

City of Albion

Employee  
Policies & Procedures  
Handbook

Revised June 2000

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## **NOTICE**

Nothing within this manual is designed, nor to be interpreted, as creating a contract between the City of Albion and the employee.

## **GENDER NEUTRALITY**

All references within this document which refer to she, he, him, etcetera, shall be construed and are intended also to encompass the other gender simultaneously and without exception.

## **Introduction and Welcome**

### **Introduction:**

To you who are joining us at the City of Albion, a sincere welcome! And to you who have been with us through the years, our thanks for your loyal cooperation and hard work.

This is your Employee Handbook. Each of you, newcomer or veteran, will find this Employee Handbook helpful. It outlines the policies which the City follows and expects its employees to follow. It also describes the various benefits for which you, as an employee, are eligible and discusses those programs and policies that affect your job. This Handbook supersedes any previous verbal or written policies, statements, understandings or agreements concerning the terms and conditions of your employment at the City of Albion. In all cases other than specific terms of a collective bargaining agreement or an individual employment contract, or in areas which those documents do not address specifically, this Handbook will govern.

At the City of Albion, your employment is at will. This means you are free to terminate your employment at any time, for any reason, with or without cause, and the City retains the same rights. This Handbook shall not be construed as a contract.

The City of Albion reserves the right at its sole discretion to amend the contents of this Handbook at any time. No amendment or exception to our at-will employment policy set forth above can be made at any time, for any reason, because of the existing City Ordinance Article II, Section 2-26., except by a change in the City Ordinance. Amendments to any other part of this Handbook must be in writing and issued by the City Manager after Council approval. Amendments will either be issued directly to employees, or posted on the bulletin board and are effective thereafter.

Collective Bargaining agreements must be approved by the Albion City Council. Individual employment contracts must be in writing and approved in the manner established by the City Council. This specifically includes written certification by the Finance Director as to availability of funds and signed review as to legality by the City Attorney. No other employee, representative or agent of the City had in the past or now has the authority to amend, alter or change the policies set forth in this Handbook, or to enter into any agreement concerning the terms and conditions of your employment at the City.

The provisions of this Handbook do not establish contractual rights between the City and its employees. The Employee Policies and Procedures Handbook will provide direction regarding all employee responsibilities and benefits, unless amended by union contract after approval by City Council or by written individual contract after approval of that written individual contract by the City, in which case the appropriate contract will govern.

Some of the employee benefit plans described in this Handbook are subject to legal requirements concerning reporting and disclosure. This Handbook contains highlights of these plans; for complete details, you should consult the Summary Plan Description and official plan documents for the respective plans. In case of any discrepancy or omission, the official plan documents govern. Of course, changes in the law may affect the benefit programs described in this Handbook. The City reserves the right to alter, change or cancel any benefit plan or program at any time.

### **Employment at Will**

As stated above, it is the policy of the City of Albion that all employees subject to the Handbook who do not have a written employment contract with the City for a specific, fixed term of employment are employed at the will of the City for an indefinite period and are subject to termination at any time, for any

reason, with or without cause or notice. At the same time, these employees may terminate their employment at any time and for any reason.

1. Except as authorized in writing by the Mayor and City Council, no City representative is authorized to modify this policy for any employee or to enter into any agreement, oral or written, that changes the at-will relationship. Supervisory and management personnel are not to make any representations to employees or applicants concerning the terms or conditions of employment with the City which are inconsistent with City policies.
2. Any statements so made are not valid and are cause for disciplinary action for any supervisor or manager making such representations.
3. No statements made in pre-hire interviews or discussions, or in recruiting materials of any kind, alter the at-will nature of employment or imply that discharge will occur only for cause.
4. Statements contained in this Handbook or any other employee handbooks, employment applications, City recruiting materials, City memoranda, or other materials provided to applicants and employees in connection with their employment, may not modify this policy. None of these documents, whether singly or combined, create an express or implied contract of employment for a definite period, or an express or implied contract concerning any terms or conditions of employment. Similarly, City policies and practices with respect to any matter are not to be considered as creating any contractual obligation on the City's part or as stating in any way that termination will occur only for "just cause". Statements of specific grounds for termination set forth in this Handbook or in any other City documents are examples only, not all-inclusive lists, and are not intended to restrict the City's right to terminate at-will.

Employment at-will is a right of both the employee and the employer. However, all employees are part of a team, working ultimately for the same individuals - the CITIZENS. Let's all pull together – teamwork will result in the continued progress for our City.

## **Evaluations**

Evaluations of employee performance are an opportunity for the employee and supervisor to discuss all areas of employee performance. Management expectations, employee questions regarding goals and objectives, work plans and training needed or desired are all topics which may be discussed in performance reviews. Typically, an employee will receive an initial performance evaluation within the first six months and as scheduled thereafter. Each employee is encouraged to utilize this opportunity to clarify job expectations, and to discuss with their supervisor strengths, weaknesses and work expectations. A copy of the evaluation, and written comments an employee wishes to attach regarding the evaluation, shall be placed in the employee's personnel folder.

While performance evaluations may be performed, neither their presence, nor absence, shall change the at-will employment status of an employee.

## **Open Door Policies and Procedures**

Our goal at the City is to provide a safe, efficient and pleasant working environment for all employees. This is achieved by developing and maintaining a cooperative working relationship among employees based on mutual respect and understanding. We recognize the need for procedures that will allow employees to call attention to work-related matters that they feel need correction.

We strongly endorse an "Open Door" policy where an employee has the right to meet with his or her supervisor to discuss such matters of concern.

The City's Open Door Policy is in effect during each working day. Our success has been built on the free exchange of ideas, creative management and the identification of problem areas and their quick resolution. The Open Door Policy provides you with different ways to let us know your problems, suggestions, or ideas. They are:

- ◆ your direct day-to-day communications with your supervisor;
- ◆ discussions with management; and
- ◆ meetings with management scheduled periodically.

#### Communications with Your Supervisor and Management:

Because the City strongly believes in your right to speak for yourself, and to have your own say about your employment problems, we encourage you to make your problems known. If you feel you have an employment problem, present it to your immediate supervisor and/or department head. If that does not resolve the problem, present it to the City Manager, after following the above procedure. If your problem is found to be valid, appropriate corrective action will be initiated.

The City values your right to speak for yourself and to have your say directly with management. We also value our privilege of speaking directly with you.

#### Meetings with Management:

The City of Albion reserves the right to periodically schedule meetings with employees to share with you developments, economic views, changes in policies and procedures, and our accomplishments. The purpose of these meetings is to assist in the maintenance of the two-way communication between the City and the employees.

#### Compliance with Rules:

Employees in a supervisory capacity not only have the responsibility to comply with the personnel policies of the City, but also have the responsibility to require compliance by employees under their supervision as a condition of employment. Supervisory employees are expected to and must set the example for others.

### Department Rules:

Any departmental rules and/or any administrative rules enacted by the City Manager established for day-to-day operations of the individual departments must not be in conflict with, nor are they to be considered a part of, these policies and procedures.

### **Code of Ethics**

As employees of the City of Albion, we must be conscious of the special position of trust we hold, and strive to be always worthy of that trust. We subscribe to this code of Ethics as a guideline for our daily decision-making, job performance and service to our citizenry.

- **Honesty and Integrity:** We expect all our employees to be truthful and act with integrity in all situations and relationships; to be trustworthy and reliable, accurate and dependable and to be forthright when dealing with citizens or other employees.
- **Fairness and Respect:** We expect each employee to deal with citizens and with fellow employees in a positive and just manner; to interpret and apply City policies consistently and without favoritism, and to show compassion and empathy while performing duties so as to maintain the dignity and respect of all concerned.
- **Responsibility:** We expect each employee to acknowledge that meeting the needs of our citizens and the requirement of his job is our duty; that each of us is accountable for our own decisions and actions, and that we collectively are responsible to the citizens.
- **Pursuit of Excellence:** We are committed to providing high quality services to our citizens and community and to make the extra effort to find new and better ways to accomplish our responsibilities.

## **Types of Employment and Eligibility for Benefits**

1. The types of City employment are:
  - a. *Regular Full-time Employee*: An employee is assigned to a position which is expected to continue for an indefinite duration, and works a shift schedule which will total no less than 2080 (or other negotiated schedule) hours per year (excluding approved leaves, i.e. vacation, sick leave, etc.).
  - b. *Regular Part-time Employee*: An employee is assigned to a position which is expected to continue for an indefinite duration, and works a shift schedule less than 40 hours, per week. These employees may work more than 20 and less than 40 hours and therefore possibly be eligible for some benefits other than those required by law. Regular part-time employees who typically are expected to work 20 hours or less shall not be eligible for any benefits other than those prescribed by law (contact HR for details).
  - c. *Temporary Full-time Employee*: An employee whose work assignment is limited in duration to six months or less, and works a shift schedule which on an annual basis would total no less than 2080 hours.
  - d. *Temporary Part-time Employee*: An employee whose work assignment is limited in duration to six months or less, and works a shift schedule which on an annual basis would total less than 2080 hours.
  - e. *Intermittent Employee*: An employee qualified to work in one or more job assignments who is on call to work at irregular intervals in one or more City departments as a temporary employee.
  - f. *Student Intern Employee*: An employee who is regularly enrolled as a student in a recognized educational institution and is assigned to a full or part-time position which, in the case of post-secondary students, is related to the student's course of study, and which will continue for no longer than the then current semester or term at the student's school; provided, however, that subsequent work assignments may be made for the same

- student for periods which correspond to the student's subsequent semester.
2. Employee compensation shall be stated in terms of annual, monthly, or biweekly salary or hourly wage.
  3. Employee benefits shall be provided as follows:
    - a. Employees classified as regular full-time employees shall receive all employee benefits provided by the City subject to applicable eligibility provisions and time periods.
    - b. Regular part-time employees who typically work more than 20 hours per week may be entitled to pro rata vacation, holiday, sick, and bereavement leave benefits subject to the applicable eligibility provisions and time periods.

### **Work Periods**

The work period for City employees covered by this Handbook shall be a seven (7) day period beginning on Sunday at 12:01 a.m. and continuing to Saturday at 12:00 a.m. (midnight).

### **Hours of Work**

The normal working hours for employees are eight (8) hours, from 8:00 a.m. to 5:00 p.m., with a one-hour unpaid lunch period. Employees are expected to be at their work location and ready to begin work at the beginning of their work schedule. The lunch period will be scheduled to allow for continuous staffing of all offices as much as possible.

