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12/31/2001

AGREEMENT

BETWEEN

CITY OF GARDEN CITY

and

**THE INTERNATIONAL UNION OF THE
AMERICAN FEDERATION OF STATE, COUNTY
& MUNICIPAL EMPLOYEES (AFSCME)**

January 1, 1998 - December 31, 2001

Garden City City

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AGREEMENT

THIS AGREEMENT, entered into this 15th day of February, 1999, by and between the CITY OF GARDEN CITY, a Michigan Municipal Corporation, hereinafter referred to as the Employer and the Garden City Chapter, LOCAL 290, affiliated with MICHIGAN COUNCIL NO. 25, and THE INTERNATIONAL UNION OF THE AMERICAN FEDERATION OF STATE, COUNTY & MUNICIPAL EMPLOYEES, AFL-CIO, hereinafter referred to as the Union.

PURPOSE AND INTENT

The general purpose of this Agreement is to set forth terms and conditions of employment, and to promote orderly and peaceful labor relations for the mutual interest of the Employer, the Employees and the Union.

The parties recognize that the interest of the community and the job security of the Employees depend upon the Employer's success in establishing proper services to the community.

The parties further recognize that due to rising cost they have equal obligations to assist in accomplishing success in providing proper services to the community.

To these ends, the Employer and the Union encourage, to the fullest degree, friendly and cooperative relations between the respective representatives at all levels and among all employees.

The Union and the City shall work together as equal partners to develop job descriptions, implement a safety program, encourage voluntary participation in labor-management committees and other programs which will enable the City to provide the best possible services to the public.

ARTICLE I - RECOGNITION

Section 1: Pursuant to and in accordance with the applicable provisions of the Michigan Public Act of 1965, the Employer recognizes the Union as the sole and exclusive collective bargaining agency for all its regular full-time Parks and Recreation, Public Services, and City Clerk-Treasurer employees, excluding Court employees, Police secretaries, seasonal part-time employees, employees hired pursuant to governmental grants, one secretary to the Mayor and/or City Manager, and one additional secretary in the Administration offices, supervisors and all other employees.

- (a) Such exclusion will not directly result in the layoff of regular employees.
- (b) In the event of reorganization or creation of new departments and/or job classifications outside of the existing departments, the Employer hereby consents to inclusion within the bargaining unit of all employees in such new departments or classifications who have a similarity of duties, skills, wages and working conditions as the employees in the

Section 2. Provisional Employee: Provisional employee(s) may be hired for a maximum of twelve (12) months to fill in for full-time seniority employees who are on extended illness, leave, suspension(s) beyond fifteen (15) days or other leaves of absence or other temporary vacancy of a non-permanent nature. Such provisional employee(s) may be employed for thirty (30) working days at less than the contractual wage scale. Upon return to work of the full time employee, the provisional employee shall be terminated unless mutually agreed otherwise. Provisional employee(s) shall only be assigned to Commercial Drivers License work if such provisional employee(s) possess a Commercial Drivers License.

On the thirty-first (31) working day the provisional employee(s) shall be paid the entry-level salary. After the first six (6) months the provisional employee would be eligible for holiday pay as long as he worked the necessary hours to qualify, but would receive no other benefits.

If a vacancy occurs at any time during this twelve (12) month period, the provisional employee(s), subject to job posting requirements, shall become a probationary employee and his date of hire shall be the date that he became a probationary employee.

The provisional employee can be terminated at any time during the twelve (12) month period, without recall or other seniority rights.

Section 3: The Union recognizes that except as specifically limited or abrogated by the terms and provisions of this Agreement, all rights to manage, direct and supervise the operations of the Employer and its employees are vested solely and exclusively in the Employer.

Section 4: The Employer and the Union agree that, for the duration of the Agreement, neither shall discriminate against any employee or applicant for employment because of race, color, creed, age, sex, nationality or political belief, nor shall the Employer or its agents nor the Union, its agents or members discriminate against any employee or applicant for employment because of his membership or non-membership in the Union or Union activity.

Section 5: The Union agrees that, except as specifically provided for by the terms and provisions of this Agreement, employees shall not be permitted to engage in Union activity during working hours. There shall be no Union meetings held on City property unless authorized in writing by the Employer.

Section 6: It is understood and agreed that all present employees covered by this Agreement who are members of the Union shall remain members in good standing for the duration of this Agreement or cause to be paid to the Union a representation fee equivalent to the uniform monthly dues as determined by the Union. All present employees covered by this Agreement who, on the effective date thereof, were not members of the Union shall become and remain members in good standing of the Union within thirty-one (31) days after the execution of this Agreement, or cause to be paid to the Union a representation fee equivalent to the uniform monthly Union dues as determined by the Union. All employees covered by this Agreement and who are hired after the effective date thereof, shall, within thirty-one (31) days after hire, become and remain members of the Union in good standing or pay a representation fee equivalent to the uniform monthly Union dues as determined by the Union.

- (a) The Union shall indemnify and save the Employer harmless from any and all claims, demands, suits or any other action arising from these Agency Shop provisions in the event it is determined under substantive law that said agency shop provisions are illegal.

SECOND STEP: If the grievance has not been settled in the First Step, and if it is to be appealed to the Second Step, the Union steward and/or employee must state in writing why the First Step answer was not acceptable and said steward or employee must present the grievance to the employee's department head and/or someone by him designated within three (3) days after the supervisor gives the employee or Union representative the written First Step answer. The Department Head and/or his designated representative shall meet with the Union representative and discuss the grievance within five (5) days after the grievance is presented at this step. Within three (3) days after the discussion, the Department Head shall give the Union a written Second Step answer. If the answer is satisfactory, the Union representative shall so indicate in writing, giving one (1) copy of the settled grievance to the Department Head.

