charlevoix, MI 49720

Dear Rob:

It is my pleasure to confirm that the Charlevoix County Community Foundation Board of Trustees approved a grant in the amount of \$14,500.00 for the City of Charlevoix. The purpose of the grant is for construction of the Lake to Lake non-motorized trail.

The enclosed grant agreement describes the terms and conditions of the grant commitment. Please review the document carefully. If your governing body approves of the agreement as written, please sign and date it, return the original to us, and retain a copy for your files.

The check is accessible when: all funding has been secured for the project; we have received your signed grant agreement; the program or project has commenced and you are incurring expenses. Call or email Maureen Radke or Mishelle Shooks on our staff to request the check.

We require you to make arrangements to publicize the award. Please include our name, the "**Charlevoix County Community Foundation**" in any publicity that occurs. Some possible methods include a grant award announcement on your website; in your newsletter; contained in an email blast; on your facebook page or other form of social media; on printed posters and brochures; and/or in a press release (a template is included with this letter). It is important to recognize the community foundation in all forms of publicity in relation to the grant award.

We welcome the opportunity to present the award check in person. Possibilities include your next board meeting, or at an event to take place in relation to the grant award. Please call our office to arrange a mutually beneficial time.

It is wonderful to be able to offer this support for the City of Charlevoix. The Trustees of the Charlevoix County Community Foundation join me in extending best wishes to you for a successful project.

Sincerely,

R. A. "Chip" Hansen, Jr.
President

Enc: Grant agreement & press release template





April 29, 2014

Mr. Rob Straebel, City Manager
City of Charlevoix
210 State Street
Charlevoix, MI 49720

Dear Rob:

It is my pleasure to confirm that the Charlevoix County Community Foundation Board of Trustees approved a grant in the amount of \$1,900.00 for the City of Charlevoix. The purpose of the grant is for summer of 2014 Camp McSauba scholarships.

The enclosed grant agreement describes the terms and conditions of the grant commitment. Please review the document carefully. If your governing body approves of the agreement as written, please sign and date it, return the original to us, and retain a copy for your files.

The check is accessible when: all funding has been secured for the project; we have received your signed grant agreement; the program or project has commenced and you are incurring expenses. Call or email Maureen Radke or Mischele Shooks on our staff to request the check.

We require you to make arrangements to publicize the award. Please include our name, the "**Charlevoix County Community Foundation**" in any publicity that occurs. Some possible methods include a grant award announcement on your website; in your newsletter; contained in an email blast; on your facebook page or other form of social media; on printed posters and brochures; and/or in a press release (a template is included with this letter). It is important to recognize the community foundation in all forms of publicity in relation to the grant award.

We welcome the opportunity to present the award check in person. Possibilities include your next board meeting, or at an event to take place in relation to the grant award. Please call our office to arrange a mutually beneficial time.

It is wonderful to be able to offer this support for the City of Charlevoix. The Trustees of the Charlevoix County Community Foundation join me in extending best wishes to you for a successful project.

Sincerely,

R. A. "Chip" Hansen, Jr.
President

Enc: Grant agreement & press release template



CHARLEVOIX CITY COUNCIL

AGENDA ITEM

AGENDA ITEM TITLE: Public Hearing on an ordinance to establish city code regulating the type of acceptable and prohibited materials for leaf/brush pickup.

DATE: June 2, 2014

PRESENTED BY: Rob Straebel

ATTACHMENTS: Draft Ordinance X of 2014

Flier for clarifying material distributed to the public.

BACKGROUND INFORMATION:

The Street Department and other City Staff have been experiencing problems with property owners and renters placing unacceptable items such as tree stumps, concrete, bricks and other materials which were never intended to be part of the bush and leaf pickup program. This causes unnecessary blight and results in inefficiency with the Street Department in completing timely pickup of acceptable materials such as leaves and brush. This ordinance is necessary to clarify what is acceptable and not acceptable, and to provide the City a means of ticketing offenders in the event that communication and warnings do not work. Our goal would be to work with property owners using outreach and warnings before issuing tickets. Attached is a materials flier that is intended to be placed in the summer tax bills to help get the word out. This flier has been on the City website and has been available at City Hall for many months. The Citizens Guide can also be used to communicate the new rules to residents.

RECOMMENDATION:

Motion to adopt Ordinance X of 2014.

CITY OF CHARLEVOIX

Ordinance No. _____ of 2014

AN ORDINANCE TO CREATE CHAPTER 65 TO TITLE VI, OF THE CHARLEVOIX CITY CODE TO REGULATE MATERIALS INTENDED FOR COLLECTION BY THE CITY

THE CITY OF CHARLEVOIX ORDAINS:

SECTION 1. Chapter 65 is added to Title VI of the City Code and shall read as follows:

6.100. Definitions.

As used in this Chapter, the following definitions shall apply:

- A. "Acceptable Vegetative Materials" shall mean leaves, branches of vegetative material not exceeding 12 inches in diameter or not exceeding 6 feet in length which are untreated by any chemical, perennial cuttings, grass clippings and any of the foregoing items that are chipped into pieces up to, but not exceeding 12 inches in either diameter or length;
- B. "Prohibited Materials" shall mean any material or object, organic or man-made that is not an Acceptable Vegetative Material. This includes, but is not limited to the following specific materials: concrete, bricks, asphalt, dirt, soil, sod piles, root balls, stumps, treated lumber, railroad ties, rocks, stones, any building or remodeling materials from interior or exterior construction or demolition projects and vegetative material of any type that is over 12 inches in diameter or over 6 feet in length and.

6.101. Interpretation.

If any material can be classified as an Acceptable Vegetative Material as well as a Prohibited Material and the material is specifically listed as a Prohibited Material, then the material shall be deemed to be a Prohibited Material.

6.102. Prohibition.

No person shall place on private property or the public right of way Prohibited Materials for pick up or disposal by the City of Charlevoix.

6.103. Violation – Municipal Civil Infraction.

A violation of section 6.102 shall be a municipal civil infraction.

SECTION 2. Severability.

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

SECTION 3. Effective Date.

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

Ordinance No. _____ was adopted on the _____ day of _____, 2014, by the Charlevoix City Council as follows:

Motion by:

Seconded by:

Yeas:

Nays:

Absent:

Joyce M. Golding, City Clerk

Norman Carlson, Mayor

I certify that this is a true copy of Ordinance No. _____ that was adopted at a regular meeting of the Charlevoix City Council on _____, 2014 and published in the Charlevoix Courier on _____, 2014.

Dated: _____

Joyce M. Golding, City Clerk



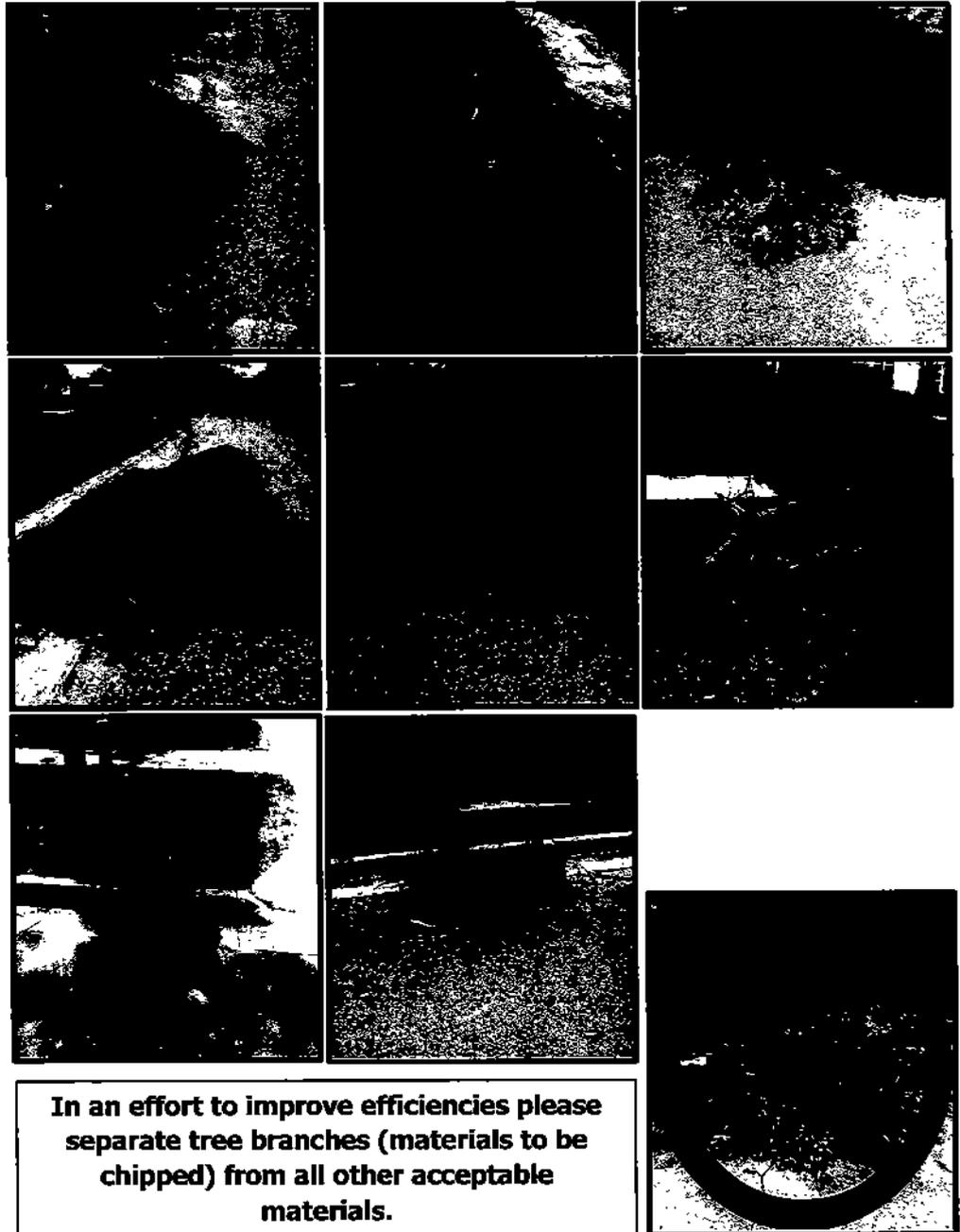
Disposable Materials on the Streets of Charlevoix

The Department of Public works offers the service of picking up and disposing of residence's yard waste. This flyer is meant to help community members understand what materials are acceptable for employees to pick up, and what materials are unacceptable and will not be picked up by the department.

List of Acceptable Materials:

- Tree branches up to 12" in diameter
- Leaves
- Perennial cuttings
- Grass clippings
- Any acceptable materials placed in **biodegradable** bags will be picked up

Acceptable Materials



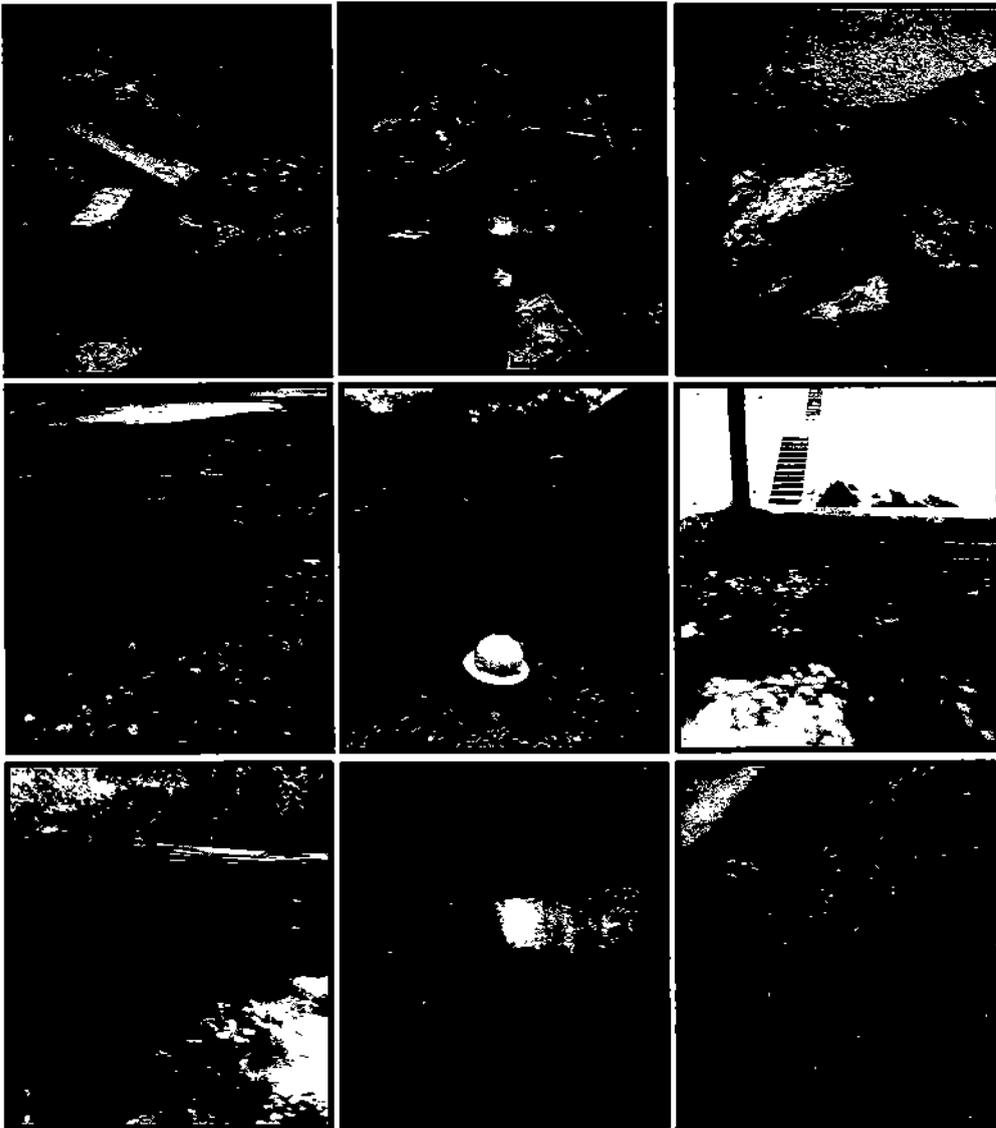
In an effort to improve efficiencies please separate tree branches (materials to be chipped) from all other acceptable materials.

City of Charlevoix Department of Public Works

229 Stover Road
Charlevoix, MI 49720
Phone: (231) 547-3276
chxdpw@sbcglobal.net

Unacceptable Materials

In the event that you have any of the following unacceptable materials to dispose of, please contact a local excavating or landscape company to properly remove the materials. If you have any questions or concerns please contact Pat Elliott at (231) 547-3276.



List of Unacceptable Materials:

- Concrete, bricks, asphalt
- Dirt, soil, sod piles
- Treated lumber or railroad ties
- Rock piles
- Root balls or large tree stumps (over 12" in diameter)
- Any materials placed in **plastic** bags will **NOT** be picked up

City of Charlevoix Department of Public Works

229 Stover Road
Charlevoix, MI 49720
Phone: (231) 547-3276
chxdpw@sbcglobal.net

**CHARLEVOIX CITY COUNCIL
AGENDA ITEM**

AGENDA ITEM TITLE: Presentation of Charlevoix Public Library 2013 Annual Report

DATE: June 2, 2014

PRESENTED BY: Val Meyerson, Charlevoix Public Library

ATTACHMENTS: Charlevoix Public Library 2013 Annual Report

BACKGROUND INFORMATION: Val Meyerson will give a quick report on the 2013 Charlevoix Public Library 2013 Annual Report.

RECOMMENDATION: Discussion.