The above referenced work periods may be changed to accommodate special work schedules with the approval of the department head and the City Manager.

Because the City is a public service provider, overtime may be required of any employee by the City.

Limitations:

This policy shall not apply to executive, professional, administrative, and all other employees who are exempt from the provisions of the Fair Labor Standards Act (FLSA), unless otherwise provided by an individual employment contract.

Other Provisions Regarding Work Schedules:

All rest breaks and lunch breaks shall be arranged by the employee at the discretion of his supervisor. Work breaks are not guaranteed and missed breaks are not considered overtime, nor can they be taken at the beginning nor end of a shift, nor added to the lunch break period.

Occasions may arise when the service to the citizen can be improved through the adjustment of an employee's work hours. The department head shall obtain approval of the City Manager for the adjustment in work hours.

Advance notice of anticipated tardiness is expected; notice of unavoidable tardiness is expected when possible. Failure to do so will be construed as an unexcused absence, and the time missed will not be paid. Tardiness will result in lost pay or the use of accrued time if eligible.

Notification by another employee, friend, or relative is not considered proper except in an emergency situation where the employee is physically unable to make the notification.

Daily attendance records will be maintained by each department, including the date and time of the absence and reason for the absence. Attendance will be a consideration in determining promotions, transfers, satisfactory completion of probationary periods, and continued employment with the City. Frequent tardiness or other attendance irregularities will be cause for disciplinary action.

Hours for part-time and certain employees may vary from the normal office hours noted above due to the nature of the employee's duties and will be determined by the appropriate department head with concurrence of the City Manager.

### **Expense Reimbursement for Local Employees and Officials**

The City of Albion shall reimburse employees and officials for reasonable expenses incurred in carrying out their duties for the City. Reimbursement shall be provided in accordance with reimbursement guidelines prepared by the Finance Director and approved by the City Manager. The City may, at its discretion, pay directly for authorized expenses such as airfares or hotels while employees are traveling on City business. Cash advances shall be limited to items which cannot be prepaid and shall be subject to the procedures and requirements specified in the Appendices.

No expenses shall be reimbursed unless approved by the department head, or City Manager for department heads, and shall be subject to budgetary limitations as approved by Council.

### **Emergency Conditions**

City offices and activities shall remain open and in operation during established working hours. All employees should make every attempt to report for work on a timely basis. If employees are unable to report to work, the following criteria shall apply:

1. The employee is responsible for contacting his supervisor or department head by telephone to indicate anticipated absence from work or late arrival to work and the reason.
2. If the employee is unable to report to work, the absence may be charged as vacation or personal leave, or the employee may elect to

take this time off without pay (if they have no vacation or personal time).

The City Manager shall be authorized to close City offices to protect the safety and welfare of City employees. In this event, employees will receive full pay and no vacation or personal leave allowances shall be affected. Any employee not scheduled to work on such a day shall not be eligible to receive extra pay or another day off as a result of emergency closure.

### **Equal Employment Opportunity Policy**

As an equal opportunity employer, the City strives to base its employment decisions on performance, experience, training, and education, without regard to race, religion, creed, color, age, height, weight, sex, national origin, martial status, sexual preference, veteran status, or disability which is unrelated to the essential functions of the employee's job.

All activities relating to employment including recruitment, testing, selection, promotion, training, and termination shall be conducted in a nondiscriminatory manner.

This equal employment opportunity policy is applied to all personnel actions, including recruiting, hiring, training, pay, and promotions.

If you believe you have a handicap and wish to have an accommodation made, you are encouraged to discuss with your department head whether any accommodations would assist you in performing your job. Under Michigan law, a handicapped employee may not allege a violation of the Michigan Handicapper's Civil Rights Act if the handicapped employee does not notify his employer in writing within one-hundred-eight-two (182) days after the date the handicapped employee knew, or reasonable should have known, that an accommodation was needed.

## **Policy and Procedures Concerning Harassment of or by Employees**

### **I. Purpose**

This City is committed to investigating and correcting any form of harassment taking place in the City workplace. We are committed to addressing these issues within our organization; and we believe that we can effectively address such matters internally when employees advise us of a problem in this area. Accordingly, we need your cooperation in immediately reporting conduct you feel may be a form of harassment. "Shall" is mandatory, not permissive.

### **II. Policy**

The law does not permit, nor will the City tolerate, harassment of employees by other employees. Likewise, the City will not tolerate harassment by or of a citizen or member of the general public.

This includes harassment because of race, sex, religious creed, color, national origin, ancestry, disability or medical condition, age, or any other basis protected by federal, state, or local law, ordinance, or regulation. Harassment by an employee could result in corrective action up to and including termination of employment.

Employees should also be aware that they may be held **personally liable** for monetary damages if they are found guilty of harassment. Some forms of harassment are also criminal offenses.

### **III. Harassment Defined**

While it may not be easy to define precisely what harassment is, it includes any physical, verbal, or visual conduct that creates an intimidating, offensive, or hostile environment which interferes with work performance. Such conduct constitutes harassment when:

- A. Submission to the conduct is made either an implicit or explicit condition of employment;

- B. Submission to or rejection of the conduct is used as a basis for an employment decision; or
- C. The harassment interferes with the employee's work performance or creates an intimidating, hostile, or offensive work environment.

#### **IV. Specific Examples**

- A. The following are some examples of conduct that may be considered harassment. This list is provided as a sample of inappropriate workplace conduct; but is by no means all-inclusive.
  - 1. Verbal conduct such as epithets, derogatory jokes or comments, slurs or unwanted sexual advances, invitations or comments;
  - 2. Visual conduct such as derogatory or racial or sexually-oriented cartoons, clothing, drawings, posters, photographs, or gestures;
  - 3. Transmitting sexually suggestive, derogatory, or offensive materials via computers (e.g. E-mail), including accessing such information on the Internet while at work or by other electronic means (e.g. Mobile Data Terminals, radios, or cellular phones);
  - 4. Physical conduct such as assault, unwanted touching, blocking normal movement, or interfering with work because of sex, race, or any other protected basis;
  - 5. Threats and demands to submit to sexual requests as a condition of continued employment or receipt of products or services, or to avoid some other loss, and offers of employment benefits or extra services in return for sexual favors; and
  - 6. Retaliation for having reported or threatened to report harassment.
- B. Such behavior is unacceptable in the workplace itself and in other work-related settings such as business trips and social events with coworkers, whether or not the City sponsors the social event. Such conduct by vendors or visitors to our City facilities also will not be tolerated.

## **V. Reporting Harassment**

- A. If you feel that you are a victim of harassment, or observe harassment of another employee, you should immediately tell the person displaying offensive behavior to **stop**. He may not be aware that the conduct is unwelcome or offensive. However, this is not required.
- B. You shall promptly (*no later than 5 working days*) after the alleged harassment or unwanted conduct report any incident of harassment to any supervisor **and to** the City Manager even if you have discussed it directly with the individual(s) involved. In cases involving the City Manager, employees may report any incident to the Mayor.
- C. All department heads and supervisory personnel shall be expressly responsible for immediately reporting to the City manager any occurrence they witness or become aware of in any area of the City workplace.
- D. Provide the following information when reporting harassment:
  - 1) Date, time and location of the incident or incidents;
  - 2) Description of each incident (e.g. any physical contact made, what was said or done, etc.);
  - 3) Names of anyone present during each incident; and
  - 4) Names of anyone with whom you've discussed the incident or incidents.

## **VI. Investigation of Reports of Harassment**

- A. All complaints of harassment will be investigated and the results of the investigation will be reported to the complaining party. Investigation of a harassment complaint may include, but is not limited to, interviewing the complaining and accused parties, as well as other employees or persons necessary to obtain sufficient information upon which to make an assessment of the situation.

B. While we will make every effort to be sensitive to privacy issues, in the course of an investigation we will discuss relevant information with appropriate parties on a need-to-know basis.

**VII. Retaliation**

Retaliation or discrimination against an employee who complains of harassment is strictly prohibited and will not be tolerated.

**VIII. Compliance**

Violations of this policy, or portions thereof, may result in disciplinary actions up to and including termination of employment.

**IX. Employees**

Employees of this City assigned to or assisting other agencies will be guided by this policy.

**X. Application**

This policy constitutes the City-wide policy; and it is not intended to enlarge the employer's or employee's civil or criminal liability in any way. It shall not be construed as the creation of a higher legal standard of safety or care in an evidentiary sense with respect to third party claims insofar as the employer's or employee's legal duty as imposed by law.

**Drug and Alcohol Free Workplace**

As used in this Drug-Free Workplace Policy, the following terms have the meaning given to them herein, unless the context requires otherwise:

- ◆ "Controlled Substance" means a controlled substance in Schedules I through V of Section 202 of the Controlled Substances Act (21 U.S.C. 812) and as further defined by regulations 21 CFR 1300.11 through 1300.15.
- ◆ "Conviction" means a finding of guilt (including a plea of nolo contendere), imposition of a sentence, or a placement into a treatment program in lieu of a sentence, by any judicial body charged with the

responsibility to determine violations of the Federal or State criminal drug and alcohol statutes.

- ◆ “Criminal Drug Statues” means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, use, or possession of any controlled substance.
- ◆ “Drug-Free Workplace” means a site for the performance of work done in connection with a specific grant at which employees of the grants are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.
- ◆ “Federal Agency” or “Agency” means any United States executive department, military department, government corporation, government controlled corporation, any other establishment in the executive branch, including the Executive Office of the president, or any independent regulatory agency.

## **I. Regulations**

It is the policy of the City of Albion to provide a drug-free workplace by:

- A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance, or alcohol, is prohibited in the City’s workplace and specifying the actions that will be taken against employees for violation of these prohibitions.
- B. Establishing a drug-free awareness program to inform employees about:
  1. The dangers of drug and/or alcohol use in the workplace;
  2. The City’s policy of maintaining a drug and alcohol-free workplace;
  3. Any available drug and alcohol counseling, rehabilitation, or employee assistance programs; and
  4. The penalties that may be imposed upon employees for drug or alcohol use violations occurring in the workplace.

