

1182

C.2

*Stiche*

1/11/16

FF

GARDEN CITY, CITY OF

STATE OF MICHIGAN

*finding opinion*

EMPLOYMENT RELATIONS COMMISSION

Fact Finding

COUNCIL # 23, A.F.S.C.M.E.

:

Petitioner

:

and

:

CITY OF GARDEN CITY,

:

Respondent.

:

**LABOR AND INDUSTRIAL  
RELATIONS LIBRARY  
Michigan State University**

Dated: January 9, 1976

Thomas V. Lo Cicero

Fact Finder

2372 First National Building  
Detroit, Michigan, 48226  
Telephone: 962-4677

STATE OF MICHIGAN

EMPLOYMENT RELATIONS COMMISSION

Fact Finding

Thomas V. LoCicero - Fact Finder

COUNCIL # 23, A.F.S.C.M.E. :

Petitioner :

and :

CITY OF GARDEN CITY, :

Respondent. :

---

HISTORY OF FACT-FINDING

The undersigned was appointed Fact Finding Hearings Officer under date of July 7, 1975, at the request of the Union made May 9, 1975. Immediate telephone contact was made with representatives of each party. At the joint request of the parties, a hearing was not scheduled until September 5, 1975, to afford them further time within which a contract could be negotiated.

Failing to do so, the parties appeared before the Fact-Finding Hearings Officer on September 5, 1975, and again at the request of the parties, on October 15, 1975. At the conclusion, they requested and were granted 20 days time to file briefs. On November 20, 1975, the City filed its brief, and thereafter the Union filed its brief.

The undersigned was requested not to file his report and recommendations until after January 8, 1976 at which time the parties had agreed to meet for further negotiations.

Since no agreement has resulted, this report is now being filed.

#### Contentions of the Union

Negotiations over a period of about one year not having produced agreement, the Union has withdrawn all its demands except for an increase in wages of 50¢ per hour in the first year and of 25¢ per hour in the second year of a two year contract and is agreeable to continue under the old contract provisions which it claims is still in effect, although expired.

#### Contentions of the City

The City contends that there is no contract now in effect, since by its terms, it expired on June 30, 1974 and has not been extended. It further contends that its revised contract, some sections of which the Union had accepted, should be adopted with wage rates as proposed in its exhibits. It finally contends that the Fact-Finder has no choice to recommend otherwise because the Union presented no evidence, other than former contract.

### Statement of Issues

What recommendations relative to a contract would serve the best interests of the parties and the city employees affected?

### Findings of Facts and Recommendations

In proposing a new contract the City has adopted the same general form it has heretofore negotiated with the general city employees and with the police department, and which was awarded as the result of arbitration under Act 312 with the Firefighters of the City.

The same contract was the subject of negotiation between the parties for about a year, some portions of which were accepted by both.

Inasmuch as the Fact-finder only makes recommendations, without the limitations of the Last Best Offer provisions of Act 312, I believe it quite reasonable that the parties adopt the language of the proposed contract on non-economic issues. It has modernized the prior contract and has been found to be acceptable to the other unions dealing with the City.

Relative to the prior contract, I find that it expired on June 30, 1974, although its terms and provisions, except for check-off and grievance procedure, have been followed by the City in the interim period. No official action of the City was taken to extend that contract which can be said to be now bind-



ing on either party.

Accordingly, it is my recommendation that the parties adopt the non-economic language of the new contract proposed by the City.

As to the economic issues, I believe it is incumbent upon me to consider the proposals made by the City, to enable me to make any recommendations, even though no evidence was presented thereon by the Union. Recommendations should not be based on who did or did not present evidence, but on a consideration of the reasonableness of all available evidence. Therefore, I have studied each of the economic issues in the light of the evidence, which, although presented by the City, does present comparable data from other cities. My recommendations are made in the light of this comparable data. Only in this manner can I be of some use to the parties.

#### Economic Issues

Recommendations will be made on the following items:

1. Hourly rates
2. Hospitalization
3. Life Insurance
4. Holidays
5. Sick Days
6. Personal Leave Days
7. Rest Periods
8. Call-In Pay

9. Shift Premiums
10. Funeral Leave
11. Vacations
12. Cost of Living Adjustments
13. Probationary Period
14. Duration of Agreement and Retroactivity.

1. Hourly Rates.

The City presents the results of a classification and wage study made under the auspices of the Michigan Department Civil Service, and bases its proposal for wage rates on this study, which generally consists of a 6% increase for classifications in the Parks and Department of Public Works, except for secretaries within those departments, who were previously unclassified and paid on a basis of seniority. This survey recommends and the City proposes several new classifications and wage rates.

This Fact-Finder having been a Commissioner on the Wayne County Civil Service Commission for 23 years, has a good idea of the efficiency of such a study.

The prior contract contained a "Memo of Understanding relative to classifications for clerical help under the AFSC & ME Agreement" dated July 27, 1971, which, in summary, establishes that the City, "as soon as possible (will) begin a serious study relative to job classifications, and will negotiate with the Union on the job classifications and complete the same before the end of the contract period: that is, July 1, 1974."

Thus, it was contemplated and agreed that such a study should and would be made.