CHARLEVOIX PUBLIC LIBRARY
2013
ANNUAL REPORT



Mission Statement:

*The Charlevoix Public Library provides
inspiration, information, and education
for the community.*

Charlevoix



Services for Everyone

New Staff

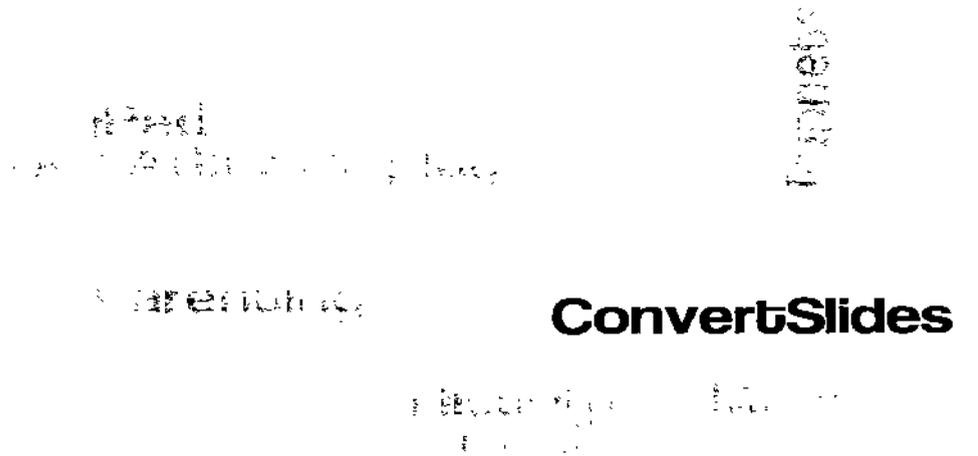
2013 brought a change in some staff. We hired two replacement staff members and created one new position.

Sarah Benitez joined the staff in May in the circulation department. Sarah finished her Library Science degree with an emphasis in technology. Sarah brings a fresh set of eyes and her enthusiasm for serving the public is infectious.

Brian Wagner came on board in November as the Facility Manager. His maintenance background and his enthusiasm to learn everything about the equipment in the building has already made a difference in the library.

Scott Silberhorn joined the staff in May as the technology intern. Scott's knowledge of Apple products has broadened our ability to help explain devices to our patrons.

I know all of the staff and our patrons are pleased to have these three new people on board!



2013 Highlights & Facts

- *In 2013, there were 144,546 visitors at the library, an average of 2,779 people each week. This is an average of 15.4 visits per capita, which is 60% higher than the national average.*
- *114,666 items were borrowed from the library during 2013, which is 3% higher than the national average.*
- *In 2013, the library provided 431 programs for the public with 8,239 people in attendance.*
- *There are 826 patrons checking out digital books who together borrowed 6,485 electronic items in 2013.*



Financial Outlook

Fiscal Year 2012/2013



Debt Fund

Debt Revenues

Current Property Taxes	549,127
Interest on Debt Millage	9,602
Total Revenues	\$558,729

Debt Expenses

Bond Payment—Principle	420,000
Bond Payment—Interest	311,528
Refunding Expenses	13,401
Total Expenses	\$744,929

Debt Fund Balance

6/30/2012	\$179,479
6/30/2013	\$5,098,468

(Fund balance increase due to bond re-funding in July 2013)

Remaining Debt to be Paid

6/30/2013 : \$5,075,000

Operating Fund

Operating Revenues

Tax Revenue	832,041
Earnings on Investments	11,166
Local Income	54,278
Donations	25,227
Penal Fines	46,711
State Aid	3,534
Grant	21,837
Total Revenue	\$994,794

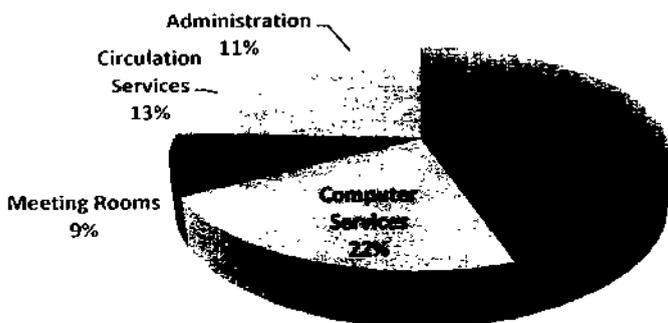
Operating Expenses

Salaries	432,841
Fringes	134,100
Contractual Services	27,489
Capital Outlay	56,894
Occupancy	188,764
Supplies & Materials	77,582
Other Operating Expenses	67,131
Total Expenditures	\$984,801

Operating Fund Balance

6/30/2012	\$1,568,921
6/30/2013	\$1,578,914

Where does your money go?





The numbers tell the story...

FROM PUBLIC LIBRARY DATA SURVEY—2010	NATIONAL AVERAGE FOR LIBRARIES OUR SIZE	CHARLEVOIX PUBLIC LIBRARY 2012/2013
Visits/capita	9.67	15.4
Users as % of population	73.53	91%
Items/capita	5.87	5.36
Circ/capita	11.83	12.49
Collection Turnover	1.86	2.36



2014

The Smithsonian exhibit, "Journey Stories", brought a great number of visitors to the library, many of them school children. We had 71 classrooms visits (from as far away as Traverse City) as well as scheduled tours by home-schooled students and adult groups; these in addition to the many people who toured the exhibit on their own.

Summer Reading events around the community will bring a fresh look to our summer programming for kids.

Strong school partnerships continue to grow, with the library providing services to students and teachers. Writing workshops, concerts, tours, and eBook collaborations, have all been planned for the year.

A new service, Shredder Day, will provide a safe way for residents to dispose of sensitive documents.

The library has been selected as a stop on the Michigan Notable Authors Tour, and will host Mardi Link in June.

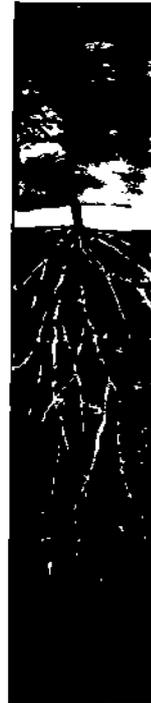


Charlevoix Public Library
220 W. Clinton Street
Charlevoix, MI 49720

Phone: 231-547-2651
Fax: 231-547-0678

www.charlevoixlibrary.org

Charlevoix



**CHARLEVOIX CITY COUNCIL
AGENDA ITEM**

AGENDA ITEM TITLE: Presentation by Substance Abuse Free Environment (SAFE)
For Tobacco Free Parks & Beaches

DATE: June 2, 2014

PRESENTED BY: Susan Pulaski and
Emmet and Charlevoix County Teens

ATTACHMENTS: None

BACKGROUND INFORMATION:

SAFE (Substance Abuse Free Environment) is made up of youth from Charlevoix and Emmet Counties. We recently completed a video about the need for our local parks and beaches to go tobacco free. The kids would love the opportunity to present this video at your next Council meeting if possible. The video is only 1 1/2 minutes long, and it is on YouTube. The link is https://www.youtube.com/watch?v=ilskTBuEE_A&feature=youtu.be

RECOMMENDATION:

Request Council consideration of their request to create tobacco free parks and beaches.

**CHARLEVOIX CITY COUNCIL
AGENDA ITEM**

AGENDA ITEM TITLE: Consideration to Approve a Resolution Waiving Parking Fees at Ferry Beach Boat Launch for Lake Charlevoix Area Trout Tournament

DATE: June 2, 2014

PRESENTED BY: Kent Seymour
Lake Charlevoix Area Trout Tournament

ATTACHMENTS: May 5, 2014 Letter from Lake Charlevoix Trout Tournament Resolution

BACKGROUND INFORMATION:

The Charlevoix Area Trout Tournament wishes to host a fishing tournament from June 13th to June 15th, 2014. They are asking the City Council to waive the parking fees for a practice fishing day on June 12th and for the tournament on June 13th – 15th, 2014.

Section 10.84 of Chapter 148 of the City Code permits the City Council to waive the fees:

“Any person launching a boat from the Ferry Beach boat launch; or parking a vehicle with or without trailer or parking a single trailer shall be required to obtain a permit from the city and display the permit on their vehicle. Charges for the permit shall be set by resolution of the city council. The city council, by resolution, may revise or waive fees for special or public events. The term "special or public events" shall mean a tournament, festival or other type of event, whether or not open to public participation or observation, the occurrence of which will, in the judgment of the city council, benefit the city economically or by virtue of the publicity surrounding the event.”

The Charlevoix Area Trout Tournament wish to hold their event in East Park. They will be using the Odmark Pavilion for fish displays and registration. The Tournament also wishes to display their sponsor’s boats, trucks, ATV’s in the park during the event. There will be a food concession stand in the park too.

The Trout Tournament wishes to have a Kid's Fishing Pond again this year. The trout tournament will purchase additional fish for the trout stream and then whatever fish is left over will be kept in the trout stream for the remainder of the summer. DPW Superintendent Pat Elliott plans to supervise the placement of the fish in the trout stream. Mr. Elliott will also be working with Tournament representatives to ensure that children do not climb on the stream's rocks and landscaping. The children will be permitted to fish only on the brick paver areas. The stream has a maximum density of 200 fish for a short period of time

RECOMMENDATION:

Request Council to pass a motion to approve the draft resolution waiving parking fees for Lake Charlevoix Area Trout Tournament from June 12th – 15th, 2014 and to allow children to fish in the trout stream on June 14th.



Charlevoix Trout Tournament Inc.

May 5, 2014

Rob Straebel, City Manager
City of Charlevoix
210 State Street
Charlevoix, MI 49720

Dear Rob,

The Charlevoix Area Trout Tournament will take place June 13th, 14th and 15th, 2014. The tournament is once again requesting the launch fees to be waived the dates of the tournament and also on June 12th for a practice fishing day.

Thank you for your consideration on this matter and please feel free to contact me if you have any questions regarding the tournament.

Sincerely,

A handwritten signature in black ink, appearing to read "Kent Seymour". The signature is fluid and cursive, with a large initial "K" and "S".

Charlevoix Area Trout Tournament
Kent Seymour, President

**CITY OF CHARLEVOIX
RESOLUTION 2014-06-xx
WAIVE PARKING FEES FOR TROUT TOURNAMENT**

WHEREAS, the Lake Charlevoix Area Trout Tournament will be held on June 13, 14 and 15, 2014; and

WHEREAS, the Lake Charlevoix Area Trout Tournament is requesting that parking fees be waived for the tournament; and

WHEREAS, the Charlevoix Area Trout Tournament is requesting parking fees to be waived for a practice fishing day on June 12, 2014; and

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

BE IT RESOLVED, THAT THE CITY COUNCIL OF THE CITY OF CHARLEVOIX, hereby waives parking fees for the Lake Charlevoix Area Trout Tournament from June 12 to June 15, 2014.

RESOLVED, this ____ day of June, 2014, A.D.

Resolution was adopted by the following yea and nay vote:

Yeas:

Nays:

Absent:

CHARLEVOIX CITY COUNCIL

AGENDA ITEM

AGENDA ITEM TITLE: Purchase of a New Ambulance

DATE: June 2, 2014

PRESENTED BY: Paul Ivan, Bob Roloff

ATTACHMENTS: Bid Tabulation

BACKGROUND INFORMATION: The current City ambulance that is due to be replaced is a 1994 Chevrolet/Med Tech Ambulance. Even though the ambulance has 70,900 odometer miles (due to the fact that we have a hospital in the area,) the ambulance has all of the issues of a 20 year old piece of equipment. Corrosion due to dissimilar metals being in contact with one another (which was the standard at the time,) suspension issues due to the weight of the vehicle, diesel engine leaks/difficulty starting, combined with the fact that the company that build the ambulance went out of business 2-3 years ago, all adds to the fact that this ambulance needs to be replaced.

When we put together the specifications for this ambulance, we were opposed to awarding the bid to the same company that built the last two ambulances the City purchased (Wheeled Coach) since they have not supported their product. We have dealt with the current Wheeled Coach vender several times, and even though he attempted to be an advocate on our behalf, the company refused to honor the paint warranty. When we went through this bid process, we learned that four major ambulance manufacturers consolidated into one factory/building, and Wheeled Coach Ambulances was one of the companies that are part of this consolidation. That limited the number of ambulance manufacturers that are still in business in our price range.

We put together the specs so any bidder would have to configure the ambulance very similar to the ambulances we currently have in service, so staff can count on critical pieces of lifesaving equipment being stored in the same place in each ambulance.

The ambulance was advertised for bids in the local papers, the specifications were posted on the City website, and specifications were sent out to any qualified vender we could think of.

On May 20, 2014 sealed bids were opened by the City Clerk. Two bids were received from the same vender, from two different ambulance companies. The lower bid ambulance came much closer to meeting our specifications than the more expensive ambulance.

RECOMMENDATION: When we opened the bids, the Osage Ambulance also listed several options that we could add to the ambulance for an additional cost. We are recommending that we add two of these accessories to the purchase of the ambulance. The first option is a stainless steel grille guard, for \$1,680.00. The second option is dry decking (consisting of perforated plastic liners that are installed in the floor of each cabinet) for \$475.00. Even with the options, this purchase is within the amount budgeted for this purchase.

We recommend that City Council authorize the purchase of the Osage Ambulance from Kodiak Emergency Vehicles for \$135,914 (base price) plus the two options, for a total cost of \$138,069.

Ambulance
Bid Opening
City Hall, Main Floor Conference Room

May 20, 2014 – 10:00 a.m.

Bidder Name & Contact Info	Total Cost
Osage Ambulances Kodiak Emergency Vehicles 1340 S. Waverly Road Suite 3 Lansing, MI 48917	\$135,914.00
Braun Custom Ambulances Kodiak Emergency Vehicles 1340 S. Waverly Road Suite 3 Lansing, MI 48917	\$147,771.00

CHARLEVOIX CITY COUNCIL

AGENDA ITEM

AGENDA ITEM TITLE: Consideration to Support Grant Applications for the Grand Traverse Band of Ottawa and Chippewa Indians

DATE: June 2, 2014

PRESENTED BY: Steven Overton

ATTACHMENTS:

1. Grant Application for the Circle of Arts
2. Grant Application for Northwest Academy

BACKGROUND INFORMATION: Per the Grand Traverse Band of Ottawa and Chippewa Indian's grant requirements, the local government must endorse all grant submittals.

There are two grant applications for Council's consideration. Circle of Arts is seeking \$10,000 for improvements to their building with a \$10,000 local match from their organization. The second \$8,000 grant is for 16 I-pads for Northwest Academy students. The Academy will match dollar for dollar with total project costs at \$16,000.

RECOMMENDATION: Motion to Support Circle of Arts and Northwest Academy Grant Applications to the Grand Traverse Band of Ottawa and Chippewa Indians



Northwest Academy

115 W. Hurlbut • Charlevoix, Michigan 49720
Phone (231) 547-9000 • Fax (231) 547-9464
e-mail info@nwa.edu

May 9, 2014

Charlevoix City Council
210 State Street
Charlevoix, Michigan 49720

Re: 2% Grant Application

Dear City Council Members:

Enclosed please find an application from Northwest Academy for the 2% Grand Traverse Band of Ottawa and Chippewa Indians grant program. Your consideration will be greatly appreciated.

Yours truly,

A handwritten signature in black ink, appearing to read "Stephen M. Overton".

Stephen M. Overton
Interim Director

6. Counties Impacted: Antrim Benzie Charlevoix
 Grand Traverse Leelanau Manistee

7. Brief Description (purpose of funding); include statement of need:

Northwest Academy is a small charter school in Charlevoix serving approximately a hundred students, K-12. The high school population is largely comprised of seat time waiver students, meaning students who are not required to actually attend school on campus, but can complete their course work on-line at home. Students who actually attend school on campus also are required to take on-line courses as well as complete in-class assignments on computers, while being monitored by their teachers. The Academy's goal is to provide its forty high school students with I-pads at a cost of \$800 each. The I-pads will remain the property of the Academy, but will be signed out to individual students for their use while they remain enrolled at the Academy. With the trend in education to more and more reliance on technology in the classroom, it is imperative, for the benefit of the students, to provide them with up-to-date equipment. Providing each high school student with an I-pad will ensure that our students are getting the benefit of up-to-date technology so important in the educational scheme of today. A staff computer technician ensures that the computers are being used appropriately and being cared for appropriately.