- C. Making it a requirement that each employee be given a copy of this policy.
- D. Notifying the employee that as a condition of employment the employee will:
  - 1. Abide by this policy; and
  - 2. Notify the City of any criminal drug or alcohol statute conviction for a violation occurring in the workplace no later than five (5) days after the conviction.
- E. Taking one of the following actions within 30 days of receiving notice with respect to any employee who is convicted:
  - 1. Taking appropriate personnel action against such employee up to and including termination; or
  - 2. Requiring the employee to participate satisfactorily in a drug or alcohol abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.
- F. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs A through E above.
- G. The City of Albion reserves the right to require drug testing in cases where there is a reasonable suspicion of violation of this policy. Refusal to submit to drug testing may be grounds for disciplinary action up to and including termination.
- H. The City reserves the right to institute random drug testing at any time.

### **Internet and Intranet Use Policy**

Use of the internet and intranet by employees, or any other persons having access to City of Albion computer systems, is limited to appropriate business purposes. All files and information are the sole property of the City and

are subject to inspection without notice. Any employee using the internet or intranet for unauthorized or inappropriate purposes may be subject to disciplinary action up to and including termination.

Inappropriate use of the internet or intranet would include, but not be limited to,

1. Use for personal activities;
2. Sending or forwarding of messages, cartoons, or other material of an offensive, derogatory, abusive or threatening nature;
3. Release of, or receipt of, any confidential material to unauthorized persons, and
4. Unauthorized destruction, deletion or damage to any City records, files or other City materials;
5. Taking of any confidential City files for personal computer use without authorization of the City Manager or designee is prohibited.

The City of Albion has detailed policies and procedures related to the above. They can be found in Appendices of this document.

### **Zero Tolerance Policy on Workplace Violence**

It is the policy of the City of Albion to have zero tolerance for workplace violence. This policy shall cover threats, verbal or non-verbal intimidation, and/or inappropriate physical actions directed at another employee or a member of the public. Such actions shall be dealt with promptly and shall not be subject to progressive discipline, and will result in immediate discipline, which may include action up to and including discharge and criminal charges.

Any employee who has been threatened, struck, or otherwise subjected to any violence in the workplace shall immediately report such occurrence to his supervisor. The supervisor shall immediately report any such occurrences to their department head and to the City Manager, whether during normal working

hours or not. If the department head and/or manager cannot be reached, notify Public Safety and the City Attorney and make a report immediately.

Any supervisor who becomes aware of any incidents of workplace violence, threats or intimidation, whether involving one of their employees or not, shall immediately follow the procedure specified above. Failure to report such incidents shall be grounds for disciplinary action.

### **Safety and Accident Prevention**

The City recognizes the need for the development of safe working practices for every employee and desires to promote on-the-job safety by encouraging the proper design and use of buildings, equipment, tools and other devices.

Administration of the safety program is the job of each department head and supervisors. They should be constantly on the alert to observe and report unsafe working practices or existing hazardous working conditions with the aim of immediate correction. Each department head or supervisor shall make sure that the employee under his supervision is well acquainted with the existing safety rules and shall see that the rules are uniformly enforced. Each supervisor shall promote safety education of all employees and adherence to all safety rules.

It is the responsibility of all employees to cooperate in making the safety program work. Employees must:

1. Be informed of and observe established safe practices;
2. Notify supervisors of any unsafe conditions they discover;
3. Use personal protective equipment such as steel toed shoes, safety vest, safety glasses and hard hats where required;
4. Not remove guards or other protective devices from machinery and equipment;
5. Not engage in "horseplay";

6. Attend any required training or orientation to increase safety awareness;
7. Not report to work under the influence of alcohol or drugs that alter normal behavior or ability to function safely;
8. Report all job-related injuries or illnesses to their supervisors promptly;
9. Assist supervisors in their investigation of any accident of which they have knowledge – accident investigation is fact finding, not fault finding;
10. Refrain from smoking in “no smoking” areas; and
11. Refrain from operating, modifying, adjusting, or using equipment in an unauthorized manner.

A bulletin board will be provided for the display of safety meeting minutes, safety posters, and other safety education material. A safety bulletin board will be maintained at each City facility.

Employees are encouraged to provide safety material for the bulletin board and safety meetings.

### **On-The-Job Injury**

When there is an on-the-job injury, the following must occur:

1. If the injury is serious and requires an ambulance, then the emergency aid unit shall be called immediately;
2. If the injury is not serious, but requires medical attention, the employee must go to the medical facility designated by the City;
3. For all other injuries, even if medical treatment is refused, supervisors or department heads must fill out either the First Aid/Minor Injuries Report or the Occupational Incident/Accident Report. Copies are to be made for the employee’s personal file, the department head and the Safety files in the HR Department; and

4. After being off from work due to an injury, a doctor's authorization must be submitted to the supervisor prior to returning to work.

### **Insurance Claims**

1. No employee may discuss matters involving claims against the City.
2. All questions pertaining to claims shall be referred to the City Manager or the Human Resources Director.
3. Claims for damages presented to the City shall be referred to the City Clerk for filing.

#### **Responsibilities:**

- I. All City employees must notify their supervisor in the case of incidents involving potential claims within one (1) day. The supervisor must report in writing to the City Attorney within three (3) days. Items reported should include any property damage occurring during work for the City no matter how small.
- II. The Human Resources Director shall:
  - A. Ensure that any applicable provisions of State law are met, see that all claims for damages accurately locate and describe the defect or act that caused the injury, reasonably describe the injury and state the time when it occurred, contain a list of damages claimed and be verified by the claimant or a relative of the claimant, attorney, or agent of the claimant.
  - B. Refer claims to the carrier within five (5) working days and provide an informational report to the City Manager on the claim status.
  - C. Recommend action to the City Manager within thirty (30) days of receipt regarding claims which fall below deductible limits of existing policies, or which are not covered under existing policies.

All property claims and non-employee injuries shall be reported to the City Clerk. All employee medical claims shall be reported to the Human Resources Director.

### **Driver's Licenses**

Any employee whose work requires that he drive City vehicles must hold a valid Michigan Driver's License.

All new employees who will be assigned work entailing the operating of a City vehicle will be required to submit to a Department of Motor Vehicles driving records check as a condition of employment. The Department of Public Safety or Human Resource Department shall process the check. A report indicating a suspended or revoked license status may be cause to deny, suspend, or terminate employment.

Periodic checks of employee's licenses through visual and formal Department of Motor Vehicles review checks shall be made by the department heads. Any employee who does not hold a valid driver's license will not be allowed to operate a City vehicle until he obtains a valid license. If driving is an essential duty of the position, the employee may be demoted to a position not requiring a driver's license, suspended without pay until they again have a valid license, or terminated from City employment.

Any employee performing work which requires the operation of a City vehicle must notify his immediate supervisor in the case that his license expires, is suspended or revoked, or who is unable to obtain an occupational permit from the State Department of Licensing. If an employee fails to report an instance, he will be subject to disciplinary action, including demotion or termination. An employee who fails to immediately report a revocation or suspension to his supervisor and continues to operate a City vehicle shall be subject to possible termination and personal liability claims by the City and/or insurer for any damages resulting from such failure.

## **Collision Investigation Involving City Employees and Vehicles**

1. If while operating a City-owned vehicle or a privately-owned vehicle in the performance of official duties an employee is involved in an accident resulting in personal injury or property damage, the employee shall request that all parties and properties concerned remain at the scene of the accident, if possible, until a law enforcement representative has released them.
2. All collisions involving City vehicles or persons on duty and actively engaged in City business will be investigated by a police agency.
  - a. If a collision occurs outside of the City, the collision will be investigated by the police agency having jurisdiction.
  - b. If a collision occurs within the City and involved property damage or a minor (non-hospitalization) injury, the City Public Safety Department, or other police jurisdiction at their request, will investigate the collision.
  - c. If the collision occurs within the City and the collision results in a fatality or injury requiring immediate hospitalization of any party, the accident will be investigated by an outside authority. The City Public Safety Department and City Manager will handle selection of an outside authority.
3. Employees must refrain from making statements regarding the accident with anyone other than the investigating law enforcement representative, appropriate City officials, or representatives of his own insurance company if the employee's privately owned vehicle is involved. Statement made to investigating authorities should be confined to factual observations.
4. A copy of all police reports and any statement attached must be forwarded to the City Clerk within one (1) day. The City Clerk will report the accident to the Employee's Safety and Health Committee.
5. If an employee is injured, procedures should be followed as outlined in Administrative Policy regarding **On-The-Job Injury or Illness**.
6. In the case of a fatality or if two or more employees are hospitalized, the Human Resources Director will report the accident to MIOSHA within eight (8)

hours after the occurrence of the accident. The report shall relate the circumstances, the number of fatalities and the extent of any injuries.

7. The City, to the greatest extent possible, shall investigate near-misses (likelihood of personal injury or property damage).

#### Safety Program, Safety Orientation, Accident Investigation and Reporting:

It is the policy of the City of Albion to promote a safe and healthy work environment.

1. Safety Orientation: City employees are to receive a safety orientation and handbook at the beginning of employment. The employee is to read the handbook. Supervisors shall monitor each employee's safety practices and update the form and document for the personnel files. Safety retraining may be required.
2. Accident Reporting and Purpose: **All accidents**, no matter how minor, shall be reported **promptly** to the immediate supervisor for evaluation or investigation. Since every accident includes a sequence of contributing causes, it is possible to avoid a repeat performance of the first event by recognizing and eliminating these causes. The removal of just a single cause can prevent a recurrence. During the supervisors evaluation he must determine the possible consequences that could take place if the situation is not corrected and take appropriate action based on the findings (i.e. investigate, report, correct, etc.).
3. Medical Emergency Procedure: An ambulance must be called in cases where the employee needs immediate medical attention.
4. Documentation Procedures:
  - a. **Minor Injuries**: (No doctor or outside medical help needed.) After the emergency actions following an accident, an investigation of the accident will be conducted by the immediate supervisor in conjunction with any witnesses to the accident to determine the causes. The finding of the investigation shall be documented, signed by the employee and

supervisor, and reported to the Human Resources Director. Copies will be made for the employee's personnel files, department head files, and safety files.

- b. **Major Injuries:** (Requiring doctor or outpatient care.) The City Manager and department head are to be notified immediately by the person in charge and an investigation under the direction of the department head will be conducted. In addition, the inspection party will include the Human Resources Director. The findings of the investigation shall be documented and signed by the employee and supervisor. Copies will be made for the employee's personnel files, the department head and safety files.

### **Employee Conduct**

It shall be the duty of all employees to maintain a high standard of cooperation, efficiency, and integrity in their work with the City. If an employee's conduct falls below standard, the employee may be subject to disciplinary action, up to and including termination.