The now expired contract (Union Exhibit 1) ran from July 1, 1971 through June 30, 1974. Appendix "A" thereof provided the following classifications and rates:

Classifications	Present rate bargained adjustments	7/1/71	7/1/72	7/1/73
Mechanic I	\$4.63	\$5.08	\$5.43	\$5.78
Equipment Operator 1.	4.14	4.59	4.94	5.29
Equipment Operator 2.	4.25	4.70	5.05	5.40
Equipment Operator 3.	4.50	4.95	5.30	5.65
Crew Leader D.P.W. & Parks	4.70	5.15	5.50	5.85
Tree Climber	4.65	5.10	5.45	5.80
Public Works Surveyor	4.55	5.00	5.35	5.70
City Wide Carpenter	4.65	5.10	5.45	5.80
Laborer	4.07	4.52	4.87	5.22
Meterman 1.	4.29	4.74	5.09	5.44
Meterman 2.	4.55	5.00	5.35	5.70
Light Mechanic	4.27	4.90	5.25	5.60
Parks Maintenance Man 1.	4.24	4.69	5.04	5.39
Parks Maintenance Man 2.	4.40	4.85	5.20	5.55
Parks Equipment Engineer	4.25	4.70	5.05	5.40
Custodian	4.14	4.59	4.94	5.29

Clerical Employees Schedule

First 60 days	2.60	2.95	3.30
61 days to 1 year	2.85	3.20	3.55
Second year	3.10	3.45	3.80
Third year	3.35	3.70	4.05
Fourth year	3.85	4.20	4.55
Fifth-Seventh year	4.25	4.60	4.95
Eighth-Tenth year	4.40	4.75	5.10
More than ten years	4.70	5.05	5.40

The City's new contract proposes the classifications  
(Exhibit I)  
and rates set forth in Appendix A, covering Administrative  
positions and positions in the Departments of Public Works  
and Recreation and Parks as follows:

( A copy of Exhibit I is attached for ready reference)

# APPENDIX A

## EFFECTIVE UPON RATIFICATION OR IMPLEMENTATION (ADMINISTRATIVE DEPARTMENT)

	<u>START</u>	<u>AFTER COMPLETION OF PROBATION</u>	<u>AFTER 1 YEAR</u>	<u>AFTER 2 YEARS</u>	<u>AFTER 3 YEARS</u>
Typist Clerk I	\$3.65	\$3.79	\$3.94	\$4.08	\$4.22
Clerk - Treasurer					
Aide	\$3.87	\$4.02	\$4.17	\$4.32	\$4.47
Typist Clerk II					
Secretary I					
Account Clerk	\$4.10	\$4.26	\$4.42	\$4.58	\$4.74
Secretary II	\$4.63	\$4.81	\$4.99	\$5.17	\$5.35
Bookkeeper	\$4.90	\$5.09	\$5.28	\$5.48	\$5.67

# APPENDIX A

EFFECTIVE JULY 1, 1976  
(ADMINISTRATIVE DEPARTMENT)

	<u>START</u>	<u>AFTER COMPLETION OF PROBATION</u>	<u>AFTER 1 YEAR</u>	<u>AFTER 2 YEARS</u>	<u>AFTER 3 YEARS</u>
Typist Clerk I	\$3.86	\$4.01	\$4.17	\$4.32	\$4.47
Clerk - Treasurer					
Aide	\$4.10	\$4.26	\$4.42	\$4.57	\$4.73
Typist Clerk II					
Secretary I					
Account Clerk	\$4.34	\$4.51	\$4.68	\$4.85	\$5.02
Secretary II	\$4.90	\$5.09	\$5.28	\$5.48	\$5.67
Bookkeeper	\$5.19	\$5.39	\$5.59	\$5.80	\$6.01

APPENDIX A

EFFECTIVE JULY 1, 1975  
(ADMINISTRATIVE DEPARTMENT)

	<u>START</u>	<u>AFTER COMPLETION OF PROBATION</u>	<u>AFTER 1 YEAR</u>	<u>AFTER 2 YEARS</u>	<u>AFTER 3 YEARS</u>
Typist Clerk I	\$4.09	\$4.25	\$4.42	\$4.57	\$4.73
Clerk - Treasurer Aide	\$4.34	\$4.51	\$4.68	\$4.84	\$5.01
Typist Clerk II					
Secretary I					
Account Clerk	\$4.60	\$4.78	\$4.96	\$5.14	\$5.32
Secretary II	\$5.19	\$5.39	\$5.59	\$5.80	\$6.01
Bookkeeper	\$5.50	\$5.71	\$5.92	\$6.14	\$6.37

APPENDIX A

EFFECTIVE UPON RATIFICATION  
DEPARTMENTS OF PUBLIC WORKS AND RECREATION AND PARKS

	<u>START</u>	<u>AFTER COMPLETION OF PROBATION</u>	<u>AFTER 1 YEAR</u>
Mechanic	\$5.72	\$5.92	\$6.12
Equipment Operator I	\$5.20	\$5.40	\$5.60
Equipment Operator II	\$5.32	\$5.52	\$5.72
Equipment Operator III	\$5.58	\$5.78	\$5.98
Crew Leader	\$5.80	\$6.00	\$6.20
Tree Climber	\$5.74	\$5.94	\$6.14
Public Works Surveyor	\$5.64	\$5.84	\$6.04
City Wide Carpenter	\$5.74	\$5.94	\$6.14
Laborer	\$5.13	\$5.33	\$5.53
Meterman I	\$5.36	\$5.46	\$5.76
Meterman II	\$5.64	\$5.84	\$6.04
Light Mechanic	\$5.53	\$5.73	\$5.93
Parks Maintenance Man I	\$5.31	\$5.51	\$5.71
Parks Maintenance Man II	\$5.48	\$5.68	\$5.88
Parks Equipment Engineer	\$5.32	\$5.52	\$5.72
Custodian	\$5.20	\$5.40	\$5.60