THIRD STEP: If the grievance has not been settled in the Second Step and if it is to be appealed to the Third Step, the Union Steward must state in writing why the Second Step answer was not acceptable and said steward must present the grievance to the City Manager or someone designated by him within five (5) days after the Department Head gave the Union the written Second Step answer. The City Manager or his designated representative shall meet with the Union representative, and if mutually agreed witnesses and/or other person(s), and discuss the grievance within five (5) days after the grievance is presented at this step. Within three (3) days after the discussion, the City Manager shall give the Union a written Third Step answer. If the answer is satisfactory, the Union representative shall so indicate in writing, giving one (1) copy of the settled grievance to the City Manager.

FOURTH STEP: Providing the City has filed written answers in Steps 1, 2, and 3, if the grievance has not been settled in the Third Step, and the Union wishes to process the grievance further, the Union shall state in writing why the Third step was not acceptable and present the grievance to the City Manager within five (5) days. Within fourteen (14) days, a mediator will hear the grievance from MERC or a mutually agreeable third party. The written or verbal advice of the mediator is not binding upon either party.

FIFTH STEP: If the grievance has not been resolved in the foregoing steps and the Union desires to process the grievance further, it shall submit the grievance to arbitration through the American Arbitration Association in accordance with it's Voluntary Labor Arbitration Rules, then obtaining, provided such submission is made within thirty (30) days after receipt by the Union of the City Manager's Third Step answer. Failure to request arbitration in writing within such period shall be deemed a withdrawal of the grievance and it will not be considered further in the grievance procedure. The arbitrator shall have no authority to add to, subtract from, change or modify any provisions of this Agreement but shall be limited solely to the interpretation and application of the specific provisions contained herein. However, nothing contained herein shall be construed to limit the authority of an arbitrator, in his own judgment, to sustain, reverse or modify any alleged unjust discharge that may reach this stage of the grievance procedure.

The decision of the arbitrator shall be final and binding upon the parties hereto. The Employer and the Union shall share the expenses and fees of the arbitrator and the American Arbitration Association equally.

Section 3: Time limits at any step of the grievance procedure may be extended only by

disciplinary actions taken against an employee shall be initiated within a reasonable time of the incident causing the disciplinary action.

- (d) It is understood and agreed that when a employee files a grievance with respect to his suspension or discharge, the act of filing such grievance shall constitute his authorization of the Employer to reveal to the participants in the grievance procedure any and all information available to the Employer concerning the alleged offense and such filing shall further constitute a release of the Employer from any and all claimed liability by reason of such disclosure.
- (e) In imposing discipline in a current charge, the City will not take into account any prior infractions which occurred more than one (1) year previous, unless such prior infractions constituted a felony, concerning immoral or indecent conduct or were drug or alcohol related and the current discipline is for the same reason(s). Where current discipline is for the same work rule infraction, such discipline may be taken into account for a two (2) year period.
- (f) In all disciplinary actions, the rule of progressive discipline or discharge as outlined under this Article and the Anti-Drug and Alcohol Policy dated February 19, 1997 shall be applied.
- (g) On all disciplinary actions, the rule of progressive discipline shall be applied, except for serious, proven offenses.

Section 2. Unjustly Suspended or Discharged/Reinstatement: In the event it should be decided under the grievance procedure that the Employee was unjustly suspended or discharged, the Employer shall reinstate such employee and pay full compensation, partial or no compensation as may be decided under the grievance procedure, which compensation, if any, shall be at the Employee's regular rate of pay at the time of such discharge or the start of such suspension less any compensation he may have earned at other employment during such period.

ARTICLE IV - STRIKES AND LOCKOUTS

Section 1: The Union agrees that during the life of this Agreement, except as permitted by Article XVII, Section 2, neither the Union, its agents nor its members will authorize, instigate, aid or engage in a work stoppage, slowdown, strike or any other concerted activity which interferes with the operations of the Employer. The Employer agrees that during the same period there will be no lockouts.

Section 2: Individual employees or groups of employees who, during the life of this Agreement, instigate, aid or engage in a work stoppage, slowdown, strike or any other concerted activity which interferes with the operations of the Employer may be disciplined or discharged.

ARTICLE V - SENIORITY

Section 1. Seniority: Seniority shall be defined as an employee's length of continuous, full-time employment with the City since his last hiring date. "Last hiring date" shall mean the

- (g) If the employee is retired under the City's Retirement Plan.
- (h) If the employee has knowingly the City knows falsified pertinent information on his application for employment or pre-employment medical history and it within two (2) years of date of hire.

For employees hired after October 1, 1987, if the employee has knowingly falsified pertinent information on his application for employment or pre-employment medical history and same becomes known to the City.

Section 5. Temporary Employees: During temporary layoffs of less than fifteen (15) days duration, there shall be no displacement of employees between the departments unless the temporarily laid off employee(s) can perform the work of a junior employee(s) in another department without loss of efficiency.

Section 6. Lay-Off Procedure: When it becomes necessary to reduce the size of the work force, part-time and probationary employees shall be laid off first, providing there are employees with seniority who are available and have the ability to satisfactorily perform the work of the part-time or probationary employees without prolonged break-in or training. Thereafter the employees with the least seniority shall be the ones laid off providing there are senior employees available to perform the required work who have the ability to satisfactorily perform the work of such junior employees without prolonged break-in or training. In the event there are no senior employees available to perform such work who have the ability to satisfactorily perform the same without prolonged break-in or training, then the junior employee shall be retained and the next most junior employee shall be laid off.