Some general things which an employee may be disciplined for include, but are not limited to:

1. Reporting to work under the influence of intoxicants or nonprescription or illegal drugs, or using these substances while on City property;
2. Failure to follow the orders of the employees supervisor(s);
3. Being absent from work without permission or failure to report to the supervisor or department head when absent;
4. Habitual absenteeism or tardiness for any reason;
5. Failure to perform assigned work in an efficient or effective manner;
6. Waste of material property or working time (including sleeping on the job);

7. The inability to get along with fellow employees so that work being done is hindered and not up to required levels;
8. Failure to observe security procedure for property, equipment and personnel;
9. Indecent or immoral conduct on the job;
10. The commission of a crime
11. Violation of safety rules and regulations
12. Speaking critically or making derogatory or false accusation to discredit other employees or supervisors;
13. Removal of City money, merchandise, or property without permission, including property in the custody of the City;
14. Lying to supervisor(s) in connection with job duties and responsibilities;
15. Dishonesty, including intentionally giving false information, the intentional falsification of records, or the making of false statements when applying for employment;
16. Being on City premises during non-working hours without permission;
17. Divulging or misusing confidential information, including removal from the premises, without proper authorization, any employee lists, records, designs, drawings, or confidential information of any kind, in any form, including, but not limited to, printed or electronic data or files;
18. Accepting fees, gifts, or other valuable items for the performance of the employee's official duties for the City;
19. The inability or unwillingness to perform an assigned job;
20. Falsification of time records for payroll'
21. Abuse of sick leave privileges by reporting as sick when not sick or obtaining sick leave pay falsely or under false pretenses;
22. Sexual harassment; and
23. Insubordination to supervisory/management employees.

**Administration of Employee Personnel Records, Establishment of  
Procedures and Responsibilities for the Maintenance of Personnel  
Records**

1. The City Manager or designated Human Resources Director is responsible for establishing and maintaining an official personnel file for each employee of the City.
2. Department heads are responsible for the forwarding of documents for the inclusion in the Personnel files of employees assigned to their department.
3. Employees are responsible for the verification of information contained in their personnel file through periodic audit. An administration representative must be present when a file is audited. Only the City Manager or Human Resource Director may remove items from personnel files. The department head shall schedule all audits or inspections of record by employees. All audit appointments should be with the Human Resources Director. The purpose of the audit or inspection is to ensure accuracy and completeness of the file.
4. Each employee folder will contain an entry log for recording every person's access to the records and purposes.
5. Items not included in the Official Personnel File or Official Finance Department records of the City may not be used for either promotional or disciplinary proceedings, unless the employee falsified time or other work-related information.
6. These records are maintained during the tenure of the employee and for seven (7) years after the employee leaves the City's employment.

**I. Identification of Information to be Included in the Employee's Personnel File**

- A. Permanent Documents. Documents retained in the folder throughout the association of an employee with the City are:
1. The employee's application;
  2. Job description and specification information;
  3. Job performance ratings and evaluations;
  4. Education and training information;
  5. Personnel data card; and
  6. Personnel action forms.
- B. Information regarding an employee's medical condition will be maintained in a separate file from the regular personnel file.

**II. Establishment of Procedures for the Release and Accessibility of Information and Audit of the Personnel Files.**

- A. City personnel must treat as confidential all employee information, except information relating to job title, department, base salary and dates of employment.
- B. Information in the personnel file will only be released to the public as required by law.
- C. Access to information contained in the personnel file will be limited to the City Manager or persons designated by him, Human Resource Director, respective department heads, immediate supervisor and the employee. Files pertaining to employees who are bonafide candidates of interdepartmental transfer will be accessible to the prospective gaining department head.

**Personnel Status Change**

All employees are to notify the Human Resource Department and the employee's department head of any of the following:

1. Sick leave;
2. Vacation;
3. Change of address or phone number;
4. Changes in marital status;
5. Legal name changes;
6. The birth or death of any dependent;
7. Job related training;
8. Changes in beneficiary;
9. Changes in withholding exemptions; and
10. Any injury on the job.

### **Fringe Benefits**

#### Leaves of Absence:

Leaves of absence may be granted at the sole discretion of the City Manager. There is no guarantee of reemployment in the same position following a leave of absence.

#### Sick Leave:

Regular full-time employees shall be eligible for sick leave benefits after completion of their orientation period at the rate of twelve (8 hour) days per year to a maximum number of 480 hours. Maximum accrual for employees hired before 2/1/2000 shall be 720 hours.

Each employee has the responsibility of notifying their department head that he is not able to come to work as soon as practical prior to his designated starting time. The City may request a doctor's certificate as to the employee's illness or injury preventing him from reporting to work and as to his fitness to perform assigned duties.

Sick leave may be charged in cases of injury or illness in the employee's immediate family, pursuant to the Family Medical Leave Act, as defined by the Act (FMLA). Contact the Human Resources Department for specific eligibility.

Such leave cannot be used to offset absence from work for pay purposes for other than sickness, except as provided for in the FMLA, or as specifically provided for within this Handbook.

A regular full-time employee hired before 2/1/2000 leaving the service of the City by reason of retirement or death will be paid in a lump sum all accumulated sick leave, not to be included in Final Average Compensation, to a maximum of 440 hours of sick leave. In all other cases of termination, no sick leave benefits will be paid. For employees hired after 2/1/2000 there shall be no payout of unused sick leave.

#### Insurance Opt Out:

An employee may opt out of all City provided health, dental and/or vision insurance and receive a cash payment in lieu of all such coverages if they meet all of the following conditions:

1. The employee provides written proof that they are covered and continue to be covered under other insurance coverages;
2. The employee signs a written election to waive such coverages;
3. The employee participates in the City's Flexible Spending Program (FLA);
4. The employee may enroll or re-enroll in the City's insurance programs during any annual open enrollment, or when eligible due to qualifying event (see Human Resources for specific questions).

#### Flexible Spending Accounts:

The City provides the opportunity for employees to participate in a Flexible Spending Account Program (FSA) pursuant to IRC 125. In addition to

insurance opt out, the employee may utilize this program for pretax payment of insurance premiums for City insurance coverages.

#### Bereavement Leave:

If the employee is required to be absent because of a death in their immediate family, the employee is entitled to three days of leave. Immediate family is defined as a spouse, mother, father, stepmother, stepfather, sister, brother, stepsister, stepbrother, children, grandchildren, grandparents, brother-in-law, sister-in-law, mother-in-law, father-in-law, daughter-in-law, son-in-law, stepchildren and step-grandchildren. Employees are expected to report the need for bereavement leave to their supervisor prior to their designated starting time. If additional time is necessary over the days provided for above for a death in the immediate family, it may be granted with permission from both the City Manager and the employee's supervisor. It will be charged to vacation or sick leave.

Time paid for bereavement will not be counted as hours worked for the purpose of computing overtime. Bereavement pay will not be paid in addition to other allowable pay for the same day, such as holiday pay, sick pay, etc. When a death occurs in the family while an employee is on vacation, the appropriate time will be charged to bereavement rather than vacation days.

The City may require verification of both the death of the family member and the family relationship to the employee.

Bereavement time may not be deferred, nor split. It may only be used immediately following the death.

#### Military Leave:

Military leave shall be granted in accordance with the existing law. Employees excused for Military Duty will be reimbursed by the City for the difference between the Military pay received for the service and the employee's

regular wage (excluding overtime) (two weeks maximum annually). Such leave will be granted provided that:

1. The employee requests in writing the military leave and reimbursement of it;
2. The request is endorsed by the department head and approved by the City Manager;
3. Acceptable evidence confirming the amount of military pay received for the period requested is presented to the City.

#### Enlistees:

Employees who are either voluntary or involuntary members of military reserve units, or whose draft status classifies them as subject to call to active duty must notify their supervisor in writing as a condition of the granting of a leave of absence. Employees intending to enlist in the military service must also notify their supervisor in writing. This information shall be made a part of the employee's personnel record.

Hospital health and group life insurance plans do not cover employees while serving on active military duty. Employees will be suspended from coverage under these programs and will be reinstated immediately upon return to active employment. The employee may request payment for accrued vacation leave for which they are eligible on the date the leave of absence begins. The employee granted a leave of absence shall be suspended from active participation in all other employee benefit programs during the leave of absence period. Upon their honorable separation, the employee will be reinstated in accordance with the law. In all cases of military leave, the employee will be allowed to accrue seniority as though they had never left the City's service.

#### Jury Duty:

Employees excused for jury duty will be reimbursed by the City for the difference between the fees received for this service and the employee's regular wage provided that:

1. A written request is submitted by the employee; and
2. Acceptable evidence confirming the amount of fees received by the employee is included with the written request. An employee is expected to report for regular City duty when temporarily excused from attendance in Court. If the jury is not in session, the employee must report to work.

#### Medical Leave:

Employees may utilize sick leave, vacation credits, or other accumulated time for medical leave pursuant to the Family Medical Leave Act (FMLA). If an employee is not able to return to work after an approved leave, their employment will automatically terminate. The City will pay the employee's health insurance benefits until the employee's sick leave, vacation credits and FMLA leave is exhausted. Thereafter, the employee must pay for his insurance coverage. An employee will not accrue sick leave and vacation benefits while on Medical Leave.

In the event of a work-related injury, the provisions of the section detailing Worker's Compensation and rights under State of Michigan law shall control the length of Medical Leave, use of sick leave time and accrual and continuation of benefits. Otherwise, this provision shall apply.

A request for leave must be made by the employee at the earliest date possible, stating the reason for the request and the number of days of leave desired. A statement by the attending physician must be furnished by the employee at the time of the leave request if the leave will exceed three days; and it must state the approximate date the employee can return to work and whether the employee can, before and after the leave period, perform the work required of the employee's job. The City may require supplementary statements from the employee's physician updating the City on the status of the employee's medical condition and the employee's ability to continue to work. The City may

also require the employee to submit to a physical examination by a doctor, selected and paid for by the City.

#### Leave Without Pay:

Leave without pay may be granted subject to the approval of the City Manager. The employee must provide a written request at least two (2) weeks preceding the date of leave. Under extraordinary circumstances the two (2) week notice may be waived. No leave of more than 90 days shall be approved unless the Labor Committee also approves it. Leave without pay will only be considered after all accumulated paid leave days, except sick leave, have been used. If the request is due to illness, then all accumulated sick leave days must also be used. If an employee is not able to return to work following the approved leave, their employment will automatically terminate.