APPENDIX A

EFFECTIVE JULY 1, 1970  
DEPARTMENTS OF PUBLIC WORKS AND RECREATION AND PARKS

	<u>START</u>	<u>AFTER COMPLETION OF PROBATION</u>	<u>AFTER 1 YEAR</u>
Mechanic	\$6.08	\$6.28	\$6.48
Equipment Operator I	\$5.52	\$5.72	\$5.92
Equipment Operator II	\$5.66	\$5.86	\$6.06
Equipment Operator III	\$5.93	\$6.13	\$6.33
Crew Leader	\$6.17	\$6.37	\$6.57
Tree Climber	\$6.10	\$6.30	\$6.50
Public Works Surveyor	\$6.00	\$6.20	\$6.40
City Wide Carpenter	\$6.10	\$6.30	\$6.50
Laborer	\$5.46	\$5.66	\$5.86
Meterman I	\$5.70	\$5.90	\$6.10
Meterman II	\$6.00	\$6.20	\$6.40
Light Mechanic	\$5.88	\$6.08	\$6.28
Parks Maintenance Man I	\$5.65	\$5.85	\$6.05
Parks Maintenance Man II	\$5.83	\$6.03	\$6.23
Parks Equipment Engineer	\$5.66	\$5.86	\$6.06
Custodian	\$5.53	\$5.73	\$5.93

APPENDIX A

EFFECTIVE JULY 1, 1979  
DEPARTMENTS OF PUBLIC WORKS AND RECREATION AND PARKS

	<u>START</u>	<u>AFTER COMPLETION OF PROBATION</u>	<u>AFTER 1 YEAR</u>
Mechanic	\$6.46	\$6.66	\$6.86
Equipment Operator I	\$5.88	\$6.08	\$6.28
Equipment Operator II	\$6.02	\$6.22	\$6.42
Equipment Operator III	\$6.30	\$6.50	\$6.70
Crew Leader	\$6.56	\$6.76	\$6.96
Tree Climber	\$6.49	\$6.69	\$6.89
Public Works Surveyor	\$6.38	\$6.58	\$6.78
City Wide Carpenter	\$6.49	\$6.69	\$6.89
Laborer	\$5.81	\$6.01	\$6.21
Meterman I	\$6.06	\$6.26	\$6.46
Meterman II	\$6.38	\$6.58	\$6.78
Light Mechanic	\$6.25	\$6.45	\$6.65
Parks Maintenance Man I	\$6.01	\$6.21	\$6.41
Parks Maintenance Man II	\$6.20	\$6.40	\$6.60
Parks Equipment Engineer	\$6.02	\$6.22	\$6.42
Custodian	\$5.88	\$6.08	\$6.28

Employees who are earning in excess of the rates specified in this Appendix A shall be red circled at said rates and shall not participate in any increases until such time as the rates in this Appendix A exceed their red circled rates at which time they shall receive the rate specified in this Appendix A.

Metermen I will receive a transportation allowance of five (\$5.00) dollars per week in addition to the rates specified in this Appendix A. Metermen I shall receive a twenty (20¢) cents per hour premium rate for time spent handling voting machines.

A study of the two sets of rates, for comparable basic classifications in the trades reveals the following proposed increases from 1973 rates to 1974 and later year rates:

	<u>1973</u>	<u>1974</u>	<u>1975</u>	<u>1976</u>
Mechanic	\$5.78	\$6.12	\$6.48	\$6.86
Equipment Operator 1.	5.29	5.60	5.92	6.28
Equipment Operator 2.	5.40	5.72	6.06	6.42
Equipment Operator 3.	5.65	5.98	6.33	6.70
City Wide Carpenter	5.80	6.14	6.50	6.89
Laborer	5.22	5.53	5.86	6.21
Parks Maintenance Man I.	5.39	5.71	6.05	6.41
Parks Maintenance Man II	5.55	5.88	6.23	6.60
Custodian	5.29	5.60	5.93	6.28

These increases average about 32¢ per hour the first year; 35¢ per hour the second year and 37¢ per hour the third year. The Union demands 50¢ per hour the first year and 25¢ per hour the second year. No demand for the third year was made.

Further analysis indicates that the rates proposed for the trade classifications named above are very close to the averages of seven other nearby cities.

However, the rates proposed for the clerical classifications are about 25¢ below the average of the same nearby cities.

Accordingly, it is my recommendation that the trade classifications proposed by the City be adopted, as well as the rate schedules therefor. Further, that the clerical classifications also be adopted, but that the rates for the year beginning July 1, 1974 be increased 25¢ per hour across all schedules.

It is also recommended that the rate of any employee already in excess of the scheduled rate be red circled until such time as the contract rate reaches such red circled rate, at which time, it shall begin to receive increases as per the wage schedules agreed upon. This practice has been quite prevalent in many public jurisdictions for years.

2.     Hospitalization.

The prior contract provided a "Memo of Understanding" dated July 1, 1971 under which the City agreed to apply to that contract "additional hospital benefits including optical and dental that may be granted other bargaining units recognized by the City of Garden City during the term of this contract."

The City's proposal is to provide Blue Cross-Blue Shield MVF 2 (Master Medical and Drug) policy, with a \$1.00 prescription rider at no cost to the employee, and an allowance of \$25.00 per month to Retirees to cover the cost of their Blue Cross premiums. This is the same as provided in the previous contract and is favorably comparable to the same benefits in other cities.

3.     Life Insurance.

The City also proposes a \$10,000 life insurance policy, with \$8,000 of A.D. & D. and a \$2,000 policy to retirees.

Only two other cities exceed this benefit and I recommend the proposal as reasonable.

4. Holidays.

The City also proposes 13 paid holidays, the same as in the prior contract. Only two other cities give more; Westland and Wyandotte - 14 holidays. Four cities give less and one equal Garden City.

It is recommended that this benefit be accepted as proposed because it is reasonable and in line with other surrounding public jurisdictions.