- (a) If it is necessary to eliminate a job classification or to reduce the number of occupants in a job classification, the least senior employee or employees in such job classification shall be the ones removed therefrom, if the remaining employees in such classification have at least six (6) month's time in that classification. If not, the employee with the least time under six (6) months will be removed. Employees thus removed from the job classification shall exercise their seniority in any equal or lower rated classification, seniority permitting, which work such replacing employee has the ability to satisfactorily perform without prolonged break-in or training. Employees thus displaced from the job classification shall exercise the same right.

Section 7. Recall Procedure: When recalling employees to work following a layoff, the most senior employee on layoff status who has the ability to satisfactorily perform the available work without prolonged break-in or training shall be the first recalled. If there are no employees on layoff status who have the ability to satisfactorily perform the available work and the available work is of such a nature that a normal employee shall be able to learn to perform such work with a break-in or training period of not to exceed ten (10) regularly scheduled working days, the senior employee shall be recalled and given such break-in or training. If the Employer reasonably concluded that ten (10) days training would not qualify the most senior laid off employees to do the available job, then the Employer need not recall those senior employees. If, under this section there are no laid off employees who qualify for recall, then the Employer shall be free to hire new employees to perform such work.

- (a) If an employee is given a minimum break-in or training as above provided and demonstrates that with such break-in or training he is unable to satisfactorily perform

may make a written request to vacate his position and have it placed for bid. A copy of such request shall be presented to the City and to the Union. If such employee's position is awarded to another employee, the removing employee may then take another position for which he meets the job requirements and in accord with his seniority.

If an Equipment Operator II steps down to an Equipment Operator I, he/she gives up automatic upgrade for a period of three (3) years.

ARTICLE VI - VACANCIES/JOB POSTING/TESTING

Section 1. Vacancy Determination: The City retains the sole right to decide when and if a permanent vacancy exists. If the City determines that a permanent vacancy is not to be filled (either temporarily, permanently or a future determination is to be made depending on circumstances), the City shall so state in writing to the Chief Steward, or the acting Chief Steward, within a period of fifteen (15) calendar days after the time such permanent vacancy actually occurs.

Section 2. Procedure for Filling Vacancy: When it is necessary to fill a new, permanent job classification or a permanent vacancy in an existing job classification, such permanent opening or vacancy shall be posted on the appropriate bulletin board for a period of five (5) regularly scheduled working days during which period employees may bid for such opening or vacancy by signing their names on such posting. From among the employees signing the posting who meet the requirements of the job, the senior employee shall be awarded the same. If among those who bid therefor, there are none who have the present ability to satisfactorily perform the work involved, then the senior bidding employee who appears to have the ability to readily learn to satisfactorily perform the job requirements shall be awarded the job and shall be given a trial or break-in of not to exceed thirty (30) regularly scheduled working days. If there are no bidders or if, among those who bid, there are none who appear to have the ability to readily learn to satisfactorily perform the job requirements as above provided, the Employer shall be free to hire new employees for such classification.

Section 3. Requirements of the Job: Among the requirements of the job, employees may at the option of the City be tested to determine whether or not they have the present ability to satisfactorily perform the duties of a position to which they would like to be promoted. The Union shall be given the opportunity to advise and consult with management in the analysis of the job under consideration and to advise and consult in the development of testing procedures and the test itself, consistent with accepted personnel methods.

Grievances regarding matters of testing shall be adjusted under the existing grievance procedure starting at Step 2 or by any other mutually agreeable method.

When an employee bids for a posted vacancy that would be a lateral transfer, such employee would not be required to test for the job unless such job has a clearly defined different job description or has clearly defined different job duties.

"From among the employees who take and pass the qualifying test (s), the senior employee shall be awarded the job."

Section 4. Job Probation: When an employee is awarded a job under this Article he shall

- (a) Subject to the provisions and qualifications set forth above, qualified employees shall be allowed up to three (3) days leave to make arrangements for and attend the funeral of a brother-in-law, sister-in-law, grandparent or grandchild.
- (b) Subject to the provisions and qualifications set forth above, qualified employees shall be allowed one (1) day leave to attend the funeral of an aunt, uncle or grandparents-in-law.

Section 5. Personal Business Leave Days: A permanent full-time employee who has completed his probationary period shall be allowed three (3) personal business leave days per year, provided he requests the same, in writing, three (3) regularly scheduled days in advance of the requested time off. These days shall accrue on the anniversary of the employee's employment with the City of Garden City.

- (a) A day's pay for the purpose of this Section shall be equal to eight (8) hours' pay at the employee's regular straight time hourly rate.

Section 6. Union Leave: Employees who are elected or selected by the Union to attend International and/or State Union conventions and/or seminars shall be allowed time off with pay for a period, in the aggregate for all such employees, of not to exceed four (4) days (32 regularly scheduled work hours) yearly to attend such function(s). The Union may allocate the 32 hours in any portion they wish among not more than three (3) employees.

In order to qualify for paid leave, the Union must notify the City promptly at least ten (10) days prior to any requested leave giving the name(s) of the employee(s) who is requesting the leave. Leaves pursuant to this Section shall not be granted if the needs of the City would be seriously impaired thereby.

ARTICLE VIII - HOURS

Section 1. Normal Work Day/Week: The normal workday shall consist of eight (8) hours per day. The normal workweek shall consist of forty (40) hours per week. However, nothing contained herein shall be construed as a guarantee of forty (40) hours of work or pay per week or eight (8) hours of work or pay per day.