Seniority and fringe benefits shall be frozen as of the start of such leave and will resume upon return to regular work duties.

#### Failure to Report to Work at the Conclusion of Leave:

Failure to report back to regular duties at the termination of any leave period constitutes, and shall be construed as, voluntary resignation of the employee.

#### Outside Employment during the Leave of Absence:

An employee shall not engage in gainful employment, except military duty pursuant to military leave, during a leave of absence. A violation of this article will subject the employee to discipline up to and including discharge.

#### Vacation Pay:

On each anniversary of their seniority date an employee covered hereby shall be eligible for a paid vacation as follows:

Seniority	Vacation Period	Vacation Pay
1-5 years	2 weeks	80 hours
6-15 years	3 weeks	120 hours
15+ years	4 weeks	160 hours

Eligible employees may take their vacation at any time during the 12 months in which they are eligible for vacation. The City will determine the number of people who can be on vacation at the same time.

Payment in lieu of vacation pay will not be made. Normally, vacation time will not accumulate from one year to the next, except in unusual conditions or situations as determined and approved in writing by the City Manager. In such cases, the City Manager will grant carryover vacation time not to exceed a maximum of two weeks and shall not be cumulative.

Holiday Pay:

Holiday pay is compensation paid to regular and part-time employees for time during which work would normally be performed, the work having been suspended by reason of a general holiday.

The City of Albion recognizes the following holidays:

- |                               |                            |
|-------------------------------|----------------------------|
| New Year's Eve                | Labor Day                  |
| New Year's Day                | Veterans Day               |
| Martin Luther King's Birthday | Thanksgiving Day           |
| President's Day               | The Day after Thanksgiving |
| Good Friday                   | Christmas Eve              |
| Memorial Day                  | Christmas Day              |
| Independence Day              |                            |

Should any of these holidays fall on a Saturday, Friday will be considered a paid holiday. Should any holiday fall on a Sunday, Monday will be considered a paid holiday.

In order to receive pay for an observed holiday, an employee must work the day before and the day after the holiday if scheduled to work, unless on paid leave time. Regular part-time employees shall be paid for observed holidays

which fall on days for which they would have been scheduled, according to the number of hours for which they are scheduled to work on that day.

#### Non-FLSA Exempt:

Employees who are required to work on any holiday shall be paid time and one-half for the hours worked. Exempt employees shall receive no additional pay.

Employees who are scheduled or who agree to work on one of the designated holidays or the day observed in lieu thereof, if any, and who do not work shall not receive holiday pay.

Holidays occurring during the employee's vacation period, bereavement leave, sick leave, or other approved leave periods are compensable as holidays. Holidays occurring during layoff or suspension are not compensable.

#### Insurance:

The City of Albion provides the following insurance benefits to its regular full-time employees and elected officials:

##### **1. Life insurance**

Each non-salaried, exempt employee, and each elected official, is eligible for a minimum of \$25,000 of life insurance. Salaried, full-time regular, exempt employees shall be covered by an additional \$25,000 of life insurance.

##### **2. Hospitalization**

The City shall provide a medical insurance plan for employees. Contact the Human Resource Department for the plan specifics. The City reserves the right to amend and abolish such coverage at its sole discretion.

##### **3. Coverage Continuation**

Continuation of health insurance coverage is available to all regular full-time employees, their spouses and dependent children in

accordance with the provisions of the Consolidated Omnibus Budget Reconciliation Act of 1986 (C.O.B.R.A.).

#### Workers' Compensation:

The City, in accordance with State law, provides "Workers' Compensation" if an employee is injured in the course of employment.

In addition, if the employee requests in writing, the City will allow the employee to make up the difference between the allowance under the Workers' Compensation law and the employee's regular base wage based on a 40-hour work week for non-salaried employees. The difference will be deducted from the employee's sick leave hours in not less than one-hour minimum increments for each day paid until the Sick Leave hours have been depleted.

An employee who is injured on the job and is receiving Workers' Compensation may remain on medical leave for a period not to exceed twelve (12) months. If an employee is not able to return to work after twelve (12) months, their employment will automatically terminate. An employee's benefits will continue to accrue (including payment for health insurance) during this twelve (12) month period, except an employee will not accrue vacation or sick leave benefits while on Workers' Compensation. Employees who are covered by one of the City's retirement plans should review their eligibility for disability retirement if they are expected to be off more than twelve months.

#### Unemployment Compensation:

The City of Albion pays unemployment insurance premiums on behalf of each employee.

#### Retirement Plan:

A full-time, regular employee, except officers in the Public Safety Department, are covered by the Michigan Municipal Employee's Retirement System, of which Albion is a participating community. The officers in the Public

Safety Department are covered by Act 345 and Public Acts of 1937 as amended and are enrolled immediately upon employment.

All employees, except those noted in Public Safety, are covered by Social Security. Deductions are made from the employee's pay for their share and the City also makes payments for Social Security.

All department heads, the City Manager, and exempt full-time REGULAR employees hired on or after October 1, 1997, shall be covered under the MERS Defined Contribution Benefit Program with an employer contribution of 7% of base compensation. Exempt employees hired prior to October 1, 1997 shall be covered under the MERS Defined Benefit Program B-3. Employees covered under the defined contribution program shall be fully vested after three years full time service credit. There shall be no partial vesting for any employee leaving City employment before completing three years service.

#### Post Retirement Health Care:

Employees who retire from the City of Albion may be entitled to partial funding of post retirement health care as a result of their City service. To be eligible for such post retirement health care funding an employee must retire from the City, have a minimum of ten years full-time City service and be at least 55 years of age and not be covered, or eligible for, other group coverage as a result of other employment or spousal coverage. The City of Albion reserves the right to alter, amend or terminate any health care program offered through the City in which a retiree is eligible to participate. The City reserves the right to credit any federally or state mandated post retirement health care payments on behalf of any retired employee toward fulfilling its obligation for post retirement health care.

#### Longevity Pay:

Employees who, on or before the first day of December each calendar year, have completed a minimum of five (5) years of continuous service with the

City and who as of the first day of December are still employed by the City shall qualify for a lump sum longevity payment in December of that year, which shall be computed on the basis of twenty-five dollars (\$25.00) for each full year of continuous service completed on or before the first day of December in the calendar year in which the payment is made, up to a maximum of six-hundred dollars (\$600).

#### Tuition Reimbursement:

The City may provide financial assistance to you if you are interested in furthering your formal education. Our tuition reimbursement limits potential payments to the cost of tuition and books.

To qualify for this program, you must have been employed by the City for six months and must be enrolled in a course of study that is specifically related to your present job.

To apply for financial assistance, complete an Application for Educational Assistance, including complete course description(s), length and cost of the courses(s) and submit it to the Human Resource Department prior to enrolling in the course. The Human Resource Department will review the application and will notify you of its decision. You must obtain approval before enrolling in the course(s). Failure to do so renders you ineligible for reimbursement.

You are responsible for paying all expenses. After you have completed the course(s), if you receive a grade of "C" or better in the course or "B" or better in graduate courses and are still employed by us, we will reimburse you for all covered tuition and book expenses, not to exceed \$1,500 in any calendar year. No reimbursement will be paid to employees who have terminated their employment.

#### Deferred Compensation:

The City provides an option to any regular employee to invest a portion of his present earnings in a deferred compensation plan. This is an arrangement

where a certain dollar amount can be designated by the employee to be withheld from his paycheck and invested for payment at a later date, usually at retirement, when most people are in a lower income bracket. Under this arrangement, neither the deferred amount nor earnings on the investments are subject to current federal income taxes until such time as the employee receives payment from the plan.

The City-approved program includes various investment options and is currently administered by the International City Management Association (ICMA) Retirement Corporation. Enrollment can be arranged through the Human Resource Department and is open to any individual who has achieved "regular" employee status with the City. Contributions to the program are financed solely by the employee through payroll deductions. Benefits received through this program are in addition to any Social Security or Retirement System benefits for which the participating employee would be eligible.

### **Employee Assistance Program**

The City of Albion recognizes that a number of personal or medical problems may affect employee job performance and that these problems can improve through effective professional assistance. Personal or medical problems may include alcoholism and other chemical dependency, marital or family conflicts, financial or legal difficulties and emotional problems. It is in the best interest of the employee that personal or medical problems be identified and treated at the earliest possible stage. The purpose of this statement is to assure that the employee having a personal problem will receive an offer of confidential, professional assistance through the Employee Assistance Program (EAP). The EAP offers free, confidential, assessment and referral services to the City of Albion employees and members of their families. "Family" includes dependents and those living in the same household.

### Employee Responsibilities:

1. The decision to seek assistance and accept treatment for any personal or medical problem is the responsibility of the employee. When substandard work performance appears to be caused by illness or personal problems, employees are expected to secure appropriate treatment or assistance.
2. An employee participating in the EAP will be expected to meet established work rules and standards within the framework of existing personnel policies and procedures. This program is not intended to replace or interfere with contractual agreements or management's normal disciplinary process. It is the responsibility of the employee to make the initial contact with the EAP, although a supervisor or coworker may refer him.
3. Employees who refer themselves or who are informally referred by a coworker, union representative, or supervisor may arrange to use EAP services before or after scheduled work hours or during work hours with supervisory permission.
4. No information regarding a self-referral or informally referred employee is released by EAP staff to other persons, agencies, or employees unless a formal Release of Information Consent Form has been executed or an Emergency Release of Information Form is necessary. An Emergency Release of Information Form is required by the State of Michigan in certain situations such as the reporting of child abuse and neglect.
5. Employees seeking assistance for a personal or medical problem will not be penalized for recognizing or seeking help for a problem.
6. The City of Albion recognizes that supervisory personnel are not trained to be diagnosticians of personal and medical problems, yet they may be the first to notice deteriorating job performance, which may indicate such problems. Since employees with impaired job performance often present special problems, supervisors and union representatives are encouraged to attend EAP training sessions and to utilize confidential consultation provided by the EAP staff.