5. Sick Leave.

Under the former contract, each employee was granted one (1) day of sick leave with pay for each month in which the employee works 15 or more days. These could be accumulated without limit. A very complicated system of determining sick days was provided. Upon death, all accumulated sick leave would be paid to his estate and on retirement, to the employee. Upon severance, employees would receive 10% of their accumulated sick leave bank for each year of service as severance pay, for a total of 100% after 10 years. If an employee had a sick leave bank of at least 30 days, 5 days of the sick leave could be used for additional vacation days, at his discretion.

The City's proposal provides for one day of paid sick leave for each month of service in which the employee works at least 15 days with a maximum of 60 days accumulated. Prior earned sick

leave days would be recognized and upon retirement, severance or death, credits earned <sup>during</sup> such prior earned sick leave days would be paid according to a schedule starting with 50% to those with at least 6 years of service to 100% to those with 10 or more years of service, unless the employee were discharged, in which case he would get none.

An employee who retires under the City's Retirement Program or quits or dies would receive 25% of his sick leave bank accumulated after the date of this Agreement.

The City's proposal also provides Sick & Accident insurance, with benefits of 65% of wages for 52 weeks.

The Sick Leave proposal is substantially the same as that accepted by the Unions for the City's other employees and as awarded to the Fire Fighters through arbitration.

It is my judgment that the Sick Leave provisions together with sick and accident insurance are reasonable and in line with other jurisdictions and is recommended.

6. Personal Leave Days.

It was previously provided that each employee should be granted four personal leave days, provided no more than seven sick leave days had not been used during the previous year.

The new proposal is for three personal leave days without restriction, except to request the same at least three days before.

It is interesting to note that of the comparable cities only one (Wayne) allows four days, while two (Westland and Livonia) allow two days.

It would therefore appear that three days without restriction is reasonable and is recommended.

7. Rest Periods.

The prior contract provided that any time worked in excess of 16 hours in a work day should be paid double time and constituted "excess overtime". In addition, it provided that an employee working 4 hours of excess overtime should receive a "rest break" of 4 hours before being required to report back to work, and if it should run into the employee's next regular shift, the employee would be paid at straight time for that 4 hour rest period.

This could happen only if the employee had first worked 16 hours.

However, the proposed contract prohibits any employee from working more than 16 continuous hours, and, therefore, "excess overtime" cannot occur.

Further, only Inkster and Wayne have similar provisions.

I believe the new contract would prevent the type of situation contemplated in the former contract and recommend the adoption of the City's proposal.



8. Call-In Pay.

Two hours minimum pay to employees called into work after regular working hours was provided in the former contract.

The new proposed contract provided for not less than two hours pay at time and a half to perform work at a time other than for which he had previously been scheduled.

This is fully in line with most of the other cities and is recommended.

9. Shift Premiums.

Both the old contract and the new proposal provide for a 20¢ per hour shift premium.

No other comparable city gives a shift differential, except Westland which gives 30¢ per hour for the afternoon shift.

It is recommended to the parties as proposed.

10. Funeral Leave.

Most of the other cities provide only 3 funeral leave days. The City proposes four days for funerals within a 300 mile radius and one additional day, if farther. It is almost identical to the former provision. It is recommended.

11. Vacations.

The prior agreement provided the following schedule of vacation benefits:

- 1 week after 1 year
- 2 weeks after 2 years
- 3 weeks after 5 years
- 4 weeks after 10 years or more

After 10 years, one additional day for each service year over 10.

The proposed contract provides the same, except for the one additional day after 10 years of service.

In checking the contracts of other cities, we find that:

Westland provides 20 days  
(4 weeks) after 7 years of service

Inkster - 17 days after 10 years and  
20 days after 15 years

Livonia - 18 days after 10 years  
19 days after 15 years and  
20 days after 20 or more years

Wayne - 20 days after 7 years  
22 days after 15 years and  
23 days after 20 or more years

Plymouth - 15 days after 10 years  
20 days after 15 or more years

Dearborn - 17 days after 10 years  
20 days after 15 years and  
21 days after 20 years or more

Wyandotte 18 days after 11 years  
21 days after 19 years and  
24 days after 25 years or more

It seems obvious that the vacation proposal of the City is fully within the benefits provided by other comparable cities, and better than most of them.

It is recommended.

12. Cost of Living Adjustments.

Of the cities cited as comparable, 3 have a C.O.L.A. clause and 4 do not. The former contract did not provide any. None of the city's other contracts provide any.

It is not recommended.

13. Probationary Period.

Seniority status, under the former contract, was acquired after 60 calendar days after hire. It is now proposed to be 90 work days.

It is common knowledge that probationary periods are much longer in public jurisdictions than in industrial plants. Four of the comparable cities set it at six months, in two cities, at 90 calendar days and in one at 90 work-days. This provision would apply only to newly-hired employees and is recommended.

14. Duration of Agreement and Retroactivity.

The parties have in the past entered into contracts for a three (3) year period. I can see no reason why the parties should not now do the same. It has been standard for years in industry, and is now becoming common in public jurisdictions. Especially in this situation is it appropriate.

Although the City originally contemplated a contract from the date of ratification to July 1, 1976 and then to July 1, 1977, I recommend that it run from July 1, 1974 to June 30, 1977 with the rates in Appendix A for the Administrative Department increased by 25¢ per hour, as recommended above and Appendix A for

the Public Work and Recreation Departments as scheduled.

I also recommend that these rates be made retroactive to the effective dates both to July 1, 1974, but not other benefits or provisions. The latter should be effective on signing.