8. This question only pertains to Public School Systems. If you are not a Public School system, skip to question 9.

(a) **Program formula: $(1) \$5,000 \text{ Per school} + (\$1,000 \times \# \text{ of GTB member students}) = \text{allocation}$.**
Please note: 1) In completing this section, only provide the student numbers of currently enrolled GTB members; do not include the general Native American data of your school system; and 2) there will be a cap of \$100,000 per school, based on the school's GTB membership count.

(b) Recommendation from Parent Committee YES NO

(c) Describe parent involvement in project: Parents will be expected to monitor their children's progress with their assigned course work and to ensure that the I-pads are being used for their intended purpose. They will be responsible for any damages to the equipment caused by the negligence of their child(ren).

(d) Does the school receive Title IX Indian Education Funds? YES NO
If yes, how much: _____

9. What are the start and completion dates of the proposed project?
Start 9/1/2014 Completion 6/1/2015

10. Has applicant received prior awards through the Tribe's 2% funding allocation?
 YES X NO. If yes, please list the start and end dates and amount:
_____ - _____ and amounts: _____
_____ - _____
_____ - _____

11. Are all of the previous allocations expended? YES NO.
If no, what are the start and end dates and amounts:
_____ - _____ and amounts: _____
_____ - _____
_____ - _____
_____ - _____

12. Is the proposed project new X or a continuation project ?
If this is a continuation project, please explain why there is a need to continue funding:

13. Impact of Gaming on local program: (e.g., increase in student population, resulting from increase in Tribal employment or increase in emergency services to Casino patrons).
Gaming in Northern Michigan has created many new jobs and new career opportunities, stabilizing the area population or encouraging new families with children to move to the area. The 2% program has given a huge boost to local charitable organizations.

14. How will the success of the project be assessed (evaluation plan)? The effectiveness of the program will be evaluated over a period of time in terms of increases in enrollment and improved test scores.

15. If new staff is required, will preference be given to Native American applicants? Not Applicable.

 YES NO

16. Budget: Please attach a one-page itemization of the planned budget. Include explanation for each category of the budget. 20 I-pads @\$800=\$16,000.

Note: **A final report on expenditure of funds and project results will be due to the Tribal Council 30 days after project completion.**

BEFORE YOU MAIL, PLEASE REMEMBER TO:

- 1) Execute authorized signature
- 2) Attach 1-page budget
- 3) **Submit before the deadline from the cover letter you received**

BUDGET ACCOMPANYING APPLICATION FOR 2% GRANT

INCOME

Grant Funds	\$8,000
Northwest Academy Match	<u>8,000</u>
Total	\$16,000

EXPENSES

20 I-Pads @\$800 each	\$16,000
-----------------------	----------

**CHARLEVOIX CIRCLE OF ARTS
109 Clinton
Charlevoix, Michigan 49720**

May 9, 2014

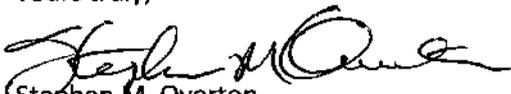
Charlevoix City Council
210 State Street
Charlevoix, Michigan 49720

Re: 2% Grant Application

Dear City Council Members:

Enclosed please find an application from Charlevoix Circle of Arts for the 2% Grand Traverse Band of Ottawa and Chippewa Indians grant program. Your consideration will be greatly appreciated.

Yours truly,


Stephen M. Overton
Co-Executive Director

14. How will the success of the project be assessed (evaluation plan)? The effectiveness of the program will be evaluated over a period of time in terms of increases in the number of visitors to the Circle, enrollments in classes and memberships in the Circle and its affiliated photography club.

15. If new staff is required, will preference be given to Native American applicants? Not Applicable.

YES NO

16. Budget: Please attach a one-page itemization of the planned budget. Include explanation for each category of the budget.

Note: **A final report on expenditure of funds and project results will be due to the Tribal Council 30 days after project completion.**

BEFORE YOU MAIL, PLEASE REMEMBER TO:

- 1) Execute authorized signature
- 2) Attach 1-page budget
- 3) Submit before the deadline from the cover letter was received

CIRCLE OF ARTS BUDGET

INCOME

Grant	\$10,000
Match from The Circle	10,000

EXPENSES

Carpeting	\$5,000
Partitions	2,500
Kitchen Appliances	3,500
Cabinets and installation	1,500
Moveable Display Partitions	1,200
Painting	300
Track Lighting for Art Work	<u>6,000</u>

TOTAL \$20,000

CHARLEVOIX CITY COUNCIL

AGENDA ITEM

AGENDA ITEM TITLE: Consideration to Opt Out of PA 95
DATE: June 2, 2014
PRESENTED BY: Don Swem
ATTACHMENTS: Order from MPSC – Case No. U-17377

BACKGROUND INFORMATION:

Michigan’s Public Act 95 was signed into law last year to create the Low-Income Energy Assistance Fund (LIEAF) within the State Treasury. This fund provides money to low income households for heating assistance.

The Act requires the City Electric Utility to either participate in the fund or to officially opt out of participation. To participate the City would be required to collect a surcharge of a dollar or less (last year was \$0.99) from each retail billing meter (but no more than one residential meter per residential site) every month and send all of the money to the State for this fund. The money is supposed to be used back in this geographic area as much as possible. The total amount collected in a year would be roughly \$48,000. The other option is to opt out, which means the City would not collect any money and would not be a part of this fund. As a result, during the winter from November 1st to April 15th, our customers would not be eligible for emergency assistance with their utility bills from this fund, and at the same time the City would be prevented from shutting off any residential service for non-payment.

The City must make this choice whether to opt in or opt out every year at this time. A year ago Charlevoix opted out of this fund for a couple of reasons. One reason was the requirement to list this charge as a separate item on the utility bill, which could not be done last year with our post card bills. This problem has gone away with the new full page bills. The other problem is the significant amount of work and expense it would take to code all of our customers’ accounts for this surcharge, as only one surcharge can be assessed per residential site (so that people with separate garages or boat slips are not double-charged). This would have to be done manually by going through all of our accounts to code them so that they could be billed at separate rates. This would be an ongoing cost to administer.

Because we opted out last year, our customers were unable to get the assistance that is usually available all winter until April. We did have an abnormally high number of shutoff notices to deliver this past winter but in April the customers were mostly able to get the help they needed so there were no extra shutoffs over a typical year. For all of last winter it turned out that there was assistance available that was not communicated to our customers and that communication will be improved going forward.

Another item to note is that although it is impossible to predict how much money would be needed in such a fund next year, it is believed that \$48,000 is more than we would ever use to help electric customers in Charlevoix, and therefore our dollars will be subsidizing other utilities and other locations rather than helping our customers.

RECOMMENDATION:

City Staff would recommend that Council entertain a motion to opt out of this legislation again this year, saving our electric customers a dollar each month. This legislation allows the State to collect the cash and then decide how it gets distributed, with the cost going to each of our electric customers, with no guarantee that it would be used to help any of our customers.

STATE OF MICHIGAN
BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION

* * * * *

In the matter on the Commission's own motion)
to implement the provisions of 2013 PA 95.)
_____)

Case No. U-17377

At the May 13, 2014 meeting of the Michigan Public Service Commission in Lansing,
Michigan.

PRESENT: Hon. John D. Quackenbush, Chairman
Hon. Greg R. White, Commissioner
Hon. Sally Talberg, Commissioner

ORDER

On July 1, 2013, Governor Rick Snyder signed 2013 PA 95 (Act 95) into law, which amends 1939 PA 3 by adding Section 9t, MCL 460.9t. Act 95 creates the Low-Income Energy Assistance Fund (LIEAF) within the State Treasury. Section 9t(5) of Act 95 provides that money from the LIEAF shall be expended by the Department of Human Services as provided in the Michigan Energy Assistance Act, 2012 PA 615.

Act 95 provides that the Commission, after an opportunity to comment, may annually approve a low-income energy assistance funding factor no later than July 31 of each year for the subsequent fiscal year. Section 9t(10)(B) of Act 95 provides that the funding factor is a nonbypassable surcharge to be added to each retail billing meter (but no more than one residential meter per residential site), payable monthly by every customer receiving retail distribution service from an electric utility, municipally owned electric utility, or cooperative electric utility, regardless of the identity of the customer's electric generation supplier. The funding factor shall be the same

across all customer classes, shall appear as a separate line item on each customer's bill, and shall not exceed \$1. Section 9t(7) provides that electric utilities, including the municipally owned and cooperative electric utilities, may elect not to collect the funding factor by annually filing a notice with the Commission by July 1; however, utilities that do not collect the funding factor shall not shut off service to any residential customer from November 1 to April 15 for nonpayment of a delinquent account. For utilities that do not opt out, Section 9t(8) provides that they shall annually, by July 1, provide to the Commission the number of retail billing meters the utility serves in Michigan that are subject to the funding factor. The Commission will thereafter determine the funding factor by July 31, after providing an opportunity to comment on a proposed factor.

This order reminds all affected utilities of the need to file the required information by July 1, 2014, in this docket. The Commission directs all affected utilities to file information showing the number of retail billing meters the utility serves that are subject to the funding factor, or file a notice that the utility intends to opt out of collecting the funding factor, by 5:00 p.m. on July 1, 2014.

THEREFORE, IT IS ORDERED that electric utilities, municipally owned electric utilities, and cooperative electric utilities shall, by 5:00 p.m. on July 1, 2014, file information showing the number of retail billing meters the utility serves that are subject to the low-income energy assistance funding factor, or file a notice that the utility intends to opt out of collecting the low-income energy assistance funding factor, in this docket.

**CHARLEVOIX CITY COUNCIL
AGENDA ITEM**

AGENDA ITEM TITLE: Approval of an outdoor seating area to serve food and alcoholic beverages for the Bridge Street Tap Room

DATE: June 2, 2014

PRESENTED BY: Bethany Pearson

ATTACHMENTS:

1. City Code- Title III, Chapter 31, Article 3.14
2. Site Plan Sketch
3. Photograph of Current Property
4. Draft Resolution 2014-06-XX

BACKGROUND INFORMATION: The Charlevoix DDA has long looked for ways to encourage outdoor dining throughout the DDA District. Recommendations in the 2007 Cool Cities Report and citizen input from the Community Economic Development Forums both favorably cite the need and want for additional outdoor venues to enjoy both food and beverage. Cities that allow and provide opportunities for outdoor dining tend to draw more people from other communities and therefore increase the vitality of downtown. Although, this has been difficult in the past because of narrow sidewalks and MDOT regulations along US 31, a recent proposal by the Bridge Street Tap Room could make more outdoor seating readily available to the public.

The Bridge Street Tap Room is seeking approval from City Council in the form of a resolution that would allow them to use a small area adjacent to their building for outdoor dining. This resolution is a requirement by the Michigan Liquor Control Commission (MLCC) in order to issue the proper permits for outdoor dining.

The Bridge Street Tap Room would use barrier planters to distinguish an area of four to five tables for outdoor dining. Because the entrance to their establishment is not located on Bridge Street this could be a great opportunity to provide an amenity in our downtown that has long been capitalized by a few select businesses.

According to the City Code, "it shall be unlawful for any person to consume alcoholic beverages in any part of any park which lies within one thousand (1,000) feet of US Highway 31..." After discussing this with the City Manager, and Planning and Zoning Administrator, staff believes that the paved area adjacent to the building is actually an extension of the sidewalk and therefore not technically a portion of the Bridge Park. The brick paver area that runs adjacent to the building comes from the sidewalk on Bridge Street and leads to a staircase for the public restrooms and is therefore considered a public walkway.

The City Police Chief has also reviewed the site plan and does not see any issues with the

proposal. However, if patrons take alcohol outside of the designated area, both the business and the patron may be ticketed for not complying with City and MLCC regulations.

At the May 27th meeting of the DDA, the DDA unanimously agreed to recommend to City Council that they accept the Bridge Street Tap Room's proposal. The DDA feels that this will be as asset to downtown dining options and is making good use of an under-utilized spot in downtown.

If the Bridge Street Tap Room is permitted to serve food and beverages in this authorized area, they would need to follow any and all regulations set forth by the Michigan Liquor Control Commission and City Police Department as well as obtain a specific license through the MLCC.

RECOMMENDATION: Approve the Resolution No. 2014-06-XX

3.14. Alcoholic beverages—consumption prohibited in certain places.

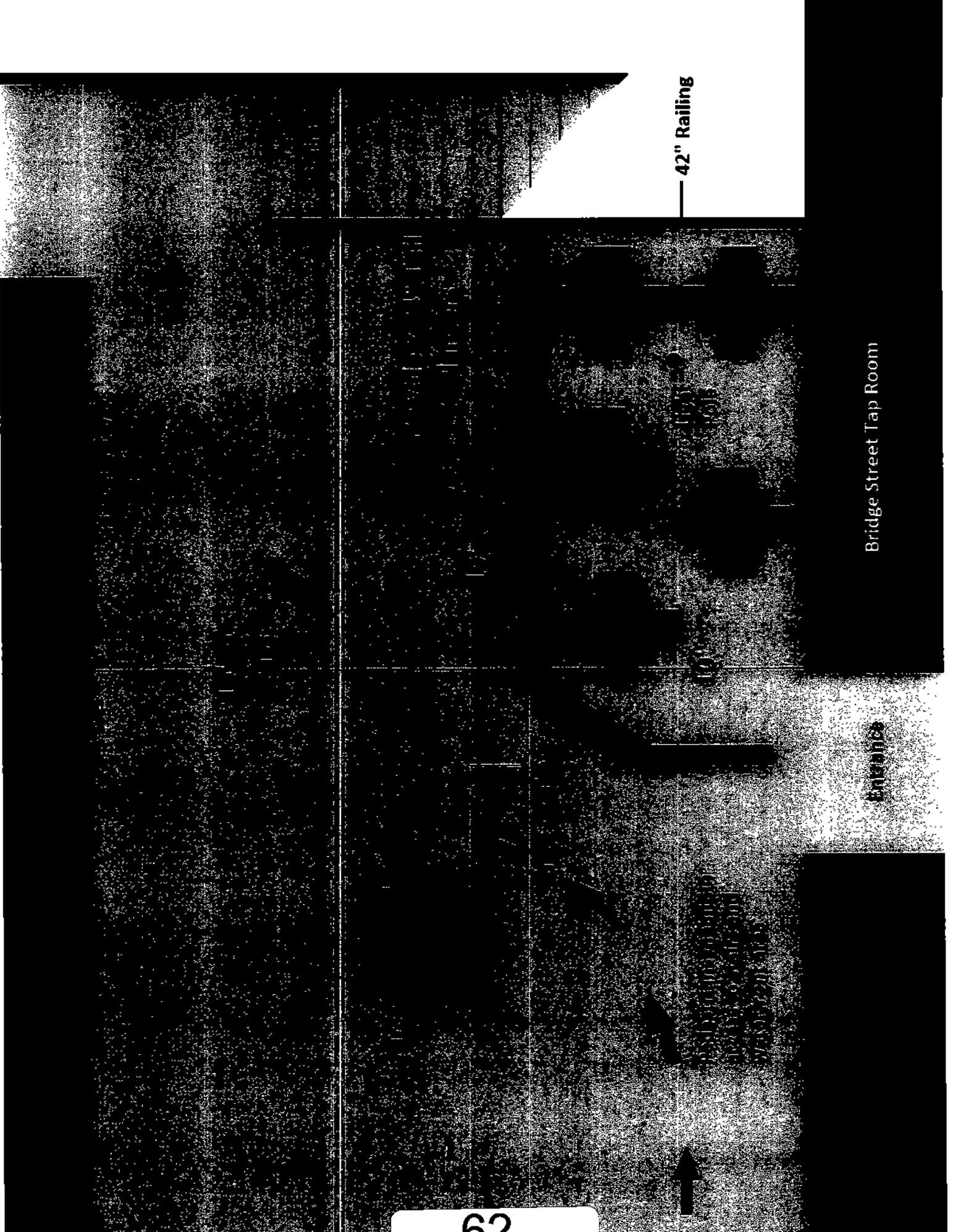
It shall be unlawful for any person to consume alcoholic beverages in any part of any park which lies within one thousand (1,000) feet of U.S. Highway 31, except that such restriction does not extend to privately owned vessels moored in the yacht basin nor does it extend to any specific function authorized by the city manager, provided, however, that any person or persons or legal entity authorized to control any playground, recreational area or athletic field covered by this chapter which property is not owned, leased or rented by the City of Charlevoix, may extend authority to consume alcoholic beverages on said premises, upon written notification to the city manager.