When a supervisor identifies an attendance or job performance problem that is not corrected by normal supervisory assistance, the following procedure is to be implemented:

Procedure:

1. The supervisor will discuss the situation with the EAP counselor to determine whether a referral to EAP might be indicated by the performance patterns observed. The supervisor will provide the counselor with necessary background information regarding the employee.
2. The supervisor shall meet privately with the employee to refer the employee to the EAP. The supervisor will describe EAP policies regarding confidentiality and inform the employee that participation in the EAP is voluntary. If the employee agrees to utilize the EAP, the supervisor will assist the employee in contacting the EAP counselor.
3. The employee will arrange any further EAP appointments or treatment services before or after scheduled work hours or during work hours with supervisory permission.
4. The supervisor will document in confidential department records that he met with the employee, referred the employee to the EAP and contacted the EAP regarding the referral. A copy of the written referral memorandum is retained in the supervisor's department records, not in the personnel files.
5. The EAP counselor will meet with the employee, determine the nature of the problem and develop a mutually agreeable plan to address the problem. This may include a referral to the most appropriate external resource to assist in addressing the problem and follow-up services as appropriate.
6. The EAP counselor will inform the supervisor only as to the fact of whether the employee keeps the appointment and whether the employee decides to follow recommendations of the counselor. The EAP counselor will provide no further information to the supervisor, other staff, or individuals, unless a

Formal Release of Information Consent Form has been executed or an Emergency Release of Information Form is necessary.

### **Payroll Deductions**

The City withholds certain automatic deductions from the employee's paychecks. Starting and changing voluntary deductions must be requested on a form provided by the City Finance office. The City reserves the right to limit voluntary deductions as to number and type at its sole discretion.

1. Mandatory Deductions
  - a. Federal Social Security (FICA)
  - b. Federal Income Tax
  - c. State Income Tax
  - d. City Income Tax
  - e. Court-Mandated Garnishments
  - f. Friend of the Court payments under an income withholding order
2. Voluntary Deductions
3. Garnishments

The City will withhold Court-ordered garnishments in the amount and manner prescribed by State law. All garnishments will be withheld from the first paycheck following the date the court order is received in the City Clerk's office.

The City encourages all employees to pay their obligations in a timely manner and to make every effort to avoid garnishments. If an employee is unable to meet his financial obligations in a timely manner, the employee should seek advice through the Employee Assistance Program.

## **Residency Requirements**

Employees of the City of Albion are required to be residents of the City. This provision will be suspended if the State of Michigan law prohibits it, but shall become automatically effective again if the State law is overturned or revoked.

## **Solicitation and Gifts**

Any solicitation among City employees during working hours, regardless of purpose, must be approved by the City Manager and department head.

No employee of the City shall accept any monetary gift. If an employee receives such a gift, it shall immediately be forwarded to the department head. The department head shall return the gift with a note stating that City employees are not permitted to accept monetary gifts. The City Manager's office shall be advised of each such gift, and a copy of the letter returning it filed with the Manager's office.

Gifts given to a special fund are exempt from the above policy. Gifts of this nature shall be immediately forwarded to the City Managers' office for acknowledgment and proper disposition.

Gifts such as supplies, nuts, candies, cigars, etc. with a de minimus value may be accepted by an employee or by a department.

No city employee acting in their official capacity shall endorse or encourage the sale of one product or service over another.

## **Government Ethics and Disclosure of Information**

The City strives to maintain a high standard of ethics, which it believes is in keeping with good municipal citizenship. To assure that these standards of conduct are not violated, the City requires all employees to conduct their business in an ethical and legal fashion. This includes avoidance of any activity

outside of your employment with the City that would adversely affect your performance on the job or involve possible conflict of interest.

The policy of the City with respect to conflicts of interest requires that all employees avoid any conflict between their personal interests and the interests of the City, unless such conflict has been fully disclosed to and approved by the City Council. This includes dealing with suppliers, fellow employees, customers, and all other organizations or individuals doing or seeking to do business with the City. Furthermore, the City requires that competitive bidding be used wherever practicable in the procurement of materials, supplies, equipment and contracted services.

It is not possible to enumerate all of the situations that might be in conflict with this policy; however, the examples below indicate some of the relationships that should be avoided. It is considered to be in conflict with the City's interests:

1. For employees or any member of their family or close personal friends to have an interest in any business organization which deals with the City where there is an opportunity for preferential treatment to be given or received;
2. For employees or any member of their family to buy, sell, or lease any kind of property, product, facilities, equipment or services from or to the City or from or to any other company, firm, or individual who is seeking to become a contractor, supplier, or major customer, except with the knowledge and consent of the City Council;
3. For employees to serve as officers or directors of any company, in any management capacity for, or as a consultant to any individual, firm, or other company doing or seeking to do business with the City;
4. For employees, without proper authority, to give to anyone any data or information of a confidential nature concerning the City or to use such information to their personal advantage;

5. For employees or any member of their families to accept gifts, services, payments, loans, or entertainment from anyone doing or seeking to do business with the City;

While some of the above examples refer specifically to employees or any member of their family, it is intended that any material business transactions that in any way involve a related party, personal friend, spouse-to-be, or close associate, either directly or indirectly can result in a conflict of interest situation.

Managers and supervisors are responsible for making certain that all employees under their supervision, both hourly and salaried, are aware of the City policy and that any violations are promptly reported to the City Manager or Mayor.

Any actions or conditions which are unethical or in conflict with the City's interest, as described above, shall be sufficient grounds for disciplinary action up to and including dismissal. Undoubtedly, there will be borderline cases in which employees are uncertain as to whether they are in violation of these policies. In any such case, employees should report such circumstances to the City Manager or Mayor. It is intended that disciplinary action will not follow in borderline cases that are properly reported if there is a reasonable doubt as to the applicability of the policies.

### **Authorization of Employment**

All employees of the City of Albion are required by federal law to verify their authorization to work in the United States. In compliance with the law, the City of Albion prohibits discrimination in hiring, recruiting, referring for a fee and discharging based on citizenship and national origin.

## **Layoff and Recall**

Should the City determine that layoffs are necessary, the City will decide in its discretion, the employees to be laid off and recalled. Without limiting the City's discretion, the City may consider the following factors in laying off employees and in recalling employees: ability and skill for available jobs, work record, attendance, length of service and the operational needs of the City.

Employees on layoff status who are unavailable for return within ten days of recall shall be deemed to have voluntarily resigned and shall have no further recall consideration.

Employees on layoff for one year will be automatically terminated.

## **Promotions and Transfers**

### **Promotions:**

As our City expands or as new job opportunities and vacancies occur, the City will attempt to fill job openings with existing employees, provided that they, in the City's judgment, are qualified to perform the position.

An employee who is promoted may return to his former job within thirty (30) days of promotion provided the job is still available.

### **Transfers:**

Transfers may be approved or directed by the City Manager.

## **Conflicts of Interest**

The City, in its discretion, may assign relatives of employees in such a manner as to avoid any conflict of interest or impression of favoritism. See also State of Michigan law and sections herein covering Ethics and Employee Conduct.

## **Outside Employment**

### **Procedure:**

When outside employment is sought, the employee is requested to notify their department head prior to engaging in the activity. No employee shall directly or indirectly maintain any outside business or employment that affects their job performance adversely or creates a conflict of interest that might directly or indirectly affect the City's interests. See also Section on Ethics, Employee Conduct and Conflict of Interest.

## **Overtime**

### **Full-time Employees:**

The City pays time and one-half for all overtime in accordance with federal and state laws. All full-time hourly employees shall receive time and one-half for all hours worked over forty (40) straight-time hours in any one workweek. An employee will also receive time and one-half for working all recognized City holidays.

Not all employees are eligible for overtime. Please contact your supervisor to see if you are eligible for overtime.

Employees exempt from the overtime requirements of the FLSA shall not be eligible for any paid overtime. The City Manager may grant, at his discretion, Administrative time off not to exceed 5 days, non-cumulative, per calendar year, in recognition of the many hours outside the regular workday worked by exempt, non-represented personnel.

### **Part-time Employees:**

Regular part-time employees will receive time and one-half for working all recognized City holidays.

### Temporary and Seasonal Employees:

Temporary and Seasonal employees will not receive overtime pay unless more than forty (40) hours are worked during a week. The workweek shall commence Sunday morning.

## **Salary, Job Classification, Department Rules**

### Salary:

Each year, upon the adoption of the City's budget, or as a part thereof, the City Council will adopt a salary and wage policy, or resolution. This shall establish the maximum pay or increase; actual increases will be set by the City Manager (except as otherwise provided for in individual employment agreements).

### Job Duties, Departmental Rules:

All employees shall be paid within the parameters established by the City Council, and actual salary set by the manager, and will be expected to perform all duties incident to their position as set forth in the Albion City Charter, the Ordinances, the Statutes of the State of Michigan and such other duties as may be assigned by the City Manager, their department head, or in the case of appointed officials, the City Council. All employees shall be subject to the rules of their department in effect at the time of entering the service or any amendments to the rules during their service with the City. Infraction of the rules will make the employee subject to disciplinary action, up to and including discharge.

Your job duties and responsibilities will be explained to you by your supervisor. The City reserves the right to modify, change, add, or delete job duties and responsibilities. Such changes must be approved by the City Manager.

## **Termination – Resignation**

### **Termination:**

Just as any employee may resign at any time for any reason, or for no reason at all, the City reserves the right to terminate an employee with or without cause at any time. No representative of the City has the authority to enter into an agreement for employment for a specified period of time or to make any agreement contrary to the “at-will” employment provisions contained in the Albion City Ordinance or the Employees Policies and Procedures Handbook. This policy applies to all of our employees, irrespective of their length of service and will continue to apply to your employment as long as you work for the City.

### **Resignation:**

Department heads who plan to retire or resign voluntarily shall notify the City of their intention in a letter directed to the City Manager. Other employees who plan to retire or resign voluntarily shall notify the City of their intention in a letter to their department head. The letter should state the employee’s effective date of resignation. A minimum of four (4) weeks is required, unless a shorter period of notice is agreed to by the City Manager in writing.

All employees shall receive pay and eligible accrued vacation time when they properly follow the procedure outlined above.

## **Exit Interview**

Employees leaving the City’s employ are requested to participate in an exit interview. Employees who participate in the exit interview, return this Employee Policies and Procedures Handbook and execute a release shall receive \$50.

## **The Door is Always Open**

We hope this Handbook will be helpful to you as an employee of the City and will serve as a useful reference in explaining our benefits and policies and your job responsibilities. We want you to feel free to discuss with us any problems that occur on the job or any suggestions you might have for improvement in any area of our operations. Our door is always open to you. We wish you the best and trust your tenure with us will be satisfying and rewarding.