#### SUMMARY

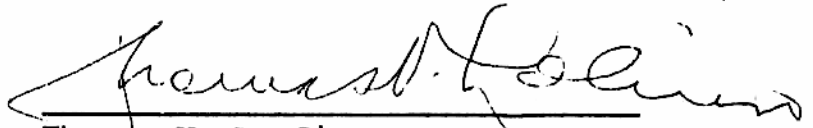
In making the foregoing recommendations, the undersigned believes that the best interests of both the City and its employees would be served. The parties would have a good contract for a three-year period to June 30, 1977, and would not be required to start negotiating a new contract in a short time. The employees would receive a reasonable increase for each year, and the cost thereof would be no greater than if the contract had been completed before July 1, 1974.

Furthermore, the parties would have an up-dated contract almost identical to that of each other branch of the city government, with terms and conditions compatible with the contracts of neighboring cities.

I trust the parties will find these recommendations of

some benefit. If desired I would be happy to consult with both parties for any purpose of clarification.

Respectfully Submitted,

A handwritten signature in cursive script, appearing to read "Thomas V. Lo Cicero", written over a horizontal line.

Thomas V. Lo Cicero  
Fact-Finding Hearings Officer

Dated: January 9, 1976

Address:

2372 First National Building  
Detroit, Michigan 48226  
Tel. No. 962-4677

Garden City 1/3/75

## A G R E E M E N T

THIS AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 1974, 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 COUNCIL NO. 23 and THE INTERNATIONAL UNION OF THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO, hereinafter referred to as the Union,

OK  
8/21

### W I T N E S S E T H . :

The general purpose of this Agreement is to promote mutual cooperation, to further the welfare of the City, its employees and the Community, to establish safety of employees, economy of operation, quality and quantity of work performed, protection of property, and to secure a fair and prompt disposition of grievances. Therefore, the Employer and the Union, for and in consideration of the mutual promises, stipulations and conditions hereinafter specified agree to abide by the terms and provisions set forth herein for the duration of this Agreement.

OK  
11/19

### ARTICLE I - RECOGNITION

Section 1: Pursuant to and in accordance with the applicable provisions of Act 379 of the Michigan Public Acts 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 Works, and Administrative Department employees excluding Court employees, part-time

uH.  
8/21

### EXHIBIT I

and seasonal employees, employees hired pursuant to governmental grants, Secretary to Mayor, supervisors and all other employees.

Section 2: 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 3: The Employer and the Union agree that, for the duration of this Agreement, neither shall discriminate against any employee or applicant for employment because of his 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 4: 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 5: It is understood and agreed that all present employees covered by this Agreement who are members of the Union shall, as a condition of continued employment, 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 monthly dues as determined by the Union.

All employees covered by this Agreement, and who are hired after the effective date thereof, shall become and remain members of the Union in good standing or pay a representation fee equivalent to the 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. Further, such indemnification shall apply to damages that are sustained as a result of procedural errors or because of reason of mistake of fact which were in the control of or responsibility of the Union.

OK  
8/22

Section 6: All those employees who are or become members of the Union and who presently execute payroll deduction authorization cards therefor, the provisions of which must conform to the legal requirements imposed by the State Law, the Employer agrees to deduct from the first paycheck of each month the regular monthly dues in the amounts certified to the Employer by the Financial Secretary within fifteen (15) calendar days thereafter. Employees who elect not to become members of the Union and who execute payroll deduction cards therefor, the Employer will deduct the representation fee equivalent to the monthly Union dues uniformly required of all Union members.

OK  
9/5

(The next page is page 4.)



- (a) The Union shall indemnify and save the Employer harmless from any liability that may arise out of the Employer's reliance upon any payroll deduction authorization cards presented to the Employer by the Union or by an employee in accordance with the above provisions.

OK  
11/18

Section 7: In this Agreement, words in the masculine gender shall include masculine or feminine gender.

OK  
9/12

## ARTICLE II - GRIEVANCE PROCEDURE

Section 1: A grievance shall be defined as any dispute regarding the meaning, interpretation, application or alleged violation of the terms and provisions of this Agreement.

OK  
8/21

Section 2: An employee who believes he has a grievance must submit his complaint orally to his immediate supervisor within twenty-four (24) hours after the occurrence of the event upon which his complaint is based. The supervisor shall give the employee a verbal answer within twenty-four (24) hours (Saturdays, Sundays and holidays excluded) after the complaint has been submitted to him. In the event the complaint is not satisfactorily settled in this manner, it shall become a grievance and the following procedure shall apply:

UH  
8/21

FIRST STEP. To be processed under this grievance procedure, a grievance must be reduced to writing, in triplicate, state the facts upon which it is based, when they occurred, specify the section of the contract which allegedly has been violated, must be signed by the employee who is filing the grievance and must be presented to the employee's immediate supervisor by the steward within five (5) calendar days after the occurrence

UH  
8/21

of the event upon which it is based. The supervisor shall give a written answer to the steward within five (5) calendar days after receipt of the written grievance. If the answer is satisfactory, the steward shall so indicate on the grievance form and sign it with two (2) copies of the grievance thus settled retained by the employee and one (1) copy retained by the supervisor.

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) regularly scheduled working days after the supervisor gave the employee the written First Step answer. The Department Head and/or his designated representative shall meet with the Union representatives and discuss the grievance within five (5) regularly scheduled working days after the grievance is presented at this step. Within three (3) regularly scheduled working 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 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 its Voluntary Labor Arbitration

Rules, then obtaining, provided such submission is made within fifteen (15) calendar days after receipt by the Union of the superintendent's Second 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 expenses and fees of the arbitrator and the American Arbitration Association shall be shared equally by the Employer and the Union.

Section 3: Time limits at any Step of the grievance procedure may be extended only by mutual agreement between the Employer and the Union. In the event the Union does not appeal a grievance from one Step to another within the time limits specified, the grievance shall be considered as being settled on the basis of the Employer's last answer. In the event the Employer fails to reply to a grievance at any step of the grievance procedure within the specified time limits, the grievance shall automatically be referred to the next step in the grievance procedure provided, however, that nothing contained herein shall be construed so as to automatically refer a grievance to arbitration.