Section 2. Overtime: Time and one-half (1 1/2) the employee's regular hourly rate of pay shall be paid for all hours worked in excess of eight (8) hours in any one (1) day. The Employer shall not change the employee's work schedule on a day-to-day basis to avoid payment of overtime.

- (a) Time and one-half (1 1/2) the employee's regular hourly rate of pay shall be paid for all hours worked on Saturday except in case of employees working in classifications which work a seven (7) day operation who shall be paid time and one-half (1 1/2) their regular hourly rate of pay for all hours worked on their first regularly scheduled day off in their regular work week.

Section 3. Overtime/Sunday: Double the employee's regular hourly rate of pay will be paid for all hours worked on a Sunday except in case of employees working in classifications which work a seven day work schedule who shall be paid double their regular hourly rate of pay for all hours worked on their second regularly scheduled day off in their regular work week.

terms of established rate ranges for other job classifications covered by this Agreement, the Union shall have the right, within thirty (30) calendar days after it has been so notified, to initiate negotiations with regard to the rate range assigned to the job classification. If negotiations have not been initiated during said thirty (30) calendar day period; the rate range so assigned shall become permanent. If a mutually satisfactory solution is not reached within thirty (30) calendar days after the Union served notice on the employer of its wish to negotiate regarding the new rate, the issue may be referred to the grievance procedure starting at the Second Step thereof. If, in the above procedure, a different rate of pay is arrived at, the different rate shall become effective retroactively to the date the job classification was created.

Section 3. Fair Day's Work: It is understood and agreed that in return for the wages, fringe benefits and working conditions specified in this Agreement, employees shall be required, as a condition of continued employment, to render a fair day's work for the Employer.

Section 4. Call-In: When an employee is called in to perform work at a time other than for which he had previously been scheduled, he shall receive not less than two (2) hours of pay at time and one-half (1 1/2) his regular straight time hourly rate or shall be paid for actual time worked at time and one-half (1 1/2) his regular straight time hourly rate, whichever is greater. If employee actually works less than two (2) hours, he/she shall be paid not more than two (2) hours even though such employee may punch "out" and "in" within such two (2) hours. This provision shall not apply to employees who are called prior to their normal starting time and continue to work their regular shift thereafter.

Section 5. Jury Duty: An employee who has completed his probationary period, who is summoned and reports for jury duty, as prescribed by applicable law, for each day on which he reports for or performs jury duty and on which he otherwise would have been scheduled to work for the City, shall be paid the difference between what he received from the Court as daily jury duty fees and what he would have earned from the City on that day on the basis of eight (8) hours of work at his regular hourly rate of pay, provided that if such employee is excused from jury duty during regular working hours he promptly returns to work.

- (a) In order to receive the payment above referred to an employee must give the City prior notice that he has been summoned for jury duty and must furnish satisfactory evidence that he reported for or performed jury duty on the days and to the extent for which he claims such payment, and produce satisfactory evidence as to the amount he was paid by the Court for such jury duty. The provisions of this Section are not applicable to an employee who, without being summoned, volunteers for jury duty.

ARTICLE X - HOLIDAYS

Section 1. Holidays: The following days shall be recognized as holidays: New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve, Christmas Day and New Year's Eve Day. When one of the above holidays falls on a Sunday, then Monday shall be deemed the holiday. When one of said holiday's falls on a Saturday, then Friday shall be deemed as the holiday.

Employee(s) hired prior to October 1, 1987 will receive on July 1 of each year two (2) floating holidays provided he requests the same, in writing, three (3) regularly scheduled days in advance of the requested time off. Such required time off may be denied, if approval will cause

- (b) An employee who, as of the anniversary date of his employment has completed two (2) but less than five (5) years of continuous service with the City since his last hiring date shall receive ten (10) days of vacation with pay.
- (c) An employee who, as of the anniversary date of his employment has completed five (5) but less than ten (10) years of continuous service with the City since his last hiring date shall receive fifteen (15) days of vacation with pay.
- (d) An employee who, as of the anniversary date of his employment, has completed ten (10) but less than fifteen (15) years of continuous service with the City since his last hiring date shall receive twenty (20) days of vacation with pay.
- (e) An employee who, as of the anniversary date of his employment, has completed fifteen (15) or more years of continuous service with the City since his last hiring date shall receive twenty-five (25) days of vacation with pay.

Section 2. Vacation Pay: A day of vacation pay as provided for in Section 1 above shall equal eight (8) hours of pay at the employee's straight time rate of pay at the time the employee takes his vacation.

Section 3. Vacation Assignment: The Department Head shall determine the number of employees who can be assigned for vacation purposes at any one time, agreeing that an effort shall be made to schedule vacation leave in accordance with the manpower and workload requirements as determined by the Employer. Vacation leave shall be granted giving preference to seniority employees. All employees shall indicate prior to January 1 of that calendar year of those dates that they desire to take their eligible vacation leave during February 1 of that calendar year and January 31 of the next calendar year. A final vacation list shall be prepared by the Department Head and distributed to all employees not later than January 15 of any calendar year, indicating those dates agreed upon.

- (a) In the event an employee does not select a vacation period prior to January 1 he shall be permitted to select a vacation period from the remaining available dates. If two or more employees have failed to make selections by January 1 their selection shall be made on the basis of first come, first served. In case of emergency or unplanned event, use of vacation days may be granted at the Department Head's discretion.

Section 4. Vacation Pay Upon Quit/Discharge: If an employee, who is otherwise eligible for vacation with pay quits, after giving a fourteen (14) day written notice and works during the period of such notice, or is discharged on or after the anniversary date upon which he qualified for such vacation with pay without having received the same, such employee will receive, along with his final paycheck, the vacation pay for which he qualified as of such anniversary date. If an employee quits or is discharged prior to the anniversary date upon which he would have qualified for a vacation with pay, he will not be entitled to any portion of the vacation pay for which he would have qualified on such anniversary date.