## **Acknowledgment**

The policies described in the Employee Policies and Procedures Handbook are not conditions of employment and are provided to me solely for the purpose of information. I understand that the contents of the Employee Policies and Procedures Handbook should not be construed to constitute a contract between the City and myself or for the providing of any benefits described in the Employee Policies and Procedures Handbook. I agree to conform to the rules and regulations of the City, unless otherwise modified or superseded by a collective bargaining agreement under which I am governed. I understand that the City reserves the right to alter, amend, modify, change, or terminate any of the rules, policies or benefits described in the Employee Policies and Procedures Handbook at any time it chooses with or without notice to me, unless otherwise modified or superseded by a collective bargaining agreement under which I am governed.

In consideration of my employment, I agree to conform to the rules and policies of the City and agree that my employment and compensation can be terminated with or without cause and with or without notice at any time at the option of either the City or me, unless otherwise modified or superseded by a collective bargaining agreement under which I am governed. I understand that no supervisor or representative of the City, other than the City Manager, has the authority to enter into any agreement contrary to the foregoing and that any such changes must be in writing directed exclusively to me and signed by the City Manager and me and which specifically refers to the Employee Policies and Procedures Handbook.

---

Name

Date

# **APPENDICIES**

# **APPENDIX A**

## **MEDICAL PLANS**

Employees may choose one of the three options provided.

## **Medical Insurance – General Information**

- A. The effective date for medical coverage shall be in accordance with the New Hire Agreement in effect between the City and the Insurance carrier.
- B. The insurance plan will cover spouses and dependent children until their nineteenth (19<sup>th</sup>) birthday or until age twenty-five (25) as long as the child is a qualified dependent under the terms of the insurance program. The City will cover fifty (50%) percent of the cost of the dependent rider for dependents over the age of 19 effective 04/01/2002. The insurance plan is provided subject to any changes the carrier makes to the plan.
- C. The City will provide a \$10 co-payment prescription drug card rider and will reimburse the employee \$5 for each prescription upon proof that the prescription is for the employee or dependent. Reimbursement payments will be made in groups of four (4) or more prescriptions.
- D. Eligibility, coverage and benefits under any of the insurance plans are subject to the terms and conditions contained in the contracts between the City and the carrier, including any waiting period or other time limits. Any rebates or refunds on premiums paid by the City accrue to the City. The City may select the carrier and from time to time change carriers or become self-insured, or cease to provide insurance if the City ceases any employer-provided health insurance policy, or a national or State health plan is mandated which covers City employees and retirees.
- E. In the event of a non-work related injury to an employee with resulting incapacity to work, the City will continue to pay the premiums of said insurance either for the period of time equal to such employee's accrued sick leave or for a period of three (3) months during said disability, inclusive of time off covered under the Family Medical Leave Act (FMLA), whichever period is greater. The employee may be able to continue coverage under the terms of COBRA.
- F. The City agrees to provide for the continued premium payments of the medical insurance for one (1) year from the date of any work-incurred injury with resulting incapacity to work. The employee may be able to continue coverage under the terms of COBRA.
- G. The City reserves the right to coordinate the medical coverage provided with any programs or mandates approved at the State or federal level.

# **OPTION I**

**BLUE MANAGED  
TRADITIONAL  
WITH DENTAL**

# **OPTION II**

**COMMUNITY BLUE PPO**

**PLAN 5  
WITH  
DENTAL & VISION**

## **OPTION III**

### MEDICAL OPT-OUT PROGRAM

## **Opt-Out of Medical Insurance**

The City of Albion recognizes that many employees currently have dual insurance coverage due to coverage also being provided by a spouse's employer. An employee choosing to cancel his health insurance coverage may do so provided he:

- ◆ Obtains proof of insurance through his spouse's policy noting an effective coverage date.
- ◆ Sets up an appointment with the Human Resources Director to provide proof of insurance coverage under the spouse's policy and signs the City of Albion's cancellation of insurance form.

Re-enrollment in the City's health care plan shall be provided for in April, during open enrollment, should an employee wish to reinstate his insurance coverage.

Other than during the open enrollment period, an employee cannot re-enroll back into the City's health care plan except under a qualified life event change as defined by the insurance carrier. A qualified life event change generally includes the following:

- a) Spouse loses medical coverage
- b) Death of spouse
- c) Birth/adoption of a child
- d) Marriage or divorce

Any employee electing to participate in the Opt-Out Plan will be paid \$1,800.00 in two equal installments of \$900.00. The first payment will be made after six (6) months without hospitalization coverage and the second payment after one year without hospitalization coverage. There will be no partial payments or pro-rata payments for employees who request to get back into City hospitalization coverage once they have opted out.

**APPENDIX B**

**EMPLOYEE ASSISTANCE  
PROGRAM  
(EAP)**

**APPENDIX C**

**RETIREMENT PLANS**

**MUNICIPAL  
EMPLOYEES'  
RETIREMENT SYSTEM  
OF  
MICHIGAN**

**MERS**

Most employees hired before the year 2000 are covered by the MERS B-3 Plan

## BENEFIT PROGRAM B-3

Benefit at retirement is based on 2.25% of the employee's final average compensation multiplied by years and months of credited service. This benefit shall not exceed 80% of the employee's final average compensation.

For more details on this retirement program, see the MERS Plan Document or the City's Human Resource Director.

**MUNICIPAL EMPLOYEES'  
RETIREMENT SYSTEM  
OF MICHIGAN**

**MERS**

Most employees hired in the year 2000 or later are covered by the MERS DC Plan

## MERS – DC PLAN

### MONEY PURCHASE PLAN

A Money Purchase Plan is a retirement plan that is “qualified” under Section 401(a) of the Internal Revenue Code. Each participant has a plan account to which contributions are made. Plan benefits are based on the total amount of money in your account at retirement or other eligible event. As a qualified plan participant, you are not taxed on employer contributions or upon earnings until they are withdrawn, usually at retirement when you may be in a lower tax bracket. Required employee contributions may also be made on a pre-tax basis at the employer’s election. There is a 7% employer contribution. You may also contribute your own pre-tax dollars to a supplemental 457 deferred compensation plan.

# **PUBLIC SAFETY OFFICERS RETIREMENT SYSTEM**

## **CITY OF ALBION PUBLIC SAFETY OFFICERS RETIREMENT SYSTEM**

The City of Albion Public Safety Officers Retirement System, established in accordance with act No. 345 of the Public Acts of 1937, as amended, is a financial program through which you and the City save together to help you meet the economic concerns of retirement, disability, or death.

As you contribute to your Retirement System, the City also contributes as required actuarially on your behalf – and the City’s contribution can only be used to provide benefits for you and your fellow public safety officers.

This booklet has been prepared to acquaint you with the main features of your Retirement System – to help you in planning your retirement income and protection for your family. We urge you to become familiar with these features and hope that you find this booklet helpful. However, your Retirement System is governed by the provisions of Act 345 (Act) and relevant labor contracts and this booklet is a general summary only. If you find a disagreement between this booklet and either Act 345 or your labor contract, your contract and the Act prevail. Please notify us so that the booklet may be corrected.

If you have any questions concerning the Retirement System or your membership, please contact the Retirement Board. Questions should be directed to the Board for an authoritative answer.

Public Safety Officers Retirement System

April 2000

**APPENDIX D**

**RETIREE  
HEALTH INSURANCE**

## **RETIREE HEALTH INSURANCE – GENERAL INFORMATION**

The following information applies to all employees except Public Safety Officers who have a separate program as delineated in their union contract.

- A. The City shall provide a cash supplement to eligible retirees to assist the employee in purchasing group health coverage. The retiree may purchase coverage through the City group plan if allowed by the carrier and/or federal or State law; or through any federally or State provided program. The retiree shall be responsible for costs of such coverage above the specified dollar supplement and failure to pay such costs in the manner and time frame specified by the employer shall result in loss of coverage. Any reinstatement after such loss of coverage shall be available only at the time and in the manner required by the insurance carrier.

The health care premium supplement shall be as follows:

Years worked for the City of Albion (full-time)	Supplement (limited to amount for single coverage)
10+ to 15 years	\$150/month or ½ of the two person rate, whichever is less
15+ to 20 years	\$200/month or ½ of the two person rate, whichever is less
20+ to 25 years	\$250/month or ½ of the two person rate, whichever is less
25+ years	\$300/month or ½ of the two person rate, whichever is less

An eligible retiree is an employee who retires after the effective date of this Agreement and who satisfies all the following requirements, or who has achieved the required number of years of service and is a member of the DC Plan.

1. The retiree has retired and is receiving benefits under the City's MERS Plan(s) or any subsequent retirement plan approved by the City.
2. The retiree has ten (10) years full-time service with the City and is at least 55 years of age, but less than the Medicare eligibility age.
3. The retiree is not receiving health insurance coverage from another employer or through the spouse of the retiree. In order to avoid duplicate coverage, the eligible retiree will sign a disclosure on the form provided before any premiums are paid by the City. The retiree shall cease to be eligible for benefits of this section during such periods of time that the retiree is covered under another health insurance program.

- B. Eligible retirees receiving City health contributions under this section shall be allowed to continue with the City's health insurance plan at their own cost (to the extent that the full premium is not covered by the City's contribution between the ages of 55 and the Medicare eligibility age). To continue such coverage, the retiree must remit the retiree's share of the premium cost to the City's Finance Department one month in advance of the City's payment date for said premium.
- C. The retiree must apply for Medicare (or any other government sponsored health insurance program) when eligible. There shall be a coordination of benefits with Medicare (or any other government sponsored health insurance program).
- D. Any funds established by the City to provide this benefit shall be vested solely in the City and no employee or eligible retiree shall be considered to have any proprietary interest in such funds. In the event any such funds are established or other funding sources identified or become available, regardless of the means, any such funds established for the purpose of providing medical coverage upon retirement shall belong exclusively and entirely to the City.
- E. Eligibility, coverage and benefits from the above insurance plans are subject to the terms and conditions contained in the contracts between the City and the carrier, including any waiting period or other time limits. Any rebates or refunds on premiums paid by the City accrue to the City. The City may select the carrier and from time to time change carriers or become self-insured, or cease to provide insurance if the City ceases any employer provided health insurance policy. In such case, the City shall pay directly to the eligible employee the dollar amount being paid per the above formula. The City retains the right to change insurance programs, modify coverages and/or terminate insured programs. If a national or State health plan is mandated and the City is required to cover the cost of said program, then there will be no payment to the retiree by the City.
- F. Eligible retirees will have the option of receiving additional coverage (which is provided by the City to active employees) if permitted by carriers and/or federal or State law at the retiree's cost in addition to the coverage provided for in this section. The additional premium cost shall be the obligation of the retiree. To be eligible for such additional coverage, the retiree must remit the retiree's share of the premium cost to the City's Finance Department one month in advance of the City's payment date for said premium.