UH  
8p-1

Section 4: Grievances on behalf of the entire Union shall be filed by the Union's Grievance Committee and shall be processed starting at the Second Step of the grievance procedure. UH 8/21

Section 5: Meetings of the Department Head and the Union representatives provided for in the Second Step of the grievance procedure shall start not later than 2:00 p.m. on the day which they are scheduled. The Union representatives, not to exceed two (2) in number, shall be paid their straight time hourly rate of pay for all time away from their regularly scheduled work to attend such meetings. The Employer shall be promptly notified of the names of the Union representatives and any changes therein. UH 8/21

### ARTICLE III - DISCHARGE CASES

Section 1: Disciplinary action shall be for just and stated cause. In the event an employee under the jurisdiction of the Union who has completed his probationary period shall be suspended from work for disciplinary reasons or is discharged from his employment after the date hereof and he believes he has been unjustly suspended or discharged, such suspension or discharge shall constitute a case arising under the grievance procedure, provided a written grievance with respect thereto is presented to the employee's Department Head within three (3) regularly scheduled working days after such discharge or after the start of such suspension. OK 9/12

- (a) Any employee who has been disciplined by suspension or discharge may request the presence of a steward to discuss the case with him before he is required to leave the job. If the employee requests his steward, he shall be promptly called. OK 9/12

- (b) Any employee who is removed from his work and taken to an office for interview concerning discipline may, if he so desires, request the presence of his steward to represent him during such interview. OK  
9/12
- (c) Within twenty-four (24) hours the Employer will notify the Union and steward of any suspension or discharge. OK  
9/12
- (d) It is understood and agreed that when an 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. OK  
9/12
- (e) In imposing discipline in a current charge, the City will not take into account any prior infractions which occurred more than eighteen (18) months previously. OK  
9/12

(The next page is page 8.)

Section 2: 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.

OK  
9/12

ARTICLE IV - STRIKES AND LOCKOUTS

Section 1: The Union agrees that during the life of this Agreement neither the Union, its agents nor its members will authorize, instigate, aid or engage in a work stoppage, slowdown, 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.

OK  
9/12

Section 2: Individual employees or groups of employees who 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 in the sole discretion of the Employer.

UH  
9/12  
11/19

(The next page is page 9.)

ARTICLE V - SENIORITY

Section 1: 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 date upon which an employee first reported for work at the instruction of the Employer since which he has not quit, retired or been discharged. No time shall be deducted from an employee's seniority due to absences occasioned by authorized leaves of absence, vacations, sick or accident leaves, or for layoffs due to lack of work or funds except as herein-after provided.

UH  
8/21  
OK  
12/26

Section 2: All new employees shall be probationary employees until they have actually worked ninety (90) days for the Employer. The purpose of the probationary period is to provide an opportunity for the Employer to determine whether the employee has the ability and other attributes which qualify him for regular employee status. During the probationary period, the employee shall have no seniority status and may be terminated in the sole discretion of the Employer without regard to his relative length of service. Upon the successful conclusion of his probationary period, the employee's name shall be added to the seniority list as of his last hiring date.

UH  
8/21  
UH  
12/26

Section 3: The Employer will maintain an up-to-date seniority list by Departments. A copy of the seniority list will be posted on the appropriate bulletin board each six (6) months. The names of all employees who have completed their probationary periods shall be listed on the seniority list in order of their last hiring dates, starting with the senior employee's name at the top of the list. If two (2) or more

UH  
8/21

employees have the same last hiring date, their names shall appear on the seniority list alphabetically by the first letter or letters of their last name. If two (2) or more employees have the same last name, the same procedure shall be followed with respect to their first names.

Section 4: An employee's seniority shall terminate:

OK 11/19

- (a) If he quits, retires, or is justifiably discharged. OK 11/19
- (b) If, following a layoff for lack of work or funds, he fails or refuses to notify the City of his intention to return to work within (5) regularly scheduled working days after a written notice sent by certified mail of such recall is sent to his last address on record with the Employer or, having notified the City of his intent to return, fails to do so within ten (10) regularly scheduled working days after such notice is sent. OK 11/19
- (c) If he is absent for three (3) consecutive regularly scheduled working days without notifying his Supervisor or his Superintendent within such three (3) day period of a justifiable reason for such absence. However, exceptions may be made in the discretion of the Employer, if extenuating circumstances or emergencies made said notification impossible. OK 11/19
- (d) When he has been laid off for lack of work or funds for a period equal to the length of his seniority. OK 12/26

Section 5: It is understood and agreed that seniority shall be by Departments. There shall be no transfers, bidding or

OK 4/14  
8/21



bumping between the Departments, unless in the judgment of the Employer, such transfer, bidding or bumping would be beneficial to the Employer, in which event the employee involved would be credited with his full seniority with the Employer.

Section 6: When it becomes necessary to reduce the size of the work force in a department, part-time and probationary employees shall be laid off first, providing there are employees with seniority who are available and have the then present ability to satisfactorily perform the work of the part-time or probationary employees without 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 then present ability to satisfactorily perform the work of such junior employees without break-in or training. In the event there are no senior employees available to perform such work who have the then present ability to satisfactorily perform the same without break-in or training then the junior employee shall be retained and the next least junior employee shall be laid off. UH  
8/21

- (a) If it is necessary to eliminate a job classification or to reduce the number of occupants in a job classification in a Department, the last employee or employees to enter such job classification shall be the ones removed therefrom. Employees thus removed from the job classification shall exercise their seniority in any lower rated classification in their Department, seniority permitting, which work such replacing employee has the then present ability to satisfactorily perform without UH  
8/21

break-in or training. Employees thus displaced from their job classification within their Department shall exercise the same right.