42" Railing

Bridge Street Tap Room

Entrance

Washington Building
1000 1st St. S.
Seattle, WA 98104





**CITY OF CHARLEVOIX
RESOLUTION NO. 2014-06-XX**

**APPROVAL OF AN OUTDOOR SEATING AREA TO SERVE FOOD AND ALCOHOLIC BEVERAGES FOR THE
BRIDGE STREET TAP ROOM.**

WHEREAS, in accordance with the Cool Cities initiatives, the City of Charlevoix is supportive of outdoor dining experiences, which provides restaurants an incentive to invest in Charlevoix and an enjoyable experience for our residents and visitors; and

WHEREAS, the City permits other restaurants to have outdoor seating on City property where patrons can be served food and alcohol, provided that this use is permitted by the Michigan Liquor Control Commission and the Michigan Department of Transportation; and

WHEREAS, the City finds that the sidewalk area adjacent to the building is unused and the outdoor seating area will not interfere with pedestrian movement; and

WHEREAS, the patrons of the Bridge Tap Room and the general public are not permitted to consume alcoholic beverages outside of the seating area unless it is during an event authorized by City Council; and

NOW THEREFORE, BE IT RESOLVED, that the City of Charlevoix authorizes the Bridge Street Tap Room to provide outdoor seating and to serve food and alcoholic beverages within that seating area based on the attached site plan.

RESOLVED this __ day of June, A.D. 2014.

Yeas:

Nays:

Absent:

**CHARLEVOIX CITY COUNCIL
AGENDA ITEM**

AGENDA ITEM TITLE: Concession Agreement Approval

DATE: June 2, 2014

PRESENTED BY: Amanda Wilkin

ATTACHMENTS: Proposal/Bid

BACKGROUND INFORMATION: Annie and Jack Russell have submitted a proposal to run the concession stand at Ferry Beach Pavilion for the summer of 2014. If accepted, they would pay a \$50 fee per month to the City. They have combined 50 years of experience in food service and have put together a suitable plan for Ferry Beach concession stand.

The Russell's ran the concession stands at Michigan Beach and Carpenter Ballfields in 2013, and did a great job as they were open for serving the public during the day as well as kept the concession stand clean and in good repair.

Please review their bid to see menu items and reference information.

RECOMMENDATION: To approve the proposal from Northern Visions (Jack and Annie Russell) to run the concession at Ferry Beach.

Food and Beverage concession
Bid Opening
City Hall, Main Floor Conference Room

May 9, 2014 – 12:00 p.m.

Bidder Name & Contact Info	Total Cost
Northern Visions Jack and Annie Russell PO Box 393 Charlevoix, MI 49720	See attached letter of introduction

COPY

Concession Stand Ferry Beach RFB

Managers on Duty (operators) – Annie and/and Jack Russell/Cooks

Window/Cashiers – Jack Russell jr (18) – additional person TBD

Jack and Annie Russell have a combined 50 years' experience in all aspects of food service and retail. Both have worked in kitchens, dining rooms, and as managers covering scheduling, hiring and terminating of employees, purchasing, and menu development. Our experience has been locally at the Villager Pub, Great Lakes Whitefish n Chips, Stafford's, King's (remember that one!?), and as previous concession stand operators at Michigan Beach. We love providing positive memories to our Charlevoix locals and visitors.

Our employee is our son (Jack) who is personable, clean, and experienced in customer service. Jack is a graduate of Charlevoix High, has worked at Kmart and previously at the concession and recently went through several weeks of intense training with the USAF at Lackland AFB in TX. Jack is trained in the correct cleaning and sanitizing techniques that are health department approved.

At this time we have no site alterations or improvements in mind short of obtaining a small chest freezer and other assorted personal use equipment. If this is to change at all during the Season we will send our request in writing to the City of Charlevoix.

Our cleaning schedule will be posted with a shift check list and will require nightly sanitizing of all surfaces—floors, cooking equipment, counter tops, etc. Dishes will be hand washed in an approved 3 bay sink with proper sanitizing solution and will be air-dried. Sweeping, wiping, and maintaining a neat and safe environment will be required at all times.

We will provide all required licensing fees, health insurance documents, etc. at the time of our bid's acceptance.

We would like to propose a seasonal bid for the Ferry Beach concession of \$50.00 per month. If accepted, this would result in a total monthly payment *for all 3 concessions* (the ball field, Michigan beach, and ferry beach) of \$300 per month.

We are life-long community members of Charlevoix and value our local friends and neighbors as well as our summer visitors. We can provide numerous personal references along with the 3 professional references provided below-

Mel Morrison – Marion Center Rd (231)675-5402

Mary K Adams – Michigan Ave. (231) 437-0301

Lori Silva – Bridge St GLF ltd (231)547-6118

Proposed Menu— Ferry Beach

From The Grill

Hot Dog - \$2.50

Chilli Dog - \$3.00

Cold Sandwiches

Assorted wraps - \$2.50

Snacks & Drinks

Bag of Chips - .75

Assorted Candy \$1.00 and up

Ice Cream Novelties – \$1.25+

Soda (can) - \$1.00

Bottled Water - \$1.00

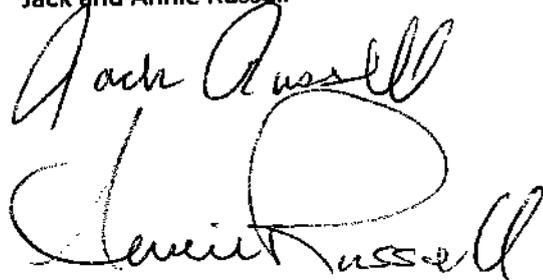
Lemonade - \$1.25

Snow Cones - \$2.00

In closing we would like to thank you for taking the time to consider our proposal. We would love to have the opportunity to operate the concessions for the City of Charlevoix and to be a small part in making our amazing summers all the more enjoyable for our local residents and visitors.

Sincerely,

Jack and Annie Russell

Handwritten signatures of Jack and Annie Russell. The signature for Jack Russell is written above the signature for Annie Russell. Both signatures are in cursive and appear to be in black ink.

ATTACHMENT A

**ACKNOWLEDGMENT OF CERTAIN CONDITIONS
OF FERRY BEACH CONCESSIONAIRE**

In the event of a successful award of contract, proposer acknowledges that:

1. He/She will be able to comply with the insurance provisions of the City of Charlevoix Food Concessionaire Contract, and to timely provide a certificate of insurance.
2. He/She will have in their possession, or will obtain prior to contract commencement, a valid City of Charlevoix business license as well as all other required permit or licenses required by the State of Michigan, Charlevoix County, City of Charlevoix or any other lawful authority.
3. All staff will have a food handlers permit certification.

Proposer:

Business Name Northern Visions
Contact Name Annie Russell
Address P.O. Box 393
Phone# 231 330-2784
Signature Annie M Russell
Date May 2, 2014

BEACH CONCESSION AGREEMENT

AGREEMENT is made this _____ day of _____, 2014 between the CITY OF CHARLEVOIX, a Michigan municipal corporation (the "City"), of 210 State Street, Charlevoix, Michigan 49720, and Jack and Annie Russell ("Concessionaire") PO Box 393, Charlevoix, Michigan 49720 as follows:

In consideration of Concessionaire's payment to the City of \$100 Business License fee at the time of signing this agreement, the City grants to Concessionaire the privilege and right of conducting concession sales on the grounds of the Ferry Avenue Beach Park. The Concessionaire shall pay the City \$50 per month, with \$50 payable on June 15th, July 15th and August 15th. No other business is to be performed on the premises. The electric and water for the concession shall be paid by the City. The Concessionaire is responsible for paying all costs associated with any propane/gas.

1. The space presently set aside for concession sales at the Ferry Avenue Beach Concession building is not being leased to the Concessionaire. The Concessionaire is a licensee and not a lessee thereof. The Concessionaire's shall comply with all of the requirements of this Agreement. If the Concessionaire defaults in strict and prompt performance of any portion of this Agreement, in lieu of terminating this Agreement without cause upon 7 days notice as described below, the City may immediately or at any time after such default close up and take possession of said area designated for and presently utilized for concession sales at said beach concession and any improvements made thereon, and the license to Concessionaire shall be forfeited together with all privileges to occupy or use any part of said area.
2. Concessionaire shall have no authority whatsoever, nor any power to permit any other person or party to have any interest in or use any part of the premises, building space, or space covered by this concession for any purpose whatsoever. It is the purpose of this Agreement to grant said concession and privilege solely to the Concessionaire and neither directly nor indirectly to any other person or party.
3. Concessionaire shall supply and have ready for sale sufficient quantities of food and drink to satisfy the demands of the patrons of the Ferry Avenue Beach Concessions on Sundays, Mondays, Wednesdays, Fridays and Saturdays; the Concessionaire may be open on Tuesdays and Thursdays, if staffing is available, beginning **Sunday, June 1, 2014** and ending **Labor Day, September 1, 2014**. The Concessionaire to operate all features of such concession commencing at no later than 11:30 a.m. daily opening, and no later than 9:00 p.m. for closing, if business permits. Either party may terminate this Agreement without cause upon 7 days written notice to the other party. This Agreement, which includes the license granted by this Agreement, shall terminate on September 1, 2014.

4. It shall be the responsibility of the Concessionaire to maintain the premises in a clean and neat fashion, to assume maintenance of the grounds in the immediate area of the beach concession with respect to any paper, wrappings, or other evidence of concession sales and to insure the efficient operation of said concession by staffing with responsible employees. It shall be the duty of the Concessionaire to inspect the premises, including building, equipment, grounds and appurtenances and promptly report in writing to the City Manager or Street Superintendent any portion of the premises in need of repair.
5. Concessionaire, as well as any persons named above, shall be personally responsible for the management of said concession including but not limited to such important management functions as maintenance of inventory, security of premises, and designation of qualified and responsible employees of Concessionaire.
6. Concessionaire shall at their own cost and expense procure all necessary licenses and official permits necessary for carrying out the provisions of this Agreement, with the exception that the City of Charlevoix shall obtain the Michigan Public Health Department license and the Concessionaire shall comply with the terms of the Michigan Public Health Department license and the applicable sections of the Public Health Code during the term of this Agreement.
7. All notices and orders given to Concessionaire shall be served by delivering a copy thereof to them in person, or by leaving same addressed to Concessionaire at the Ferry Avenue Beach Concession with any person then in charge of same.
8. Concessionaire shall conduct the business of the Ferry Avenue Beach Concession at all times in a courteous, respectful and business-like manner, and the premises shall be kept in a neat, clean and sanitary manner.
9. The CITY OF CHARLEVOIX agrees that it will not, during the existence of this Agreement grant like or similar privileges hereby granted to any other person(s) or corporations to locate and/or operate at the Ferry Avenue Beach Concession, with the exception that additional concessionaires will be permitted during the Venetian Festival which will include the following dates from July 19th to July 26th, 2014, inclusive.
10. Concessionaire shall not improve or alter the improvements set aside for concession sales at the Ferry Avenue Beach Concession in any manner without the prior written consent of the Manager of the City of Charlevoix. All

improvements or alterations so approved and erected or made on the premises shall belong to the City upon expiration or sooner termination of this Agreement.

11. The CITY OF CHARLEVOIX shall not be liable, and Concessionaire waives all claims, for injury or damage to persons or property sustained by Concessionaire or any occupant of the space presently set aside for concession sales at the Ferry Avenue Beach Concession and surrounding areas resulting from:
 - (A) Any part of the building, equipment, or appurtenances in the space set aside at the Ferry Avenue Beach Concession as afore described in need of repair, unless the Concessionaire has reported the need of repair as required by paragraph 4;
 - (B) Any injury or damage resulting directly or indirectly from any act or negligence of Concessionaire.

12. Concessionaire indemnifies the City against all liability, loss, costs, damage, or expense sustained by the City, including reasonable attorney fees and other expenses of litigation arising prior to the termination of this Agreement even if such claims are made after the termination of this Agreement:

- (A) On account of or which relate to the Concessionaire's exercise of the rights and privileges granted in this Agreement; and/or
- (B) Arising out of, or directly or indirectly due to, any failure of Concessionaire in any respect promptly and faithfully to satisfy their obligations under this Agreement.

This indemnification provision shall be effective regardless of whether such claims are proximately caused by an act or omission of the Concessionaire (such as a food-related illness that the Concessionaire asserts was caused by a supplier or other third party) and regardless of any such claims resulted from a wrongful act or omission of the Concessionaire. As used in this Agreement, "claims" include, but are not limited to any damage to real or personal property and the injury, illness or death of a person or animal.

13. The City shall not be responsible for any claims arising from any act or omission in connection with the Concessionaire's operation, management or maintenance of any equipment or facilities on the space set aside for concession sales at the Ferry Avenue Beach Concession. Concessionaire shall assume all of such liability and indemnify the City against any liability arising there from. The Concessionaire shall inspect all equipment owned by the City and which is being used by the Concessionaire and shall promptly notify the City in writing if any repairs are needed. If repairs are needed to any equipment, then such equipment shall not be used without written permission of the City until all repairs have been made.

14. The City shall have no obligation to issue a new license to Concessionaire or enter into a new agreement with Concessionaire in the future.

15. The Concessionaire shall under go a standard background check as is required by all City employees or volunteers who have contact with the public. If the results of that background check are unsatisfactory to the City, then City may terminate this contract immediately and without prior notice. This shall be in addition to the right of either party to terminate this contract as described in paragraph 3.

16. The Concessionaire shall not employ or accept the services of another person as a volunteer on the premises unless the person has been approved in advance by the City. Any person whom the Concessionaire proposes to perform services on the premises shall undergo a standard background check as is required by all City employees or volunteers who have contact with the public.

17. The City of Charlevoix owns a stove hood and an old cooler at the Ferry Beach Concession.

CITY OF CHARLEVOIX

Dated: _____

By: _____

Robert Straebel

Its: City Manager

CONCESSIONAIRE

Dated: _____

By: _____

Jack Russell

By: _____

Annie Russell

**CHARLEVOIX CITY COUNCIL
AGENDA ITEM**

AGENDA ITEM TITLE: Consideration to approve invoice from MDC Contracting

DATE: June 2, 2014

PRESENTED BY: Pat Elliott

ATTACHMENTS: Invoice from MDC Contracting

BACKGROUND INFORMATION: As Council is aware we had a two block section of water main on State St. that was damaged this winter due to the extreme cold weather, and the subsequent freezing of this water main. Due to the emergency situation and the need to supply water to the residents within this two block section staff received an estimate from MDC Contracting and entered into a time and material agreement based on their published fee schedule for equipment and labor. The original estimate that MDC provided was in the \$70,000.00 range and their final bill was \$52,997.38. See attachment.