- G. The City shall provide a cash supplement to reimburse the employee purchasing Medicare Part B coverage, or its successor, to the actual cost of Medicare Part B (or successor) premium or \$75/month, whichever is less:

Years worked for the City of Albion (full-time)	Supplement
10+ to 15 years	\$2/month per year of service.
15+ years	\$3.50/month per year of service over 15 years.

- H. To assist the City in dealing with the increase in cost for health care coverage, all active non-union employees shall make a payroll deduction into a non-refundable post retirement health care premium supplement fund as follows, beginning with the first full pay period beginning after:

1/1/2001	0.5% of wages
1/1/2002	Additional 0.5%; total contribution 1.0%
1/1/2003	Additional 0.5%; total contribution 1.5%
1/1/2004	Additional 0.5%; total contribution 2.0%

The above contribution rates shall apply to the employee's base pay and overtime compensation.

- I. Any funds established by the City to provide for medical insurance shall be vested solely in the City and no employee shall be considered to have any proprietary interest in such funds. In the event any such funds are established or other funding sources identified or become available, regardless of the means, any such funds established for the purpose of providing medical coverage shall belong exclusively and entirely to the City.

**APPENDIX E**

**EXPENSE  
REIMBURSEMENT  
POLICY**

# City of Albion

## Expense Reimbursement Policy for Local Officials and Employees

Original Date: 01/03/00

Reviewed/Revised:

The City of Albion shall reimburse City officials and employees for reasonable expenses incurred in carrying out their duties for the City. Each year monies shall be budgeted in various departmental accounts to cover reimbursement of expenses.

A. Spouses – Family – Guests:

Conference, meal, travel and other related costs for spouses, family members or guests will not be reimbursed by the City.

B. Travel:

Individuals using their personal vehicles for City business shall be reimbursed at the Internal Revenue Service (IRS) rate per mile. Reimbursement for air travel shall not exceed coach rates. Ride sharing and/or the use of City vehicles is encouraged where appropriate. Necessary parking and taxi/shuttle service will also be reimbursed.

C. Lodging:

The costs for lodging at out-of-town conferences shall be reimbursed at the conference standard room rate. The City will not cover costs for suites or upscale special rooms. Room sharing is encouraged where appropriate.

D. Meals:

Reasonable meal expenses will be reimbursed up to a maximum of three (3) meals per day. Meal receipts shall be required for all meals. Gratuities should not exceed 15%. No alcoholic beverages will be paid for or reimbursed with City funds.

E. Advance of Funds:

An individual may obtain an advance of funds for estimated expenses, provided that said amount shall be a payroll deduction in the event a properly completed expense voucher is not filed with the Clerk/Treasurer/Finance Director's office within thirty (30) days from the date of the advance of funds.

F. Miscellaneous:

Extra costs not related to City business such as personal telephone calls, movies, room service, laundry service, pre- and post-conference side trips, etc. shall not be reimbursed. Reimbursement for appropriate expense items not specifically covered under this policy shall require the approval of the City Manager.

G. Expense Form:

In order to receive reimbursement, the individual shall properly complete a City of Albion "Travel Request and Expense Account" form and turn it in to the Clerk/Treasurer/Finance Director's office for processing.

Receipts must be attached for the following:

- a. Registration/conference/workshop costs
- b. Lodging costs
- c. Meals
- d. Travel
  - 1. personal vehicle mileage based on standard map mileage chart
  - 2. coach rate air travel
  - 3. parking costs
  - 4. taxi/shuttle costs exceeding \$10.00 per day

Adopted by the Albion City Council on January 3, 2000.

# **APPENDIX F**

## **COMPUTER, E-MAIL, INTERNET POLICIES**

## City of Albion

### **COMPUTER, E-MAIL, INTERNET POLICIES**

#### **General Computer Policies**

1. Only those persons currently employed (or given special permission) are permitted to use any computer resources owned, rented or leased by the City of Albion.
2. Use of the City of Albion's computer resources or Internet connections for gambling, obtaining or distributing pornographic materials, and all other illegal activity is strictly forbidden. The City of Albion actively monitors incoming and outgoing Internet traffic for this type of usage.
3. Only Information Systems personnel or agents contracted by them may install software or hardware on any City of Albion computer system. Information Systems personnel may, at their discretion, authorize staff to perform specific software or hardware installations. All other software or hardware installations are strictly prohibited.
4. Unless departmental arrangements have been made, always obtain permission from a co-worker before using his/her P.C. Please be considerate. If you must use someone else's PC, do not change their colors or rearrange the screen icons.
5. Do not log in to your colleague's computer account. However, staff may authorize other staff members to use their files and/or directories in cooperative projects.
6. Where copyright laws apply, the City of Albion forbids unlawful copying of any software or manuals.

#### **Internet Use**

1. Access to the Internet is primarily for the exchange of information and research consistent with the vision, mission, goals and activities of the City of Albion.
2. Access to the Internet is provided as a business tool.
3. Employees are expected to use the Internet solely for job-related research and City of Albion business communications.
4. Employees shall not use the Internet for private or commercial business use.
5. Employees shall not use the Internet for inappropriate or unlawful purposes, including but not limited to, placing unauthorized information, computer viruses or harmful programs on or through the computer system in either public or private

files or messages, using obscene or otherwise inappropriate language in communications and obtaining, viewing or downloading information that is unlawful, obscene, indecent, vulgar, pornographic or otherwise objectionable.

6. Internet access records and records of downloaded files are not private and may be occasionally monitored as the City Manager deems necessary.
7. Department Heads shall be responsible to ensure proper employee use of the Internet.
8. Inappropriate or unlawful use of the Internet may result in the loss of access for the user and, depending on the seriousness of the infraction, can result in disciplinary action as deemed appropriate.

## **E-mail Use**

1. The above rules for the Internet also apply to the use of electronic mail provided to City of Albion employees. Electronic mail may constitute a public record under certain circumstances and may be accessible or obtainable by individuals, agencies and others outside the City of Albion and subject to state archivist rules for retention/destruction.
2. All E-mail originating from or received by City of Albion computer systems is City of Albion property, and is not considered private information.
3. Electronic mail will be monitored by your supervisor and/or the City Manager, as they deem necessary.

## **CITY HALL – COMPUTER/TELEPHONE ROOM ACCESS (added 06/08/2011)**

1. Access to the City Hall Computer/Telephone Room is restricted to individuals with specific authorization by the City Manager as follows:

### Authorized Personnel

- a. City Manager
- b. Director of Public Services \*
- c. Deputy Treasurer
- d. Chief of Public Safety \*
- e. Public Safety Lieutenant in charge of Administration \*
- f. The City's contracted computer consultant \*
- g. Public Safety Lieutenant & Sergeant in charge of ADPS in-car video system and DVD burner\*

Note: \* individuals that have been provided a key to the Computer/Telephone Room. There is also a key stored in the City Manager's office.

2. Anyone who accesses the Computer/Telephone Room without prior authorization of the City Manager shall be subject to disciplinary action.

**APPENDIX G**

**DRUG & ALCOHOL  
REHABILITATION  
PROGRAM  
LAST CHANCE  
AGREEMENT**

# LAST CHANCE AGREEMENT

## CITY OF ALBION

Employee Name: \_\_\_\_\_ (hereinafter referred to as “Employee”) has violated the City of Albion’s Drug and/or Alcohol Policies for which he understands the penalty may be discharge. The City, however, is willing to retain the Employee at this time under the following conditions, and the Employee specifically agrees that his reinstatement or continued employment is specifically contingent upon these conditions:

1. The Employee must complete a rehabilitation program approved by the City. The Employee shall be responsible for the cost of any such program, but may take advantage of any insurance benefit that may be available. Failure to attend, participate in good faith and successfully complete any treatment prescribed by such program will be considered a violation of this Agreement and will subject the Employee to immediate termination.
2. The Employee authorizes any agency to whom he may be referred to provide any and all information to the City regarding his attendance, participation, testing and cooperation with all phases of counseling, treatment, etc.
3. The Employee agrees to submit to unannounced drug and/or alcohol testing at any manner and frequency as determined by a substance abuse professional for a period of twenty-four (24) months from the date of the reinstatement of the Employee to the regular work schedule. The Employee agrees that all results from any drug and/or alcohol testing performed pursuant to this Agreement shall be released to the City. The Employee agrees to execute any release, consent or other document required for the release of the information described in this paragraph to the City. Refusal to submit to testing, adulteration of a sample or a test detection of metabolites for an illegal drug and/or alcohol, at any level, will result in the Employee’s immediate discharge.
4. The Employee agrees that he will be suspended without pay from the date of his suspension until the date he is reinstated and resumes regular work activities. The Employee may, at the discretion of the City, be allowed to use sick time, vacation and compensatory time while undergoing rehabilitation. The City will continue to maintain the Employee’s medical and life insurance coverage during the period of rehabilitation. However, the Employee will not accrue sick and/or vacation time during the rehabilitation period.
5. Employee releases the City and Union from all liability and claims Employee may have had or now has with respect to his employment with the City whether such claims or liability arise under Federal or State statute, constitutional provisions,

principles of common law, or under the collective bargaining agreement between the City of Albion and Employee's collective bargaining agent.

6. All parties have had the opportunity to consult legal counsel and have carefully and completely read and understand all the terms of this Last Chance Agreement. This Last Chance Agreement is freely and voluntarily entered into by all parties without duress or coercion.
7. The actions taken by the parties in settling this matter are not meant to establish a practice or right to be utilized in any other grievance, claim, or litigation.
8. In the event Employee grieves and attempts to appeal to arbitration his discharge because of the violation of any condition of this Last Change Agreement, said grievance shall be barred by release and waiver, and an arbitrator shall have no authority to modify the penalty imposed by the City.

Dated: \_\_\_\_\_, 20\_\_\_\_

By: \_\_\_\_\_

Its: City Manager

I have read, understand and agree to the above.

Dated: \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
(Employee Name)

Dated: \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
(Witness Name)