Section 5. Accumulation: No vacation time off, in excess of five (5) days, shall be accumulated from year to year, unless approved by the Employer.

Section 6: Subject to the provisions and limitations of this Article, employees who, at the effective date of this Agreement, or the prior Agreements, have qualified for more vacation with

- (b) Effective the first of the month after ratification by both parties and for disabilities incurred thereafter, when an employee's absence from work is due to an illness or injury arising out of and in the course of his employment with the City and which is compensable under the Michigan Workers Compensation Act, after the first day of absence necessitated thereby, the City shall make up the difference between the amount of daily benefits to which he is entitled under such Act and the amount of daily salary he would have received in his own job classification had he worked, excluding any premium payments for a period of not to exceed twenty-six (26) weeks. After the first 26 weeks, employees will revert back to workers compensation act payments only.

Section 5. Payment - Quit/Retirement/Discharge: If an employee quits, after giving a fourteen (14) day written notice and working during the period of such notice, or dies, the employee or his estate shall be entitled to be paid fifty (50) percent of his accumulated, unused paid sick leave credits. If an employee retires pursuant to the City's Retirement Program, the employee shall be entitled to be paid fifty (50) percent of his accumulated, unused paid sick leave credits. If an employee is discharged he shall not be entitled to payment of any portion of his accumulated, unused sick leave credits.

Section 6. Payment - Maximum Accumulation/Incentive: If on June 30 of any year an employee has accumulated in excess of sixty (60) days of earned but unused sick leave days, the excess days over sixty (60) shall be paid at one-half day's pay for each such extra day. Upon such payment, the extra days over sixty (60) shall be retired and have no further value.

If on June 30 of any year an employee(s) has used six (6) or fewer paid sick leave days, then, in that event, such employee(s), at his option exercised within thirty (30) calendar days after June 30, may cash out up to six (6) sick leave days earned in such contract year by the payment of sixty (60) percent of the June 30 value of such days. Upon such payment, the earned but unused sick leave days, up to six (6) shall be cancelled and have no further value. Earned sick leave days, not used or cashed out, shall be added to the employee's bank.

Section 7. Sickness & Accident Insurance: The City agrees to provide for each full-time employee, non-occupational Sickness and Accident Insurance or self-insurance if the Employer so elects, which, payable second day of accident, ninth day of sickness, shall provide a benefit of sixty-five percent (65%) of the employee's weekly wages, based upon a forty (40) hour work week, for a maximum of fifty-two (52) weeks. The specific details limitations & conditions are to be governed by the policy or the Employer's policy in the case of self-insurance, which shall not be more stringent than the existing policy conditions. Insurance under this Section shall not cover employees disabled while performing work for hire for another employer or when such employee is self-employed.

An employee may, at his option, use three and one-half (3 1/2) sick days per two (2) week pay period in conjunction with this weekly benefit to achieve one hundred percent (100%) pay. After use of paid sick days is exhausted, other banked paid time may be used. In this event, all benefits, including pension crediting, shall continue. During the eight (8) calendar day waiting period, an employee may use necessary earned but unused sick days. However, money paid for time off from work shall not exceed amounts, which would be paid if the employee were working under his regular work schedule.

Section 8. Sick Leave Use as Vacation: Once per year (July 1 - June 30) employee(s)

another carrier. The City shall also provide said coverage under the traditional plan for disability retirees under Chapter XIV of the City Charter. The City shall pay all premium costs for such coverage.

Employees hired prior to October 1, 1990 may at their option carry the traditional coverage by paying the difference in the monthly premiums between the Blue Preferred provided by the City and the MVF-1 or MVF-2 and traditional plan through payroll deduction. This selection can be made with the initial contract change and on an annual basis during our re-opening date.

The City, at its option and at no increased cost to it, may offer hospitalization/medical coverage through Health Maintenance Organizations (HMO) at City cost in lieu of the hospitalization insurance provided herein. If an employee selects the option of a provided HMO, it will be deemed that the City has fulfilled its obligation under this Section. Once an employee has selected an offered hospitalization/medical coverage option, no change can be made until the next reopening date.

Section 1(b). Retiree Medical: Effective on and after October 1, 1990 and for retirees retiring on and after such date at age sixty (60) or with twenty-five (25) years of service, the City will furnish to the extent provided herein, two person (retiree and spouse at time of retirement) subscriber, hospital/medical/surgical insurance, MVF-1, 365 day coverage with semi-private room accommodations, Master Medical \$50/100 deductible-80/20 co-pay, and including a prescription rider with a five dollar (\$5.00) co-pay (or equivalent insurance from another carrier). At age sixty-five (65) an eligible retiree and eligible spouse must subscribe and pay the cost of Part B Medicare. At age sixty-five (65) the basic Blue Cross/Blue Shield Medicare Complimentary coverage or an equivalent insurance shall cover an eligible and entitled employee and spouse under this section. If retiree precedes his/her spouse in death, spouse would be covered unless remarried.

For employees retiring on and after January 1, 2000, eligible dependent coverage will be included on retiree health insurance.

Insurance provided hereunder shall not duplicate any other hospital/medical/surgical insurance to which such eligible retiree is entitled.

Section 2. Employee/Retiree Life Insurance: The Employer agrees, to provide each bargaining unit employee with a twenty thousand dollar (\$20,000.00) term life insurance policy. Employees retiring on or after January 1, 1994 will be provided with a five thousand dollar (\$5,000.00) term life insurance policy.