As you can see there were significant cost savings compared to the original estimate, and staff feels that this is a fair price for the work completed and the emergency situation we were in. It should also be noted that MDC responded immediately and started construction as soon as all of the materials were available. It should also be noted that MDC did not mark up any of the materials that they purchased for this project. Typically there would be at least a 10% mark up.

In addition to replacing the water main that was compromised we also upsized the pipe from the existing 4 inch cast iron to an 8 inch ductile iron, buried the new water main to a depth of 6 plus feet and eliminated a section of water main that was installed in the early 1900's. The new water main was installed based on current City standards and will not have to be upgraded when the larger State Street infrastructure project is completed.

RECOMMENDATION: It is staff's recommendation that we accept the invoice as provided by MDC Contracting and issue a check for \$52,997.38



MDC CONTRACTING, LLC

Equal Opportunity Employer

5481 US 31 South
 Charlevoix, MI 49720
 (231) 547-6595
 Fax (231) 547-9171

INVOICE

NO. 14065

TO: City of Charlevoix
210 State Street
Charlevoix, MI 49720
Attn: Pat Elliot

DATE 8-May-14

JOB NO. 314007

JOB NAME Frozen Water Main Repairs

JOB LOCATION Charlevoix

TERMS

	DESCRIPTION	PRICE	AMOUNT
	MDC Contracting performed the following work to repair frozen water mains under City of Charlevoix project number: "80 FREEZE"		
	STATE STREET - HURLBUT TO LINCOLN		
	<u>Monday, April 14</u>		
1.5 hr	Train	\$115.00	\$172.50
8.5 hr	Lowboy Trailer	\$120.00	\$1,020.00
3.5 hr	Superintendent	\$69.00	\$241.50
20.0 cyd	Sand	\$3.00	\$60.00
	<u>Tuesday, April 15</u>		
8.5 hr	Komatsu PC 200 Excavator	\$125.00	\$1,062.50
4.5 hr	4 cy Loader	\$115.00	\$517.50
4.0 hr	ASV Positrak	\$105.00	\$420.00
16.5 hr	Train	\$115.00	\$1,897.50
5.5 hr	Superintendent	\$69.00	\$379.50
31.0 hr	Laborer	\$38.00	\$1,178.00
275.0 cyd	Sand	\$3.00	\$825.00
	<u>Wednesday, April 16</u>		
14.0 hr	Komatsu PC 200 Excavator	\$125.00	\$1,750.00
4.5 hr	4 cy Loader	\$115.00	\$517.50
4.0 hr	ASV Positrak	\$105.00	\$420.00
1.5 hr	Bomag Smooth Drum Roller	\$95.00	\$142.50
20.5 hr	Train	\$115.00	\$2,357.50
0.5 hr	Lowboy Trailer	\$120.00	\$60.00
10.5 hr	Superintendent	\$69.00	\$724.50
3.5 hr	Operator	\$48.00	\$168.00
30.0 hr	Laborer	\$38.00	\$1,140.00
325.0 cyd	Sand	\$3.00	\$975.00

Sub Total (pg. 1) \$16,029.00

MDC CONTRACTING, LLC

Equal Opportunity Employer

INVOICE

NO. 14065

5481 US 31 South
 Charlevoix, MI 49720
 (231) 547-6595
 Fax: (231) 547-9171

TO: City of Charlevoix
210 State Street
Charlevoix, MI 49720
Attn: Pat Elliot

DATE 8-May-14

JOB NO. 314007

JOB NAME Frozen Water Main Repairs

JOB LOCATION Charlevoix

TERMS

	DESCRIPTION	PRICE	AMOUNT
	MDC Contracting performed the following work to repair frozen water mains under City of Charlevoix project number: "80 FREEZE"		
	<u>Thursday, April 17</u>		
13.0 hr	Komatsu PC 200 Excavator	\$125.00	\$1,625.00
3.0 hr	4 cy Loader	\$115.00	\$345.00
5.0 hr	ASV Positrak	\$105.00	\$525.00
1.5 hr	Bomag Smooth Drum Roller	\$95.00	\$142.50
19.5 hr	Train	\$115.00	\$2,242.50
10.0 hr	Superintendent	\$69.00	\$690.00
4.0 hr	Operator	\$48.00	\$192.00
30.0 hr	Laborer	\$38.00	\$1,140.00
215.0 cyd	Sand	\$3.00	\$645.00
	<u>Monday, April 21</u>		
1.0 hr	Lowboy Trailer	\$120.00	\$120.00
2.0 hr	Superintendent	\$69.00	\$138.00
2.0 hr	Laborer	\$38.00	\$76.00
	<u>Tuesday, April 22</u>		
3.0 hr	Superintendent	\$69.00	\$207.00
	<u>Wednesday, April 23</u>		
12.5 hr	Komatsu PC 200 Excavator	\$125.00	\$1,562.50
2.0 hr	4 cy Loader	\$115.00	\$230.00
3.0 hr	ASV Positrak	\$105.00	\$315.00
10.0 hr	Train	\$115.00	\$1,150.00
1.5 hr	Lowboy Trailer	\$120.00	\$180.00
11.0 hr	Superintendent	\$69.00	\$759.00
7.5 hr	Operator	\$48.00	\$360.00
11.0 hr	Laborer	\$38.00	\$418.00
89.0 cyd	Sand	\$3.00	\$267.00

Sub Total (pg. 2) \$13,329.50

MDC CONTRACTING, LLC

Equal Opportunity Employer

INVOICE

NO. 14065

5481 US 31 South
 Charlevoix, MI 49720
 (231) 547-6595
 Fax: (231) 547-9171

TO: City of Charlevoix
210 State Street
Charlevoix, MI 49720
Attn: Pat Elliot

DATE 8-May-14

JOB NO. 314007

JOB NAME Frozen Water Main Repairs

JOB LOCATION Charlevoix

TERMS

	DESCRIPTION	PRICE	AMOUNT
	MDC Contracting performed the following work to repair frozen water mains under City of Charlevoix project number: "80 FREEZE"		
	<u>Thursday, April 24</u>		
9.5 hr	Komatsu PC 200 Excavator	\$125.00	\$1,187.50
2.0 hr	4 cy Loader	\$115.00	\$230.00
4.0 hr	ASV Positrak	\$105.00	\$420.00
8.0 hr	Train	\$115.00	\$920.00
9.5 hr	Superintendant	\$69.00	\$655.50
9.5 hr	Operator	\$48.00	\$456.00
3.5 hr	Laborer	\$38.00	\$133.00
70.0 cyd.	Sand	\$3.00	\$210.00
140.0 cyd	22A Gravel	\$7.80	\$1,092.00
	<u>Friday, April 25</u>		
4.5 hr	Komatsu PC 200 Excavator	\$125.00	\$562.50
4.0 hr	4 cy Loader	\$115.00	\$460.00
2.0 hr	ASV Positrak	\$105.00	\$210.00
3.0 hr	Bomag Smooth Drum Roller	\$95.00	\$285.00
2.5 hr	Train	\$115.00	\$287.50
2.5 hr	Lowboy Trailer	\$120.00	\$300.00
5.5 hr	Superintendant	\$69.00	\$379.50
2.0 hr	Operator	\$48.00	\$96.00
5.5 hr	Laborer	\$38.00	\$209.00
	<u>Monday, April 28</u>		
4.5	4 cy Loader	\$115.00	\$517.50
9.0	ASV Positrak	\$105.00	\$945.00
2.5	Bomag Smooth Drum Roller	\$95.00	\$237.50
7.0	Train	\$115.00	\$805.00
2.0	Lowboy Trailer	\$120.00	\$240.00
4.5	Laborer	\$38.00	\$171.00
35.0 cyd	Sand	\$3.00	\$105.00
198.0 cyd	22A Gravel	\$7.80	\$1,544.40
1.0 ea	Pipe Materials	\$10,979.98	\$10,979.98

Sub Total (pg. 3) \$23,638.88
Grand Total \$52,997.38

**CHARLEVOIX CITY COUNCIL
AGENDA ITEM**

AGENDA ITEM TITLE: Consideration to approve proposal from Rieth-Riley

DATE: June 2, 2014

PRESENTED BY: Pat Elliott

ATTACHMENTS: Proposal submitted by Rieth-Riley

BACKGROUND INFORMATION: Due to the frozen water mains and the subsequent repairs of those water mains, we are now at the point to re-pave those areas that have been excavated. We received two quotes for this work, one from MDC Contracting and one from Rieth-Riley. The pricing by both contractors were essentially the same, but the schedules for completion by the two companies were significantly different. Rieth-Riley was able to commit to completing the work prior to June 1, 2014, while MDC Contracting could not commit to completing the work prior to the third week in June. MDC's completion date was based on prior commitments and equipment availability.

The proposal from Rieth-Riley is based on \$107.00 per ton plus a \$2000.00 mobilization fee. This includes saw cutting, fine grading, laying and compacting the asphalt. We estimate that there is approximately 286 tons, to complete the road repair work on Nettleton, Nichols and State Street. The actual tonnage will be tracked by staff through load tickets on each truck delivering asphalt. Therefore the final invoice may vary based on actual tons of asphalt placed.

RECOMMENDATION: It is staff's recommendation that we accept the proposal as presented by Rieth-Riley at a cost of \$107.00 per ton, plus a \$2,000.00 mobilization fee. The total final cost will be based on actual tons of asphalt placed.



"100% Employee Owned"

PROPOSAL

06795 U.S. 31 NORTH
 CHARLEVOIX, MI 49720
 www.rieth-riley.com

OFFICE: (231) 439-5757 FAX: (231) 347-8862

Submitted To:

Date: May 19, 2014

City of Charlevoix
 Attn: Pat Elliot
 210 State Street
 Charlevoix, MI 49720

Job Name: City of Charlevoix Patching
Location: 210 State Street
 Charlevoix, MI 49720

Rieth-Riley Construction Co., Inc ("Contractor") submits to Owner/ General Contractor ("Customer") this Proposal based on plans and specifications prepared by n/a and dated n/a and the following addenda, if any: n/a

Included

Yes/No	Item of Work	Quantity	Unit	Description of Items
Yes	Mobilization	1	Each	Grading & Paving
Yes	Excavation	144	Cyd	Up to 3" of existing gravel
Yes	Fine Grade and Compact	1730	Syd	Prepare the gravel for paving
Yes	Bituminous Paving	286	Tons	3.0 Inch Two lifts
Yes	Sawcutting asphalt	1	LSUM	As needed.

Notes:

- Pricing is based on sawcutting/squaring up patches, notching down gravel for 3" of asphalt and paving in two lifts.
- Assumes existing gravel base (after excavation) to be adequate.
- All excavated materials to be hauled off-site.
- Proposal does not include excavation greater than 3", gravel, permits, bonds, inspection, testing, or flag control.
- Pricing does not include incidental HMA, all HMA placed to be paid at stated pricing.

Mobilization.....	\$2,000.00
Unit Price for 4E1 Asphalt.....	\$107.00 / ton
Unit Price for "Charlevoix" 13A/36A asphalt.....	\$115.00 / ton

THIS PROPOSAL SHALL REMAIN VALID ONLY FOR 15 DAYS FROM THE ABOVE PROPOSAL DATE.

Rieth Riley Construction Co., Inc.

THIS PROPOSAL INCLUDES ALL OF THE STANDARD TERMS & CONDITIONS SET FORTH ON THE REVERSE SIDE OF THIS DOCUMENT.

By: Michael G. Ellwanger

Mike Ellwanger, Project Manager
 mellwanger@rieth-riley.com



ACCEPTANCE OF PROPOSAL

I (we) have read the above Proposal, including the standard terms & conditions on the reverse side, and hereby accept this Proposal. You are hereby authorized to begin the work as proposed.

City of Charlevoix

By: _____
 (Authorized Signature)

 (Date Signed)

 (Printed Name & Title)

CHARLEVOIX CITY COUNCIL

AGENDA ITEM

AGENDA ITEM TITLE: Consideration to Approve POLC Union Contract

DATE: June 2, 2014

PRESENTED BY: Rob Straebel

- ATTACHMENTS:**
1. Copy of the Contract Showing Revisions
 2. Proposed Union Contract

BACKGROUND INFORMATION: On May 21th, 2014 POLC Union Employees voted to ratify the attached union contract. This tentative agreement was the result of mediation that took place on May 16, 2014. As in previous negotiations, the City did not include legal counsel in the negotiations and incurred only minimal legal expenses. Special thanks to the management team of Jennifer Nash, Joe Zielinski and Patty DeRosia.

The proposed three-year contract will be effective June 1, 2014 as this coincides with the beginning of a pay period. The contract establishes a 4% salary increase over three years with a 1% "Consolidation of Services Bonus" soon after ratification.

There is a 90%-10% City/Employee health insurance cost share (includes dental and vision as well as any taxes and fees associated with the Affordable Care Act). This replaces the "health insurance caps" the City has used in previous contracts. The contract also reduces the employee health care opt-out amount from \$3,500 to \$3,000. We have also clarified contract language on what qualifies as overtime and other payroll issues.

The draft contract showing revisions include proposed deleted language with a ~~strikerough~~ and additional language highlighted in yellow with capital letters.

RECOMMENDATION: Motion to Approve POLC Contract Dated June 1, 2014-March 31, 2014.

A G R E E M E N T

between

City of Charlevoix

and

*Police Officers
Labor Council*

~~April 1, 2011 – March 31, 2014~~
June 1, 2014 – March 31, 2017

TABLE OF CONTENTS

PURPOSE AND INTENT		1
RECOGNITION		
Collective Bargaining Unit	Section 1.1	1
Union Activity	Section 1.2	1
UNION SECURITY AND CHECK OFF		
Union Membership	Section 2.1	1
Union Dues	Section 2.2	2
MANAGEMENT RIGHTS	Section 3.1	2
GRIEVANCE PROCEDURE		
Grievance Definition	Section 4.1	3
Grievance Steps	Section 4.2	3
Arbitration Request	Section 4.3	4
Selection of Arbitrator	Section 4.4	4
Arbitrator's Powers	Section 4.5	4
Time Limitations	Section 4.6	4
DISCIPLINARY PROCEDURE		
Just Cause	Section 5.1	4
Forum Waiver	Section 5.2	5
NO STRIKE – NO LOCKOUT	Section 6.1	5
	Section 6.2	5
SENIORITY		
Seniority Definition	Section 7.1	5
Probationary Period	Section 7.2	6
Seniority List	Section 7.3	6
Loss of Seniority	Section 7.4	6
Layoff Procedure	Section 7.5	6
LEAVES OF ABSENCE		
Personal Leave of Absence	Section 8.1	7
National Guard/Reserve Leave	Section 8.2	7
Military Leave	Section 8.3	7
Funeral Leave	Section 8.4	7
Seniority During Leaves of Absence	Section 8.5	7
SICK LEAVE AND SHORT-TERM DISABILITY PROGRAM		
Sick Leave Credit	Section 9.1	7
Use of Accumulated Sick Leave Credits	Section 9.2	8
Sick Leave Eligibility	Section 9.3	9
Short-Term Disability Program	Section 9.4	10
Use of Accumulated Sick Leave	Section 9.5	10
Sick Leave Bank	Section 9.6	11
Sick Leave Payout	Section 9.7	11
Pro-rata Sick Leave Allotment	Section 9.8	11