Section 7: When recalling employees to work following a layoff, the senior employee on layoff status in his Department who has the then present ability to satisfactorily perform the available work without break-in or training shall be the first recalled. If there are no employees on layoff status who have the then present 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 in the Department who has the capability and the special qualifications, if such are required, to satisfactorily perform the work and meets the requirements for the job shall be the one recalled and given such break-in or training. 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 or recall an employee who is laid off in another Department.

- (a) If an employee is given minimum break-in or training as above provided and demonstrates that with such break-in or training he is unable to satisfactorily perform such work, he shall then be returned to layoff status and not again be eligible for recall to work until work is again available in a job for which he has the then present ability to perform without break-in or training to which his seniority entitles him.

Section 8: Where referred to in Section 6 and 7 of this Article, "then present ability to satisfactorily perform the work required in a classification without training" does not preclude an employee from receiving on the job "simple and necessary instructions" regarding such job or operation. "Simple and necessary instructions" shall mean that the employee is not entitled to training with respect to such job classification but, rather, that he has the present ability to satisfactorily perform the work requiring only that he be shown the peculiarities of the equipment involved, if any, and the unusual aspects of their operation, and the end result he is expected to achieve in the performance of the job requirements.

11A  
5/21

Section 9: 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 in that Department may bid for such opening or vacancy by signing their names on such posting. From among the employees signing the posting who meet the requirements of the job, the one who best meets the requirements shall be awarded the same. If two or more bidding employees who meet the requirements as determined by the Employer and have the required abilities to relatively the same extent, the employee with the most seniority will be awarded the job. 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 period of not to exceed ten (10) regularly scheduled working days. If there are no bidders

11A  
5/21

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 or allow employees in another Department to bid for such job classification.

- (a) When an employee is awarded a job under this section he shall be on a job probation and may be removed therefrom at any time he demonstrates that he is or will be unable to satisfactorily perform the requirements of the job during the first sixty (60) days of work in his new job classification. If so removed, the employee shall be returned to the last previous job classification he had permanently occupied prior to bidding.

- (b) Any employee who is awarded a job under the bidding procedure shall not be awarded another job, the rate range of which is equal to or less, under the bidding procedure during the next succeeding six (6) months. Any employee who is removed from a job classification for which he had bid because of his inability to satisfactorily perform the requirements thereof, as provided in subsection (a) above, shall be ineligible to bid for another job during the six (6) month period following the date of the setback.

Section 10: The Employer shall have the right to transfer employees irrespective of their seniority status from one job classification to another to cover for employees who are absent from work due to illness, accident, vacations or

leaves of absence for the period of such absence. The Employer shall also have the right to temporarily transfer employees irrespective of their seniority status to fill temporary jobs or temporary vacancies or to take care of unusual conditions or situations which may arise for a period of not to exceed thirty (30) consecutive regularly scheduled working days.

- (a) When an employee is temporarily transferred from one job classification to another, he shall continue to be paid the rate of pay to which he is entitled in his permanent job classification, unless he is transferred for a period of more than four (4) consecutive hours to a job classification for which the maximum of the rate range is higher in which event he shall be paid for the duration of such transfer in the same manner as if he had been awarded such job through the bidding procedure. UH  
8/21

Section 11: When a bargaining unit employee is promoted or transferred by the Employer to a supervisory or other job with the Employer outside the bargaining unit, such employee shall continue to accumulate seniority for a period of one (1) year after said promotion or transfer. If subsequently removed from such supervisory or other job with the City for any reason other than discharge for reasons considered valid under this Agreement, such employee shall be allowed to exercise his seniority to return to a job within the bargaining unit which he has the then present ability to satisfactorily perform without trial or training, seniority permitting. UH  
8/21

ARTICLE VI - LEAVES OF ABSENCE

Section 1: The Employer may grant a leave of absence for personal reasons of not to exceed thirty (30) calendar days without pay and without loss of seniority to an employee who has completed his probationary period, provided, in the judgment of the Employer, such employee can be spared from his work. Said leaves may be renewed for further periods of thirty (30) days up to a maximum of ninety (90) days provided extenuating circumstances exist.

OK  
11/2/75

Section 2: An employee who, because of illness, accident, or pregnancy other than illness or accident compensable under the Michigan Workmen's Compensation Laws is physically unable to report for work shall be given a leave of absence of not to exceed one (1) year without pay provided he promptly notifies the Employer of the necessity therefor and provided further that he supplies the Employer with a certification from a qualified physician of the necessity for such absence. The Employer may request additional medical certification at any time during said one (1) year period to substantiate the necessity for continued leave but at no time shall said leave exceed one (1) year unless said extension is approved by the Employer.

4H  
8/2/71

Section 3: A regular employee who enters the military service of the United States by draft or enlistment shall be granted a leave of absence for that purpose and at the conclusion of such leave of absence shall be reinstated in accordance with all applicable provisions of the Selective Service and Training Act and/or any other applicable laws then effective.