Section 3. Dental: The City will pay the full cost for;

- (a) BC/BS of Michigan Group Dental Care benefits, or equivalent benefits from another carrier.
- (b) Effective dates of coverage for new employees the same as requirements for BC/BS hospital/medical/surgical benefits.
- (c) Co-pay: 75/50/50

of this Agreement, whichever is sooner, move within the fifteen (15) mile radius and live within said boundaries for the duration of their employment. All present employees who live within the fifteen (15) mile radius must, as a condition of continued employment, continue to live within those boundaries.

If the fifteen (15) mile radius includes part of a municipality it shall be deemed to include the entire municipality.

Section 7. Physically Fit: When the words physical or physically are used in this Section it shall include the words "mental or mentally". Subject to leaves of absence, workers' compensation, disability retirement, etc., the employer reserves the right to suspend or discharge employees who is not physically fit to perform their duties in a satisfactory manner. Such action shall only be taken if a physical examination performed by a medical doctor of the Employer's choice at the Employer's expense reveals such physical unfitness. If the employee disagrees with such doctor's finding, then the employee, at his own expense, may obtain a physical examination from a medical doctor of his choice. Should there be a conflict in the findings of the two (2) doctors, then a third doctor mutually satisfactory to the Employer and the Union shall give the employee a physical examination. The Employer shall pay the fee charged by the third doctor. In the event an employee's seniority is terminated pursuant to this Article, he shall be afforded the opportunity to apply for and the City will attempt to place him in a position with another department, he shall retain all accrued benefits. The medical opinion of the third doctor shall be final and binding on the City, the Union and the affected employee.

- (a) Employees who, at the time of execution of this Agreement, have a physical defect, caused by injury, and shall be allowed to remain on active duty provided they maintain the level of physical ability that they had at the time of execution of this Agreement.

Section 8. Invalidity: If, during the life of this Agreement, any of the provisions contained herein are held to be invalid by operation of law or by any tribunal of competent jurisdiction the remainder of this Agreement shall not be affected. In the event either party renders any provision invalid, upon written request hereto, the Employer and the Union shall enter into collective bargaining for the purpose of negotiating a mutually satisfactory replacement for such provision.

Section 9. Collective Bargaining: The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, if such subjects or matters were, or should have been, within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

Section 10. Other Agreements/Understandings: No agreement or understanding contrary to this collective bargaining Agreement, nor any alteration, variation, waiver, or modification of any of the terms or conditions contained herein shall be binding upon the parties hereto unless such agreement, understanding, alteration, variation, waiver, or modification is executed in writing between the parties. It is further understood between the parties hereto and

employee may use accumulated (1.) sick leave and (2.) vacation pay, and (3.) personal days in order to supplement workers' compensation benefits. Supplementation may be up to one hundred percent (100%) of the amount, which would be earned if the employee were regularly scheduled to work.

Section 19 – Contract Distribution: A copy of this Agreement shall be distributed by the City to all employees in the bargaining unit and without cost to the employees.

ARTICLE XVII - DPS INSPECTORS

Section 1. Interest Posting: The City will post an interest notice for Inspector(s) positions for five work days each December. When choosing an Inspector the following factors, in the DPS Director's exclusive discretion, will be taken into consideration:

- A.) Ability to learn the position in a reasonable amount of time, including test(s) to determine aptitude;
- B.) Experience;
- C.) Seniority

Section 2. Rate of Pay: Equipment Operator I and/or II will receive an additional twenty cents (\$.20) per hour over their base rate when performing inspections until they qualify for the Surveyor rate of pay.

An employee will qualify for the surveyor rate of pay if:

- (a) He has been an inspector on one (1) major construction project and through its completion; and
- (b) He has passed the inspector's test as administered by the City; and
- (c) He has attended a City approved construction seminar(s) totaling twenty-four (24) classroom hours unless excused by reason of experience or other classroom work. It is intended that the seminar(s) deal with such matters as surveying asphalt construction techniques, concrete mix and design, water/sewer installation and/or maintenance and the like.

The surveyor rate will be paid to those qualifying therefore only during periods when such employees are performing inspection work.

ARTICLE XVIII - RETIREMENT

Section 1. Annuity Withdrawal: Upon retirement, employee(s) shall have the option of annuity withdrawal from the retirement system of that portion equal to the employee's contribution plus interest. Any member who retires on or after October 1, 1987 pursuant to Sections 36.28 or 36.35 of the Retirement System Ordinance may elect to receive a refund of all or part of his accumulated contributions (including interest) standing to his credit in the Pension Savings Plan at the effective date of his retirement. A member terminating City employment with a pension payable pursuant to Section 36.29 may elect to receive a refund of all or part of his accumulated contributions on his effective day of benefit commencement. Provided, however, that any member withdrawing his accumulated contributions prior to the effective date of benefit commencement shall forfeit any right to a pension. Upon election of this refund provision, the retiring member's Straight Life Pension shall be reduced by an amount, which is actuarially equivalent to the refunded accumulated contributions. The actuarial equivalent

Section 6. Purchase of CETA Time: Employees may purchase CETA time for the purpose of service time for retirement with the following conditions:

- 1.) Employee(s) must give intent of purchase within one (1) year of signing the current executed agreement and complete payment within five (5) years.
- 2.) Employee(s) must pay their five percent (5%) portion and the City's actual cost based on the last actuarial report available at the time the employee(s) intent to purchase is given using his annual regular compensation earned during his CETA employment.