PHYSICAL FITNESS		
Medical Examinations	Section 10.1	11
WORKWEEK		
Tour of Duty	Section 11.1	12
Overtime	Section 11.2	12
Call-in/Call-out	Section 11.3	12
Training and Travel	Section 11.4	13
CLASSIFICATIONS AND WAGES	Section 12.1	13
EMPLOYMENT CONDITIONS		
Personnel Policies and Procedures	Section 13.1	13
HOLIDAYS		
Recognized Holidays	Section 14.1	13
Holiday Eligibility	Section 14.2	14
Holiday Pay	Section 14.3	14
Holiday During Vacation	Section 14.4	14
Personal Leave	Section 14.5	14
VACATIONS		
Vacation Eligibility	Section 15.1	15
Vacation Scheduling	Section 15.2	15
Summer Vacations	Section 15.3	16
Vacation Accumulation	Section 15.4	16
MISCELLANEOUS		
Rules and Regulations	Section 16.1	16
Bulletin Board	Section 16.2	16
Health Insurance	Section 16.3	16
Life Insurance	Section 16.4	1817
Pension Plan	Section 16.5	18
Uniforms	Section 16.6	18
Residence	Section 16.7	18
Captions	Section 16.8	1918
Gender	Section 16.9	1918
Agreement Copies	Section 16.10	1918
Validity	Section 16.11	1918
Waiver	Section 16.12	1918
Liability Insurance – Civil/Criminal	Section 16.13	19
Drug Free Workplace	Section 16.14	19
Longevity	Section 16.15	2524
Emergency Manager Act	Section 17.1	2524
DURATION OF AGREEMENT		
Termination	Section 18.1	2524
APPENDIX A		
CLASSIFICATIONS AND WAGE RATES		
APPENDIX B		
VACATION SCHEDULE		

INDEX

Subject	Section	Page
Agreement Copies	16.10	4918
Arbitration Request	4.3	4
Arbitrator's Powers	4.5	4
Bulletin Board	16.2	16
Call-in/Call-out	11.3	12
CLASSIFICATION AND WAGES		13
Classifications and Wages	12.1	13
Collective Bargaining Unit	1.1	1
Captions	16.8	4918
DISCIPLINARY PROCEDURE		54
Drug Free Workplace	16.14	19
Drug Free Workplace – Employee Testing	16.14(e)(3)	2221
Drug Free Workplace – Enforcement of Policy	16.14(e)	2420
Drug Free Workplace – Policy Administration	16.14(h)	24
Drug Free Workplace – Policy Application	16.14(b)	2019
Drug Free Workplace – Policy Statement	16.14(a)	2019
Drug Free Workplace – Prohibited Conduct	16.14(d)	2022
Drug Free Workplace – Prohibited Substances	16.14(c)	2020
Drug Free Workplace – Violations of Policy	16.14(f)	2322
Drug Free Workplace – Voluntary Assistance	16.14(g)	23
DURATION OF AGREEMENT		2524
Emergency Manager Act	17.1	2524
EMPLOYMENT CONDITIONS		13
Forum Waiver	5.2	5
Funeral Leave	8.4	7
Gender	16.9	4918
Grievance Definition	4.1	3
GRIEVANCE PROCEDURE		3
Grievance Steps	4.2	3
Health Insurance	16.3	16
Health Insurance – Monthly Premiums	16.3(a)	16
Health Insurance – Opt-Out Reimbursement	16.3(d)	4817
Health Insurance – Plans and Benefits	16.3(b)	4716
Health Insurance – Section 125 Plan	16.3(c)	4817
Holiday During Vacation	14.4	14
Holiday Eligibility	14.2	14
Holiday Pay	14.3	14
HOLIDAYS		13
Just Cause	5.1	4
Layoff Procedure	7.5	6
LEAVES OF ABSENCE		7
Liability Insurance – Civil/Criminal	16.13	19

Subject	Section	Page
Life Insurance	16.4	1817
Longevity	16.15	2524
Loss of Seniority	7.4	6
MANAGEMENT RIGHTS		2
Managements Rights	3.1	2
Medical Examinations	10.1	11
Military Leave	8.3	7
MISCELLANEOUS		16
National Guard/Reserve Leave	8.2	7
NO STRIKE – NO LOCKOUT	6.1 & 6.2	5
Overtime	11.2	12
Pension Plan	16.5	18
Personal Leave	14.5	14
Personal Leave of Absence	8.1	7
Personnel Policies and Procedures	13.1	13
PHYSICAL FITNESS		11
Probationary Period	7.2	6
Pro-rata Sick Leave Allotment	9.8	11
PURPOSE AND INTENT		1
RECOGNITION		1
Recognized Holidays	14.1	13
Residence	16.7	18
Rules and Regulations	16.1	16
Selection of Arbitrator	4.4	4
SENIORITY		65
Seniority Definition	7.1	5
Seniority List	7.3	6
Seniority During Leaves of Absence	8.5	7
Short-Term Disability Program	9.4	10
SICK LEAVE AND SHORT-TERM DISABILITY PROGRAM		7
Sick Leave Bank	9.6	11
Sick Leave Credit	9.1	7
Sick Leave Eligibility	9.3	9
Sick Leave Pay Out	9.7	11
Summer Vacations	15.3	16
Termination	18.1	2524
Time Limitations	4.6	4
Tour of Duty	11.1	12
Training and Travel	11.4	13
Uniforms	16.6	18
Union Activity	1.2	1
Union Dues	2.2	2
Union Membership	2.1	1

Subject	Section	Page
UNION SECURITY AND CHECK OFF		1
Use of Accumulated Sick Leave	9.5	10
Use of Accumulated Sick Leave Credits	9.2	8
Vacation Accumulation	15.4	16
Vacation Eligibility	15.1	15
VACATIONS		15
Vacation Scheduling	15.2	15
Validity	16.11	4918
Waiver	16.12	4918
WORKWEEK		12
APPENDIX A – CLASSIFICATIONS AND WAGE RATES	Appendix A	
APPENDIX B – VACATION SCHEDULE	Appendix B	

AGREEMENT

This AGREEMENT entered into this 7th 1st day of ~~November 2014~~ June 2014, 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 and firefighters with respect to wages, hours, and other conditions of employment in the Fire and Police Departments, excluding the Fire Chief, 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.

UNION SECURITY AND CHECK OFF

Section 2.1. Union Membership.

(a) It is understood and agreed that all present employees covered by this Agreement, who are members of the Union, will remain members in good standing for the duration of this Agreement or cause to be paid to the Union a representation fee equivalent to their fair share of the Union's cost of negotiating and administering this Agreement as determined by the Union. All present employees covered by this Agreement who, on the effective date thereof, were not members of the Union will become and remain members in good standing of the Union within thirty-one (31) days after the execution of this Agreement, or cause to be paid to the Union a representation fee equivalent to their fair share of the Union's cost of negotiating and administering this Agreement as determined by the Union. All employees covered by this Agreement and who are hired after the effective date will become and remain members of the Union in good standing or pay a representation fee equivalent to their fair share of the cost of negotiating and administering this Agreement as determined by the Union upon the completion of their probationary period.

(b) 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.

Section 2.2. Union Dues. For all those employees who are or become members of the Union and who presently execute payroll deduction authorization cards therefore, the provisions of which must conform to the legal requirements imposed by state law, the City agrees to deduct from the first paycheck of each month the regular monthly dues in the amounts certified to the City by the Union within fifteen (15) calendar days thereafter.

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.

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 Federal Mediation and Conciliation Service. 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 reprimand, 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 and firefighters 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 ~~two (2)~~ ONE (1) years, 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 actually worked two thousand eighty (2080) regular straight-time hours. All new firefighters will be probationary employees until they have actually worked two thousand nine hundred twelve (2912) hours. 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. National Guard/Reserve 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.

Section 8.3. Military Leave. 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 Selective Service Training 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, brother, mother-in-law, father-in-law and grandparents of employee or spouse. 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.

SICK LEAVE AND SHORT-TERM DISABILITY PROGRAM

Section 9.1. Sick Leave Credit.

Probationary Police Officer - After working for three (3) months, the probationary police officer will be credited with 16 hours of paid sick leave and thereafter will accumulate 4 hours each month for the remainder of the probationary period.

After the police officer completes the probationary period, any further accumulation of sick leave through the end of that calendar year will be prorated based on 4.7 hours per month.

Probationary Firefighter - After working for three (3) months, the probationary firefighter will be credited with 22.4 hours of paid sick leave and thereafter will accumulate 5.6 hours each month for the remainder of the probationary period.

After the firefighter completes the probationary period, any further accumulation of sick leave through the end of that calendar year will be prorated based on 6.5 hours per month.

Non-Probationary Police Officer - On January 1 of each year, a police officer who has completed the probationary period will be credited with 96 hours of paid sick leave. If the number of unused paid sick leave hours available from the previous year exceeds 152 hours, then the employee will be paid for half of those hours in excess of 152 at the employee's regular hourly rate of pay. Unused sick leave credits may be accumulated from year-to-year up to a maximum of 248 hours (152 hours plus 96 hours).

Non-Probationary Firefighter - On January 1 of each year, a firefighter who has completed the probationary period will be credited with 134.4 hours of paid sick leave. If the number of unused paid sick leave hours available from the previous year exceed 212.8 hours, then the employee will be paid for half of those hours in excess of 212.8 at the employee's regular hourly rate of pay. Unused sick leave credits may be accumulated from year-to-year up to a maximum of 347.2 hours (212.8 hours plus 134.4 hours).

(a) All earned and unused sick leave accumulated prior to January 1, 1999, the effective date of this new sick leave program provided in this Section, will be frozen in a separate account for the employee. The employee will not be required to use such frozen accumulated sick leave prior to drawing benefits from the City's self-insured short-term disability program in Section 9.4. Employees who retire under the City's retirement program will be paid one-half of their accumulated unused sick leave from their frozen account up to a maximum of 40 days. Any payout of frozen sick leave credits will be at the rate of pay the employee was receiving on the day preceding January 1, 1999, and, except for purposes of Section 9.2(b) only, frozen sick leave credits when used will not be aggregated to increase this frozen sick leave rate of pay.

(b) For conversion purposes in freezing accumulated sick leave, a "day" will equal 8 hours for police officers, and a "day" will equal 11.2 hours for firefighters.

Section 9.2. Use of Accumulated Sick Leave Credits. Sick leave may be used at a minimum of one-half 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, or 212.8 hours as applicable). Such lost hours and pay will be deducted from the current accumulated sick leave credits. Where these current accumulated sick leave credits have been exhausted, the employee may use frozen sick leave credits available under Section 9.1(a), which will then be deducted from the employee's frozen sick leave account.

(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 first his/her current accumulated sick leave credits, and thereafter frozen 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. Frozen sick leave credits may be aggregated, including with current accumulated sick leave credits as necessary, to make up the difference in pay. In no case will the employee utilize current and/or frozen accumulated sick leave credits beyond that which is necessary, so that when the supplement from accumulated sick leave is added to worker's compensation benefits, the sum received would equal an amount that the employee would otherwise have received in take home pay had the employee worked his/her regular schedule.

(c) Subject to furnishing proof satisfactory to the City that a critical illness has occurred within the employee's immediate family, an employee may use first his/her current accumulated sick leave credits and thereafter frozen 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 Fire 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 "report of absence from duty" 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 "report of absence from duty" form must be 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 "report of absence from duty" 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. Short-Term Disability Program. The City agrees at its expense to establish and maintain for all eligible employees, a short-term disability program, funded by self-insurance or by an insurance carrier at the City's selection, which will provide weekly benefits equal to 66 2/3% of the employee's base earnings, which was being earned immediately prior to the disability. Benefits are paid under the following terms and conditions, and are not to exceed 26 weeks in any 12 month period:

(a) In order to be eligible for a short-term disability benefit, an employee must have one year of seniority prior to the date of disability.

(b) The employee must first USE SEVEN (7) ~~exhaust all but the equivalent of five (5)~~ work day sick leave credits. The employee may use available frozen sick leave credits consistent with Section 9.1(a). The employee may use vacation credits.

(c) An employee's illness or injury must be non-compensable under the Michigan Worker's Compensation Act.

(d) The employee, as a result of a non-work related illness or injury, is unable to regularly and safely perform the requirements of his/her job classification, and such illness or injury is not attributable to the intemperate use of alcoholic beverages or 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.

(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.

Section 9.5. Use of Accumulated Sick Leave. 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:

(a) 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.

(b) When an employee's absence from work is due to an illness or injury arising out of and in the course of employment by the City and which is compensable under the Michigan Workers' Compensation Act, after the first day of absence necessitated thereby will be entitled to utilize unused paid sick leave credits to make up the difference between the amount of daily benefit to which the employee is entitled under such Act and the amount of daily salary s/he would have received in his/her own job classification had the employee worked, but not to exceed the total amount that the employee would otherwise have received in take home pay had the employee worked his/her regular schedule.

Section 9.6. Sick Leave Bank. When police officer uses one (1) day of sick leave, eight (8) hours are deducted from the yearly bank. When firefighter uses one (1) day of sick leave, eleven and two-tenths (11.2) hours deducted from the yearly bank. Sick leave will be used in increments of not less than one-half (1/2) day.

Section 9.7. 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 9.8. 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.

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 twenty-eight (28) 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 \$40.00 lump sum.

SHIFT EXCHANGES MUST OCCUR WITHIN THE NORMAL 28-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 firefighter's 212 hours in a 28-day work period and a police officer's 160 hours in a 28-day work period. ~~For ease of administration, police officer overtime will be paid each pay period for those hours exceeding 80.~~

(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 twenty-eight (28) 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 - The hourly rate for firefighters will continue to be computed as the annual base salary divided by 2912. The hourly rate for police officers will continue to be computed as the annual base salary divided by 2080. Paid sick time will not be counted as hours worked for the purpose of computing overtime payments. Vacation, personal, 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 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 they are 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.

CLASSIFICATIONS AND WAGES

Section 12.1 The job classifications and the salary 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 and firefighters 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, Good Friday, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, the day after Thanksgiving, the day before Christmas and Christmas 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 (1) to the fact that such day or days occurred during the employee's regularly scheduled vacation or (2) to the fact that the employee's absence on such day or days is of a nature which is compensable under this Agreement.

Section 14.3. Holiday Pay.

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

Firefighters will receive eleven and two-tenths (11.2) hours of pay at the regular straight time hourly rate for each paid holiday not work.

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 pay for the hours worked.

For the purpose of firefighters, a holiday is defined as that period of time between midnight to midnight the following day, except where shifts start and end at 11:00 p.m. and then the time between 11:00 p.m. to 11:00 p.m. the following day applies. Therefore, if the regular work day starts at 8:00 a.m. on the day of the holiday and the employee comes off duty at 8:00 a.m. the following day, the employee will receive time and one-half (1-1/2) for the actual hours worked on the holiday in addition to regular straight time holiday pay.

Section 14.4. Holiday During Vacation. If a holiday falls during an employee's vacation, the day is counted as a ~~holiday~~ VACATION and not as a ~~vacation-day~~ HOLIDAY.

Section 14.5. Personal Leave. Employees, except for firefighters hired on or after July 1, 1989, receive three (3) personal leave days per calendar year. Firefighters hired on or after July 1, 1989 will be compensated at their regular wage for two (2) personal leave days per calendar year. Personal leave days 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. For police officers, a personal day equals eight (8) hours. For firefighters, a personal leave day equals twenty-four (24) hours. Unused personal hours are not paid at termination and do not carry forward to the next calendar year.

VACATIONS

Section 15.1. Vacation Eligibility. Regular full-time employees who have completed twelve (12) or more months of continuous employment with the City since their last hiring date will be entitled to paid vacations as follows:

(a) When an employee completes twelve (12) months of continuous service with the City since the last hiring date, s/he will thereafter be entitled to one (1) week of paid vacation (forty [40] hours of pay for police officers and fifty-six [56] hours for firefighters), provided s/he continues working for the City thereafter. The vacation time off may be taken at any time after completion of the twelve (12) months of continuous service.

(b) Employees who, as of the anniversary date of their last hiring date, have completed two (2) or more years of continuous service with the City will be entitled to two (2) weeks of paid vacation.