Section 7. Final Average Earnings Multiplying Factor: Employees who meet eligibility requirements for a pension under the Garden City Employees Retirement System and retire on or after January 1, 1994 shall receive a pension, called a straight life pension, equal to 2.5 percent of the member's average final compensation multiplied by his years and fraction of a year of credited service for his first 25 years of service, plus 1 percent of the member's average final compensation multiplied by his years of credited service over 25 years. Upon his retirement, he shall have the right to elect an option provided for in the City Charter.

Section 8. Annual Pension Adjustment: For employees retiring on and after January 1, 1994, after completing one year of retirement, their pension will be adjusted each July 1 by adding two percent (2%) of the retiree's current pension as same existed the day prior to July 1.

ARTICLE XIX - COMMERCIAL DRIVERS LICENSE

Section 1. Requirement: All full-time operations and maintenance unit employees are required to obtain and maintain a commercial driver's license (CDL).

- a.) The City will reimburse the cost of the required CDL Group License and Endorsements.
- b.) The City will reimburse, on a one-time basis, the fee for the skills test, if required, provided the skills test is not being required because of the employee's poor driving record. In that case, the employee is responsible for the cost of the skill test. Where a skill test is required, the employee will be permitted to utilize the appropriate city vehicle.
- c.) In the event an employee(s) fails to obtain, or retain, or loses their CDL status, or loss of their driving privileges by the State of Michigan, the following events will take place:
 - 1.) He/she will be given thirty (30) calendar days at their regular wage to regain such license.
 - 2.) He/she will not be eligible for overtime until he/she regains such license.
 - 3.) He/she will be placed in the highest classification not requiring such license.
 - 4.) At any time said employee regains such license, he/she will be returned to their previously held classification.
 - 5.) The Anti-Drug and Alcohol Policy supercedes this section where applicable.
- d.) Employees required under Act 346 of 1988 to obtain a medical certification of fitness shall have the examination and any certification filed in their personnel file. The employer agrees to pay for the examination and to grant administrative leave for the time necessary to complete the examination.

APPENDIX A

CLERICAL EMPLOYEES – EFFECTIVE JANUARY 1, 1998
EMPLOYEES HIRED PRIOR TO OCTOBER 1, 1987

	<u>START</u>	<u>AFTER PROB.</u>	<u>AFTER 1 YR</u>	<u>AFTER 2 YRS.</u>
Office Manager II Assessing Technician	\$14.04	\$14.45	\$15.01	\$15.59
Purchasing Technician				
Office Manager I Senior Account Clerk	\$13.90	\$14.17	\$14.65	\$15.21
Acct Clerk IV/Clerk-Typist IV Minutes Clerk/Secretary I	\$13.78	\$14.05	\$14.40	\$14.79
Clerk-Typist III Account Clerk III	\$13.63	\$13.75	\$13.99	\$14.14
Account Clerk II Clerk-Typist II	\$12.72	\$12.97	\$13.26	\$13.51

OPERATION/MAINTENANCE EMPLOYEES – EFFECTIVE JANUARY 1, 1998
EMPLOYEES HIRES PRIOR TO OCTOBER 1, 1987

	<u>START</u>	<u>AFTER PROBATION</u>	<u>AFTER 1 YEAR</u>
Crew Leader	\$12.34	\$13.12	\$17.16
Carpenter/Mechanic	\$12.27	\$13.05	\$16.36
Surveyor/Meter II Equipment Operator III	\$12.05	\$12.78	\$16.09
Light Mechanic	\$11.84	\$12.61	\$15.91
Meter I	\$11.48	\$12.24	\$15.48
Equipment Operator II	\$11.43	\$12.17	\$15.36

EFFECTIVE JANUARY 1, 1999
EMPLOYEES HIRED AFTER OCTOBER 1, 1987

	<u>AFTER START</u>	<u>AFTER 1 YEAR</u>	<u>AFTER 2 YRS</u>	<u>AFTER 3 YRS</u>	<u>AFTER 4 YRS</u>	<u>AFTER 5 YRS</u>
Equipment Operator I	\$11.29	\$11.94	\$12.66	\$13.43	\$14.21	\$15.08
Laborer	\$ 8.63	\$ 9.29	\$10.00	\$10.76	\$11.55	\$12.41
Account Clerk II Clerk-Typist II	\$10.50	\$11.13	\$11.83	\$12.52	\$13.24	\$14.05
Account Clerk I Clerk-Typist I	\$ 9.71	\$10.27	\$10.88	\$11.54	\$12.24	\$12.99

CLERICAL EMPLOYEES - EFFECTIVE JANUARY 1, 2000
EMPLOYEES HIRED PRIOR TO OCTOBER 1, 1987

	<u>START</u>	<u>AFTER PROB.</u>	<u>AFTER 1 YR</u>	<u>AFTER 2 YRS.</u>
Office Manager II Assessing Technician	\$15.20	\$15.64	\$16.24	\$16.87
Purchasing Technician Office Manager I Senior Account Clerk	\$15.04	\$15.33	\$15.85	\$16.46
Acct Clerk IV/Clerk-Typist IV Minutes Clerk/Secretary I	\$14.92	\$15.21	\$15.58	\$16.01
Clerk-Typist III Account Clerk III	\$14.75	\$14.88	\$15.14	\$15.30
Account Clerk II Clerk-Typist II	\$13.76	\$14.03	\$14.35	\$14.62