(c) Thereafter, Police officers hired prior to July 1, 1989 will accrue additional paid vacation at the rate of one (1) day for each succeeding year until a maximum of twenty-five (25) days is reached during the seventeenth (17th) year of service. Police officers hired after July 1, 1989 will be limited to twenty (20) days - four weeks maximum vacation. Firefighters hired prior to July 1, 1989 will accrue additional paid vacation at the rate of one (1) day for each successive year until a maximum of twenty-one (21) days (7 weeks) is reached. Firefighters hired after July 1, 1989 will be limited to four (4) weeks maximum vacation. (See Appendix B - Vacation Schedule.)

Section 15.2. Vacation Scheduling. Vacation paychecks will be delivered to eligible employees on their last day worked prior to the start of their vacation, provided they make written requests to payroll at least fifteen (15) calendar days in advance of the start of the vacation.

(a) The Chief will determine the number of employees who can be excused from their departments for vacation purposes at any one time.

(b) A maximum of 80 vacation hours for police officers and 112 vacation hours for firefighters 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. Unused and accrued vacation hours are paid upon termination.

~~(c) Vacation time off will not be for periods of less than one (1) week, unless otherwise approved by the Chief in writing.~~

(d) 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.

<u>CITY</u>	<u>EMPLOYEE</u>
90%	10%

THE EMPLOYEE PREMIUM WILL BE WITHHELD THROUGH PAYROLL DEDUCTION. THIS COST SHARING WILL BE EFFECTIVE AFTER RATIFICATION BY THE PARTIES AND WILL REMAIN IN EFFECT FOR THE LIFE OF THE AGREEMENT.

~~For the life of this agreement, the City agrees to pay for eligible employees, up to the following monthly premium amounts (INCLUSIVE OF THE AFFORDABLE HEALTH CARE ACT TAXES AND FEES) for health care insurance, including dental and vision coverage. Health insurance plans and benefits in all regards (excluding the CAPS~~

amounts below) are subject to change under the committee and City selection procedures in subsection (b) (1) of this section. Participating employees will pay, by payroll deduction, all monthly premium amounts in excess of the following City premium payment CAPS and as provided in subsection (a) (1) below:

Effective Date	<u>10/1/11**</u>
Single	<u>\$ 500</u>
Double	<u>\$1,100</u>
Family	<u>\$1,400</u>

*As of September 24, 2011, SB7 (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.

~~(1) Effective October 1, 2011 (or the start of the applicable insurance contract year if different), and as of each subsequent start date of an insurance contract year during the term of this Agreement, in the event that the gross health care insurance premiums cost for the same plan(s) and benefits then in effect increase by greater than ten percent (10%) for the next insurance contract year, then the above CAPS amounts for the next insurance contract year will be increased by fifty percent (50%) of that percentage increase in excess of ten percent (10%). The gross premiums cost includes the combined City and employee premium contributions (total premiums cost) annualized for all City employees, but excluding Employer opt out costs. (Example: As of October 2011 gross premiums cost is \$X for Priority plan(s), and the gross premiums cost for those same plan(s) and benefits as of October 1, 2012, will increase \$X by fifteen percent (15%). Therefore, effective October 1, 2012 for that ensuing insurance contract year, the above CAPS amounts for each subscriber level will be increased by two and one half percent (2.5%): Family \$1400 x 1.025 = \$1,435; 2 Person \$1,100 x 1.025 = \$1,128; etc.)~~

(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 as follows for the employee who elects not to participate in 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.)

Effective Date:	<u>10/1/2014</u>
Opt-Out:	<u>\$3,500/yr = \$291.67/month</u> <u>\$3000/YR = \$250.00/MONTH</u>

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.

Section 16.5 Pension 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. 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 one percent (1%) of the employee's wages, whichever is less. 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.

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 ~~hired after March 17, 1977,~~ 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 Fire and/or 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/firefighters and police and fire 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, fire officers and police and fire management is as follows:

(b) Policy Application.

(1) This policy covers all police officers, firefighters, police and fire 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.
- (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 may be 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 and 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 through the City Manager.

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> <u>As of December 1</u>	<u>Annual Payment</u>
Five (5)	\$100.00
Ten (10)	\$200.00
Fifteen (15)	\$300.00
Twenty (20)	\$400.00
Twenty-five (25)	\$500.00
Thirty (30)	\$600.00

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

Section 17.1 Emergency Manager Act

To the extent required by MCL, 423.215 (7), an Emergency Manager appointed under the Local Government and School District Financial Accountability Act (being, MCL, 141.1501, et seq) may reject modify, or terminate provisions of this collective bargaining agreement as provided in the Local Government and School District Financial Accountability Act. (Mandatory).

DURATION OF AGREEMENT

Section 18.1. Termination. This Agreement will become effective ~~November 7, 2011~~ June 1, 2014, and will remain in full force and effect until 12:01 a.m. March 31, 2014 2017, 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: _____

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>1/1/11</u>	<u>1/16/1/14*</u>	<u>4/1/12</u>	<u>6/1/15</u>	<u>4/1/13</u>	<u>6/1/16</u>
Police Sergeant	\$45,069	\$47,828	\$45,970	\$48,306	\$46,890	\$48,789
Police Officer	\$43,109	\$45,748	\$43,971	\$46,206	\$44,851	\$46,668
Firefighter/Paramedic**	\$43,109	\$45,748	\$43,971	\$46,206	\$44,851	\$46,668
Firefighter	\$41,385	\$43,918	\$42,213	\$44,357	\$43,057	\$44,801
Probationary Police Officer	\$41,385	\$43,918	\$42,213	\$44,357	\$43,057	\$44,801
Probationary Firefighter	\$39,657	\$42,084	\$40,450	\$42,505	\$41,259	\$42,930

*A 1% OFF SCALE, ONE TIME CONSOLIDATION OF SERVICES BONUS WILL BE PAYABLE BY SEPARATE CHECK AFTER RATIFICATIONS BY THE PARTIES. Per PA 54 of 2011 (Imd. Eff. June 8, 2011) wages go into effect as of the signing date of this Agreement.

**Should a Firefighter/Paramedic not maintain a Paramedic License, s/he will be placed at the pay rate of a "Firefighter" effective the date of license expiration.

Additional Annual Salary BONUS LUMP SUM 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. ~~his/her annual salary will increase by the amount listed below.~~ 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.

APPENDIX B

VACATION SCHEDULE FOR EMPLOYEES HIRED BEFORE 7-1-89

AFTER:	1 YR	2 YR	3 YR	4 YR	5 YR	6 YR	7 YR	8 YR	9 YR	10 YR	11 YR	12 YR	13 YR	>>	17 YR
FIRE IN WKS	1.3	2.6	3.0	3.4	3.9	4.3	4.7	5.1	5.6	6.0	6.4	6.9	7.0	>>	7.0
POLICE IN WKS	1.0	2.0	2.2	2.4	2.6	2.8	3.0	3.2	3.4	3.6	3.8	4.0	5.0	>>	5.0
FIRE IN HRS	72	144	168	192	216	240	264	288	312	336	360	384	392	>>	392
POLICE IN HRS	40	80	88	96	104	112	120	128	136	144	152	160	168	>>	200

VACATION SCHEDULE FOR EMPLOYEES HIRED AFTER 7-1-89

AFTER:	1 YR	2 YR	3 YR	4 YR	5 YR	6 YR	7 YR	8 YR	9 YR	10 YR	11 YR	12 YR	>>	17 YR
FIRE IN WKS	1.0	2.0	2.2	2.4	2.6	2.8	3.0	3.2	3.4	3.6	3.8	4.0	>>	4.0
POLICE IN WKS	1.0	2.0	2.2	2.4	2.6	2.8	3.0	3.2	3.4	3.6	3.8	4.0	>>	4.0
FIRE IN HRS	--	112	123	134	146	157	168	179	190	202	213	224	>>	224
POLICE IN HRS	--	80	88	96	104	112	120	128	136	144	152	160	>>	160

A G R E E M E N T

between

City of Charlevoix

and

***Police Officers
Labor Council***

June 1, 2014 – March 31, 2017

TABLE OF CONTENTS

PURPOSE AND INTENT		1
RECOGNITION		
Collective Bargaining Unit	Section 1.1	1
Union Activity	Section 1.2	1
UNION SECURITY AND CHECK OFF		
Union Membership	Section 2.1	1
Union Dues	Section 2.2	2
MANAGEMENT RIGHTS	Section 3.1	2
GRIEVANCE PROCEDURE		
Grievance Definition	Section 4.1	3
Grievance Steps	Section 4.2	3
Arbitration Request	Section 4.3	4
Selection of Arbitrator	Section 4.4	4
Arbitrator's Powers	Section 4.5	4
Time Limitations	Section 4.6	4
DISCIPLINARY PROCEDURE		
Just Cause	Section 5.1	4
Forum Waiver	Section 5.2	5
NO STRIKE – NO LOCKOUT	Section 6.1	5
	Section 6.2	5
SENIORITY		
Seniority Definition	Section 7.1	5
Probationary Period	Section 7.2	6
Seniority List	Section 7.3	6
Loss of Seniority	Section 7.4	6
Layoff Procedure	Section 7.5	6
LEAVES OF ABSENCE		
Personal Leave of Absence	Section 8.1	7
National Guard/Reserve Leave	Section 8.2	7
Military Leave	Section 8.3	7
Funeral Leave	Section 8.4	7
Seniority During Leaves of Absence	Section 8.5	7
SICK LEAVE AND SHORT-TERM DISABILITY PROGRAM		
Sick Leave Credit	Section 9.1	7
Use of Accumulated Sick Leave Credits	Section 9.2	8
Sick Leave Eligibility	Section 9.3	9
Short-Term Disability Program	Section 9.4	10
Use of Accumulated Sick Leave	Section 9.5	10
Sick Leave Bank	Section 9.6	11
Sick Leave Payout	Section 9.7	11
Pro-rata Sick Leave Allotment	Section 9.8	11

PHYSICAL FITNESS		
Medical Examinations	Section 10.1	11
WORKWEEK		
Tour of Duty	Section 11.1	12
Overtime	Section 11.2	12
Call-in/Call-out	Section 11.3	12
Training and Travel	Section 11.4	13
CLASSIFICATIONS AND WAGES	Section 12.1	13
EMPLOYMENT CONDITIONS		
Personnel Policies and Procedures	Section 13.1	13
HOLIDAYS		
Recognized Holidays	Section 14.1	13
Holiday Eligibility	Section 14.2	14
Holiday Pay	Section 14.3	14
Holiday During Vacation	Section 14.4	14
Personal Leave	Section 14.5	14
VACATIONS		
Vacation Eligibility	Section 15.1	15
Vacation Scheduling	Section 15.2	15
Summer Vacations	Section 15.3	16
Vacation Accumulation	Section 15.4	16
MISCELLANEOUS		
Rules and Regulations	Section 16.1	16
Bulletin Board	Section 16.2	16
Health Insurance	Section 16.3	16
Life Insurance	Section 16.4	17
Pension Plan	Section 16.5	18
Uniforms	Section 16.6	18
Residence	Section 16.7	18
Captions	Section 16.8	18
Gender	Section 16.9	18
Agreement Copies	Section 16.10	18
Validity	Section 16.11	18
Waiver	Section 16.12	18
Liability Insurance – Civil/Criminal	Section 16.13	19
Drug Free Workplace	Section 16.14	19
Longevity	Section 16.15	24
Emergency Manager Act	Section 17.1	24
DURATION OF AGREEMENT		
Termination	Section 18.1	24
APPENDIX A		
CLASSIFICATIONS AND WAGE RATES		
APPENDIX B		
VACATION SCHEDULE		

I N D E X

Subject	Section	Page
Agreement Copies	16.10	18
Arbitration Request	4.3	4
Arbitrator's Powers	4.5	4
Bulletin Board	16.2	16
Call-in/Call-out	11.3	12
CLASSIFICATION AND WAGES		13
Classifications and Wages	12.1	13
Collective Bargaining Unit	1.1	1
Captions	16.8	18
DISCIPLINARY PROCEDURE		4
Drug Free Workplace	16.14	19
Drug Free Workplace – Employee Testing	16.14(e)(3)	21
Drug Free Workplace – Enforcement of Policy	16.14(e)	20
Drug Free Workplace – Policy Administration	16.14(h)	24
Drug Free Workplace – Policy Application	16.14(b)	19
Drug Free Workplace – Policy Statement	16.14(a)	19
Drug Free Workplace – Prohibited Conduct	16.14(d)	22
Drug Free Workplace – Prohibited Substances	16.14(c)	20
Drug Free Workplace – Violations of Policy	16.14(f)	22
Drug Free Workplace – Voluntary Assistance	16.14(g)	23
DURATION OF AGREEMENT		24
Emergency Manager Act	17.1	24
EMPLOYMENT CONDITIONS		13
Forum Waiver	5.2	5
Funeral Leave	8.4	7
Gender	16.9	18
Grievance Definition	4.1	3
GRIEVANCE PROCEDURE		3
Grievance Steps	4.2	3
Health Insurance	16.3	16
Health Insurance – Monthly Premiums	16.3(a)	16
Health Insurance – Opt-Out Reimbursement	16.3(d)	17
Health Insurance – Plans and Benefits	16.3(b)	16
Health Insurance – Section 125 Plan	16.3(c)	17
Holiday During Vacation	14.4	14
Holiday Eligibility	14.2	14
Holiday Pay	14.3	14
HOLIDAYS		13
Just Cause	5.1	4
Layoff Procedure	7.5	6
LEAVES OF ABSENCE		7
Liability Insurance – Civil/Criminal	16.13	19

Subject	Section	Page
Life Insurance	16.4	17
Longevity	16.15	24
Loss of Seniority	7.4	6
MANAGEMENT RIGHTS		2
Managements Rights	3.1	2
Medical Examinations	10.1	11
Military Leave	8.3	7
MISCELLANEOUS		16
National Guard/Reserve Leave	8.2	7
NO STRIKE – NO LOCKOUT	6.1 & 6.2	5
Overtime	11.2	12
Pension Plan	16.5	18
Personal Leave	14.5	14
Personal Leave of Absence	8.1	7
Personnel Policies and Procedures	13.1	13
PHYSICAL FITNESS		11
Probationary Period	7.2	6
Pro-rata Sick Leave Allotment	9.8	11
PURPOSE AND INTENT		1
RECOGNITION		1
Recognized Holidays	14.1	13
Residence	16.7	18
Rules and Regulations	16.1	16
Selection of Arbitrator	4.4	4
SENIORITY		5
Seniority Definition	7.1	5
Seniority List	7.3	6
Seniority During Leaves of Absence	8.5	7
Short-Term Disability Program	9.4	10
SICK LEAVE AND SHORT-TERM DISABILITY PROGRAM		7
Sick Leave Bank	9.6	11
Sick Leave Credit	9.1	7
Sick Leave Eligibility	9.3	9
Sick Leave Pay Out	9.7	11
Summer Vacations	15.3	16
Termination	18.1	24
Time Limitations	4.6	4
Tour of Duty	11.1	12
Training and Travel	11.4	13
Uniforms	16.6	18
Union Activity	1.2	1
Union Dues	2.2	2
Union Membership	2.1	1

Subject	Section	Page
UNION SECURITY AND CHECK OFF		1
Use of Accumulated Sick Leave	9.5	10
Use of Accumulated Sick Leave Credits	9.2	8
Vacation Accumulation	15.4	16
Vacation Eligibility	15.1	15
VACATIONS		15
Vacation Scheduling	15.2	15
Validity	16.11	18
Waiver	16.12	18
WORKWEEK		12
APPENDIX A – CLASSIFICATIONS AND WAGE RATES	Appendix A	
APPENDIX B – VACATION SCHEDULE	Appendix B	

AGREEMENT

This AGREEMENT entered into this 1st day of June 2014, 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 and firefighters with respect to wages, hours, and other conditions of employment in the Fire and Police Departments, excluding the Fire Chief, 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.