OPERATION/MAINTENANCE EMPLOYEES - EFFECTIVE JANUARY 1, 2000
EMPLOYEES HIRES PRIOR TO OCTOBER 1, 1987

	<u>AFTER START</u>	<u>AFTER PROBATION</u>	<u>AFTER 1 YEAR</u>
Crew Leader	\$13.36	\$14.20	\$18.57
Carpenter/Mechanic	\$13.27	\$14.13	\$17.70
Surveyor/Meter II Equipment Operator III	\$13.05	\$13.84	\$17.41
Light Mechanic	\$12.82	\$13.65	\$17.22
Meter I	\$12.42	\$13.24	\$16.75
Equipment Operator II	\$12.37	\$13.17	\$16.62

EFFECTIVE JANUARY 1, 2001
EMPLOYEES HIRED AFTER OCTOBER 1, 1987

	<u>AFTER START</u>	<u>AFTER 1 YEAR</u>	<u>AFTER 2 YRS</u>	<u>AFTER 3 YRS</u>	<u>AFTER 4 YRS</u>	<u>AFTER 5 YRS</u>
Equipment Operator I	\$12.22	\$12.92	\$13.70	\$14.53	\$15.38	\$16.32
Laborer	\$ 9.34	\$10.06	\$10.82	\$11.64	\$12.50	\$13.43
Account Clerk II Clerk-Typist II	\$11.36	\$12.05	\$12.81	\$13.54	\$14.32	\$15.21
Account Clerk I Clerk-Typist I	\$10.51	\$11.11	\$11.78	\$12.49	\$13.24	\$14.05

NOTES

TIME-IN-GRADE INCREASES: Effective 1/1/99, Time-in-grade increases are based on seniority with the City for all bargaining unit classifications

MAINTENANCE EMPLOYEES:

- a) Crew Leaders are expected to rotate stand-by.
- b) Employees shall receive twenty cents (\$.20) per hour premium rate for time spent handling voting machines.
- c) Upon presentation of proof of payment, the City agrees to pay that portion of the premium increase of the Meterman's automobile insurance, which is due to the use of their vehicle in their employment with the City.
- d) The City will participate with AFSCME Representative(s) to develop a departmental certification, which will reward persons who have become multi-trained and thus interchangeable within various positions. The City and AFSCME shall mutually develop the criteria for departmental certification. AFSCME shall within thirty (30) days of the signing of this Agreement signify in writing that the Union desires to participate in the above program. If the Union elects not to specify participation in this program, then, in that event, the City may at its option develop such criteria and announce the program.
- e.) Equipment Operator I, on their sixth (6) anniversary in such classification will be automatically upgraded to Equipment Operator II. If an Equipment Operator II steps down to an Equipment Operator I, he/she gives up automatic upgrade for a period of three (3) years.
- f.) The Michigan Department of Public Health shall add the following to the hourly wage rate of Equipment Operator II and above employees for the appropriate "S" Certifications issued:

3. All employees on the stand-by rotation list will receive an additional twenty (\$0.20) cents per hour for being on the list.
4. The responsibility to be on stand-by will be rotated among all employees on the stand-by rotation list.
5. Above will be effective 30 days after ratification of this contract.

Work Rules for AFSCME Unit (continued)

GROUP 1 1st Offense

WR up to D

6. Falsification of records.
7. Willfully punching another employee's time card.

GROUP 2 1st Off. 2nd Off. 3rd Off. 4th Off. 5th Off.

VC WC WR LO Up to D
1-2 Days

1. Refusal to follow reasonable orders of superior during work hours, subject to MIOSHA and Federal safety acts.
2. Walking off duty without permission, or leaving job site without permission.
3. Possession and/or use of alcoholic beverages on City premises or work sites.
4. Fighting on City premises or threats of violence to others.
5. Sleeping during work hours.
6. Smoking in areas prohibited for safety reasons.
7. Doing personal work on City time.
8. Working or reporting for work under the influence of intoxicating beverages or stupefying drugs.
9. Unauthorized changes to posted work schedules.
10. Failure to report accidents, which occur during work hours, will submit written report, if requested.
11. Violation of safety rules.

GROUP 2 1st Off. 2nd Off. 3rd Off. 4th Off. 5th Off.

VC WC WR LO Up to D
1-2 Days

12. Unsatisfactory work performance.
13. Using abusive or improper language on City premises to a citizen or supervisor.
14. Deliberate failure to punch time card.

LETTER OF UNDERSTANDING

**BETWEEN
CITY OF GARDEN CITY
AND
A.F.S.C.M.E.**

From this date until the finalization of the AFSCME contract, the following process will fill any vacancies that are posted:

The Union and City will meet after the postings have been signed to determine the testing process. The testing process may involve the following factors:

- 1.) Written
- 2.) Oral
- 3.) Seniority
- 4.) Supervisor's Evaluation
- 5.) Background Experience
- 6.) Hands On Test
- 7.) Review of Personnel Files

FOR A.F.S.C.M.E.:

FOR CITY OF GARDEN CITY:

James L. Barker, Mayor

Allyson Bettis, City Clerk-Treasurer

Dated: _____

Dated: _____

LETTER OF UNDERSTANDING
Between
AMERICAN FEDERATION OF STATE, COUNTY
& MUNICIPAL EMPLOYEES (AFSCME)
AND
CITY OF GARDEN CITY

The parties agree to the following:

The City shall have the right in its sole discretion to determine whether to assign ambulance/medical billing and collection to employees within the bargaining unit or in the alternative to transfer these functions outside the bargaining unit through subcontracting, outsourcing or other means. If the City elects to transfer these functions outside the bargaining unit, it will so inform the Union but will not have any obligation to bargain about this action.

This letter of understanding supercedes any previous understandings regarding the ambulance/medical billing and collection process and shall expire one (1) year after ratification of this agreement by both parties.

FOR CITY OF GARDEN CITY:

FOR AFSCME:

Lee Richards

Margy Ciccioli