UNION SECURITY AND CHECK OFF

Section 2.1. Union Membership.

(a) It is understood and agreed that all present employees covered by this Agreement, who are members of the Union, will remain members in good standing for the duration of this Agreement or cause to be paid to the Union a representation fee equivalent to their fair share of the Union's cost of negotiating and administering this Agreement as determined by the Union. All present employees covered by this Agreement who, on the effective date thereof, were not members of the Union will become and remain members in good standing of the Union within thirty-one (31) days after the execution of this Agreement, or cause to be paid to the Union a representation fee equivalent to their fair share of the Union's cost of negotiating and administering this Agreement as determined by the Union. All employees covered by this Agreement and who are hired after the effective date will become and remain members of the Union in good standing or pay a representation fee equivalent to their fair share of the cost of negotiating and administering this Agreement as determined by the Union upon the completion of their probationary period.

(b) 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.

Section 2.2. Union Dues. For all those employees who are or become members of the Union and who presently execute payroll deduction authorization cards therefore, the provisions of which must conform to the legal requirements imposed by state law, the City agrees to deduct from the first paycheck of each month the regular monthly dues in the amounts certified to the City by the Union within fifteen (15) calendar days thereafter.

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.

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 Federal Mediation and Conciliation Service. 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 reprimand, 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 and firefighters 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 actually worked two thousand eighty (2080) regular straight-time hours. All new firefighters will be probationary employees until they have actually worked two thousand nine hundred twelve (2912) hours. 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. National Guard/Reserve 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.

Section 8.3. Military Leave. 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 Selective Service Training 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, brother, mother-in-law, father-in-law and grandparents of employee or spouse. 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.

SICK LEAVE AND SHORT-TERM DISABILITY PROGRAM

Section 9.1. Sick Leave Credit.

Probationary Police Officer - After working for three (3) months, the probationary police officer will be credited with 16 hours of paid sick leave and thereafter will accumulate 4 hours each month for the remainder of the probationary period.

After the police officer completes the probationary period, any further accumulation of sick leave through the end of that calendar year will be prorated based on 4.7 hours per month.

Probationary Firefighter - After working for three (3) months, the probationary firefighter will be credited with 22.4 hours of paid sick leave and thereafter will accumulate 5.6 hours each month for the remainder of the probationary period.

After the firefighter completes the probationary period, any further accumulation of sick leave through the end of that calendar year will be prorated based on 6.5 hours per month.

Non-Probationary Police Officer - On January 1 of each year, a police officer who has completed the probationary period will be credited with 96 hours of paid sick leave. If the number of unused paid sick leave hours available from the previous year exceeds 152 hours, then the employee will be paid for half of those hours in excess of 152 at the employee's regular hourly rate of pay. Unused sick leave credits may be accumulated from year-to-year up to a maximum of 248 hours (152 hours plus 96 hours).

Non-Probationary Firefighter - On January 1 of each year, a firefighter who has completed the probationary period will be credited with 134.4 hours of paid sick leave. If the number of unused paid sick leave hours available from the previous year exceed 212.8 hours, then the employee will be paid for half of those hours in excess of 212.8 at the employee's regular hourly rate of pay. Unused sick leave credits may be accumulated from year-to-year up to a maximum of 347.2 hours (212.8 hours plus 134.4 hours).

(a) All earned and unused sick leave accumulated prior to January 1, 1999, the effective date of this new sick leave program provided in this Section, will be frozen in a separate account for the employee. The employee will not be required to use such frozen accumulated sick leave prior to drawing benefits from the City's self-insured short-term disability program in Section 9.4. Employees who retire under the City's retirement program will be paid one-half of their accumulated unused sick leave from their frozen account up to a maximum of 40 days. Any payout of frozen sick leave credits will be at the rate of pay the employee was receiving on the day preceding January 1, 1999, and, except for purposes of Section 9.2(b) only, frozen sick leave credits when used will not be aggregated to increase this frozen sick leave rate of pay.

(b) For conversion purposes in freezing accumulated sick leave, a "day" will equal 8 hours for police officers, and a "day" will equal 11.2 hours for firefighters.

Section 9.2. Use of Accumulated Sick Leave Credits. Sick leave may be used at a minimum of one-half 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, or 212.8 hours as applicable). Such lost hours and pay will be deducted from the current accumulated sick leave credits. Where these current accumulated sick leave credits have been exhausted, the employee may use frozen sick leave credits available under Section 9.1(a), which will then be deducted from the employee's frozen sick leave account.

(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 first his/her current accumulated sick leave credits, and thereafter frozen 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. Frozen sick leave credits may be aggregated, including with current accumulated sick leave credits as necessary, to make up the difference in pay. In no case will the employee utilize current and/or frozen accumulated sick leave credits beyond that which is necessary, so that when the supplement from accumulated sick leave is added to worker's compensation benefits, the sum received would equal an amount that the employee would otherwise have received in take home pay had the employee worked his/her regular schedule.

(c) Subject to furnishing proof satisfactory to the City that a critical illness has occurred within the employee's immediate family, an employee may use first his/her current accumulated sick leave credits and thereafter frozen 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 Fire 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 "report of absence from duty" 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 "report of absence from duty" form must be 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 "report of absence from duty" 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. Short-Term Disability Program. The City agrees at its expense to establish and maintain for all eligible employees, a short-term disability program, funded by self-insurance or by an insurance carrier at the City's selection, which will provide weekly benefits equal to 66 2/3% of the employee's base earnings, which was being earned immediately prior to the disability. Benefits are paid under the following terms and conditions, and are not to exceed 26 weeks in any 12 month period:

(a) In order to be eligible for a short-term disability benefit, an employee must have one year of seniority prior to the date of disability.

(b) The employee must first use seven (7) work day sick leave credits. The employee may use available sick leave credits consistent with Section 9.1(a). The employee may use vacation credits.

(c) An employee's illness or injury must be non-compensable under the Michigan Worker's Compensation Act.

(d) The employee, as a result of a non-work related illness or injury, is unable to regularly and safely perform the requirements of his/her job classification, and such illness or injury is not attributable to the intemperate use of alcoholic beverages or 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.

(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.

Section 9.5. Use of Accumulated Sick Leave. 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:

(a) 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.

(b) When an employee's absence from work is due to an illness or injury arising out of and in the course of employment by the City and which is compensable under the Michigan Workers' Compensation Act, after the first day of absence necessitated thereby will be entitled to utilize unused paid sick leave credits to make up the difference between the amount of daily benefit to which the employee is entitled under such Act and the amount of daily salary s/he would have received in his/her own job classification had the employee worked, but not to exceed the total amount that the employee would otherwise have received in take home pay had the employee worked his/her regular schedule.

Section 9.6. Sick Leave Bank. When police officer uses one (1) day of sick leave, eight (8) hours are deducted from the yearly bank. When firefighter uses one (1) day of sick leave, eleven and two-tenths (11.2) hours deducted from the yearly bank. Sick leave will be used in increments of not less than one-half (1/2) day.

Section 9.7. 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 9.8. 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.

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 twenty-eight (28) 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 \$40.00 lump sum.

Shift exchanges must occur within the normal 28-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 firefighter's 212 hours in a 28-day work period and a police officer's 160 hours in a 28-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 twenty-eight (28) 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 - The hourly rate for firefighters will continue to be computed as the annual base salary divided by 2912. The hourly rate for police officers will continue to be computed as the annual base salary divided by 2080. Paid sick time will not be counted as hours worked for the purpose of computing overtime payments. Vacation, personal, 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.

CLASSIFICATIONS AND WAGES

Section 12.1 The job classifications and the salary 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 and firefighters 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, Good Friday, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, the day after Thanksgiving, the day before Christmas and Christmas 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 (1) to the fact that such day or days occurred during the employee's regularly scheduled vacation or (2) to the fact that the employee's absence on such day or days is of a nature which is compensable under this Agreement.

Section 14.3. Holiday Pay.

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

Firefighters will receive eleven and two-tenths (11.2) hours of pay at the regular straight time hourly rate for each paid holiday not work.

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 pay for the hours worked.

For the purpose of firefighters, a holiday is defined as that period of time between midnight to midnight the following day, except where shifts start and end at 11:00 p.m. and then the time between 11:00 p.m. to 11:00 p.m. the following day applies. Therefore, if the regular work day starts at 8:00 a.m. on the day of the holiday and the employee comes off duty at 8:00 a.m. the following day, the employee will receive time and one-half (1-1/2) for the actual hours worked on the holiday in addition to regular straight time holiday pay.

Section 14.4. Holiday During Vacation. If a holiday falls during an employee's vacation, the day is counted as a vacation and not as a holiday.

Section 14.5. Personal Leave. Employees, except for firefighters hired on or after July 1, 1989, receive three (3) personal leave days per calendar year. Firefighters hired on or after July 1, 1989 will be compensated at their regular wage for two (2) personal leave days per calendar year. Personal leave days 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. For police officers, a personal day equals eight (8) hours. For firefighters, a personal leave day equals twenty-four (24) hours. Unused personal hours are not paid at termination and do not carry forward to the next calendar year.

VACATIONS

Section 15.1. Vacation Eligibility. Regular full-time employees who have completed twelve (12) or more months of continuous employment with the City since their last hiring date will be entitled to paid vacations as follows:

(a) When an employee completes twelve (12) months of continuous service with the City since the last hiring date, s/he will thereafter be entitled to one (1) week of paid vacation (forty [40] hours of pay for police officers and fifty-six [56] hours for firefighters), provided s/he continues working for the City thereafter. The vacation time off may be taken at any time after completion of the twelve (12) months of continuous service.

(b) Employees who, as of the anniversary date of their last hiring date, have completed two (2) or more years of continuous service with the City will be entitled to two (2) weeks of paid vacation.

(c) Thereafter, Police officers hired prior to July 1, 1989 will accrue additional paid vacation at the rate of one (1) day for each succeeding year until a maximum of twenty-five (25) days is reached during the seventeenth (17th) year of service. Police officers hired after July 1, 1989 will be limited to twenty (20) days - four weeks maximum vacation. Firefighters hired prior to July 1, 1989 will accrue additional paid vacation at the rate of one (1) day for each successive year until a maximum of twenty-one (21) days (7 weeks) is reached. Firefighters hired after July 1, 1989 will be limited to four (4) weeks maximum vacation. (See Appendix B - Vacation Schedule.)

Section 15.2. Vacation Scheduling. Vacation paychecks will be delivered to eligible employees on their last day worked prior to the start of their vacation, provided they make written requests to payroll at least fifteen (15) calendar days in advance of the start of the vacation.

(a) The Chief will determine the number of employees who can be excused from their departments for vacation purposes at any one time.

(b) A maximum of 80 vacation hours for police officers and 112 vacation hours for firefighters 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. Unused and accrued vacation hours are paid upon termination.

(c) If two (2) or more employees request permission to take their vacations at the same time and both or all cannot be spared from work at the same time, as among those who made their requests for vacation time off prior to April 1 of that year, preference 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.

<u>City</u>	<u>Employee</u>
90%	10%

The employee premium will be withheld through payroll deduction. This cost sharing will be effective after ratification by the parties and will remain in effect for the life of the agreement.

*As of September 24, 2011, SB7 (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 as follows for the employee who elects not to participate in 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.)

Effective Date:	<u>10/1/2014</u>
Opt-Out:	\$3000/Yr = \$250.00/month

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.

Section 16.5 Pension 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. 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 one percent (1%) of the employee's wages, whichever is less. 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.

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 Fire and/or 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/firefighters and police and fire 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, fire officers and police and fire management is as follows:

(b) Policy Application.

(1) This policy covers all police officers, firefighters, police and fire 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.
- (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 and 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 through the City Manager.

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 As of December 1</u>	<u>Annual Payment</u>
Five (5)	\$100.00
Ten (10)	\$200.00
Fifteen (15)	\$300.00
Twenty (20)	\$400.00
Twenty-five (25)	\$500.00
Thirty (30)	\$600.00

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

Section 17.1 Emergency Manager Act

To the extent required by MCL, 423.215 (7), an Emergency Manager appointed under the Local Government and School District Financial Accountability Act (being, MCL, 141.1501, et seq) may reject modify, or terminate provisions of this collective bargaining agreement as provided in the Local Government and School District Financial Accountability Act. (Mandatory).

DURATION OF AGREEMENT

Section 18.1. Termination. This Agreement will become effective June 1, 2014, and will remain in full force and effect until 12:01 a.m. March 31, 2017, 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: _____

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>6/1/14*</u>	<u>6/1/15</u>	<u>6/1/16</u>
Police Sergeant	\$47,828	\$48,306	\$48,789
Police Officer	\$45,748	\$46,206	\$46,668
Firefighter/Paramedic**	\$45,748	\$46,206	\$46,668
Firefighter	\$43,918	\$44,357	\$44,801
Probationary Police Officer	\$43,918	\$44,357	\$44,801
Probationary Firefighter	\$42,084	\$42,505	\$42,930

*A 1% off scale, one time Consolidation of Services bonus will be payable by separate check after ratification by the parties. Per PA 54 of 2011 (Imd. Eff. June 8, 2011) wages go into effect as of the signing date of this Agreement.

**Should a Firefighter/Paramedic not maintain a Paramedic License, s/he will be placed at the pay rate of a "Firefighter" effective the date of license expiration.

Bonus Lump Sum 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>6/1/14</u>	<u>6/1/15</u>	<u>6/1/16</u>
Procure and maintain an EMT license	\$600	\$600	\$600
Procure and maintain a CPR/AED certification	\$200	\$200	\$200

Procure and maintain a Firefighter I license and maintain a CFD membership	\$200	\$200	\$200
--	-------	-------	-------

Procure and maintain a Firefighter II license and maintain a CFD membership	\$200	\$200	\$200
---	-------	-------	-------

<u>Firefighters/Police Officers</u>	<u>6/1/14</u>	<u>6/1/15</u>	<u>6/1/16</u>
--	----------------------	----------------------	----------------------

Procure and maintain the following Fire Officer Training Certificate/License:

Company Fire Officer I & II	\$400	\$400	\$400
-----------------------------	-------	-------	-------

Fire Officer III	\$200	\$200	\$200
------------------	-------	-------	-------

APPENDIX B

VACATION SCHEDULE FOR EMPLOYEES HIRED BEFORE 7-1-89

AFTER:	1 YR	2 YR	3 YR	4 YR	5 YR	6 YR	7 YR	8 YR	9 YR	10 YR	11 YR	12 YR	13 YR	>>	17 YR
FIRE IN WKS	1.3	2.6	3.0	3.4	3.9	4.3	4.7	5.1	5.6	6.0	6.4	6.9	7.0	>>	7.0
POLICE IN WKS	1.0	2.0	2.2	2.4	2.6	2.8	3.0	3.2	3.4	3.6	3.8	4.0	5.0	>>	5.0
FIRE IN HRS	72	144	168	192	216	240	264	288	312	336	360	384	392	>>	392
POLICE IN HRS	40	80	88	96	104	112	120	128	136	144	152	160	168	>>	200

VACATION SCHEDULE FOR EMPLOYEES HIRED AFTER 7-1-89

AFTER:	1 YR	2 YR	3 YR	4 YR	5 YR	6 YR	7 YR	8 YR	9 YR	10 YR	11 YR	12 YR	>>	17 YR
FIRE IN WKS	1.0	2.0	2.2	2.4	2.6	2.8	3.0	3.2	3.4	3.6	3.8	4.0	>>	4.0
POLICE IN WKS	1.0	2.0	2.2	2.4	2.6	2.8	3.0	3.2	3.4	3.6	3.8	4.0	>>	4.0
FIRE IN HRS	--	112	123	134	146	157	168	179	190	202	213	224	>>	224
POLICE IN HRS	--	80	88	96	104	112	120	128	136	144	152	160	>>	160