4H  
8/2/71

Section 4: Regular employees shall receive the amount of pay they would have received on a regular eight (8) hour straight time basis for each day necessarily lost during their normal scheduled work week not to exceed four (4) days to make arrangements for and attend the funeral of a member of their immediate family if the funeral is being held within a three hundred (300) mile radius of the City of Garden City. One (1) additional day shall be allowed if the funeral is being held at a location greater than a three hundred (300) mile radius from the City of Garden City. For the purposes of this Section, immediate family shall be defined as an employee's current spouse, children, parents or step-parents, but not both, brother, sister, or parents-in-law. The leave days above referred to shall end not later than the calendar day following the day of the funeral and to be eligible for such pay the employee must notify the Employer as soon as possible of the necessity for such absence, must attend the funeral and, if requested by the Employer, must present reasonable proof of death, relationship and attendance. 9/21

- (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. 9/21

Section 5: 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 shift days in advance of the requested time off. 9/21

- (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. UH  
8/21

ARTICLE VII - HOURS

Section 1: The normal work day shall consist of eight (8) hours per day. The normal work week 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. UH  
8/21

Section 2: Time and one-half ( $1\frac{1}{2}$ ) 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. UH  
8/21

- (a) Time and one-half ( $1\frac{1}{2}$ ) 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 day work schedule who shall be paid time and one-half ( $1\frac{1}{2}$ ) their regular hourly rate of pay for all hours worked on their first regularly scheduled day off in their regular work week. UH  
8/21

Section 3: 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. UH  
8/21



- (a) When overtime work is scheduled, the Employer will endeavor to give the employee involved reasonable advance notice and will endeavor to distribute the opportunity to work the scheduled overtime as equitably as is practicable among employees in the same classification and Department, where the overtime work occurs who have the then present ability to satisfactorily perform the required work which is to be performed and detailed knowledge of the specific tasks required in the performance of such work. H  
7-1
- (b) When the work to be performed on an overtime basis is a continuation of a specific job that was being performed on a straight time basis immediately prior to the overtime period, it shall be considered an unscheduled overtime and shall be performed by the employee or employees who were performing the specific job immediately prior to the occurrence of the overtime period. H  
6/21
- (c) It is understood and agreed that the nature of the work performed and the responsibility to the people of the community requires that under certain circumstances it will be necessary to require employees to work overtime. Employees who are required to work overtime will be given as much advance notice as is reasonably possible under the circumstances. Employees who fail to work the required overtime shall be subject to disciplinary action unless they offer an excuse acceptable to the Employer. H  
6/21

- (d) An overtime list shall be maintained in each department listing the overtime hours offered and/or worked by each employee in a department to assure that overtime is distributed as equitably as possible. If an employee is offered overtime hours and refuses same, said overtime hours shall be charged against him just as if he had worked the same in addition to any disciplinary action which may be taken because of his failure to work such overtime. HH  
8/21
- (e) Employees shall not be allowed to work more than sixteen (16) continuous hours within any twenty-four (24) hour period except in the case of emergency. HH  
8/21

#### ARTICLE VIII - WAGES

Section 1: The job classifications, rate ranges and incremental steps applicable thereto are set forth in Appendix A attached hereto and by this reference made a part hereof.

Section 2: If, during the life of this Agreement, a new job classification is created or significant change in an existing job classification is made, the Employer shall establish the job duties and the rate range applicable thereto and shall promptly notify the Union of its decision. If the Union believes the rate range thus set is inadequate in terms of established rate range 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 HH  
8/21

initiated during said thirty (30) calendar days 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: 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: 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 ( $1\frac{1}{2}$ ) his regular straight time hourly rate or shall be paid for actual time worked at time and one-half ( $1\frac{1}{2}$ ) his regular straight time hourly rate, whichever is greater. This provision shall not apply to employees who are called prior to their normal starting time and continue to work their regular shift thereafter.

#### ARTICLE IX - HOLIDAYS

Section 1: The following days shall be recognized as holidays: New Year's Day, Lincoln's Birthday, Washington's Birthday, Good Friday, Easter, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Christmas Eve Day, Christmas Day and New Year's Eve Day.

Section 2: Qualified employees shall receive eight (8) hours of pay at their regular straight time hourly rate for each holiday or day celebrated as such. UH  
8/21

Section 3: To qualify for holiday pay under this Article, an employee must be a regular, full-time employee who has completed his probationary period as of the time the holiday occurs and must have worked all of the scheduled hours he was scheduled to work the last day he was scheduled to work before the holiday and the next day following such holiday except in cases where the employee's absence on such day or days is due to the fact that such day or days occur during his regularly scheduled vacation, or unless he presents an excuse acceptable to management. UH  
8/21

Section 4: When an eligible employee works on any day celebrated as one of the above specified holidays, he shall be paid one and one-half (1½) times his straight time hourly rate for the hours so worked in addition to the holiday pay. UH  
8/21

#### ARTICLE X - VACATIONS

Section 1: Employees who have completed one (1) or more years of continuous service for the City since their last hiring date, as of the anniversary date of their employment by the City, shall, as of April 1 of any given year following their anniversary date of employment, be eligible for vacation with pay in accordance with the following schedule: UH  
8/21

- (a) An employee who, as of the anniversary date of his employment, has completed one (1) but less than two (2) years of continuous service with the City since his last hiring date shall, as of April 1 of UH  
8/21

any given year following his anniversary date of employment, receive five (5) days of vacation with pay.

- (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, as of April 1 of any given year following his anniversary date, receive ten (10) days of vacation with pay. UH  
8/21
- (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, as of April 1 of any given year following his anniversary date, receive fifteen (15) days of vacation with pay. UH  
8/21
- (d) An employee who, as of the anniversary date of his employment, has completed ten (10) or more years of continuous service with the City since his last hiring date shall, as of April 1 of any given year following his anniversary date, receive twenty (20) days of vacation with pay. UH  
8/21

Section 2: 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. OK  
8/21

Section 3: 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. A seniority list shall be posted not later than January 15 of any calendar year, and all employees shall indicate prior to May 1 of that calendar year of those dates that they desire to take their eligible vacation leave. In the event two (2) or more employees desire the same vacation date, and it is determined by the department head that one or both employees cannot be assigned for vacation purposes, the employee having the least amount of seniority shall select alternative dates for his vacation. A final vacation list shall be prepared by the department head and distributed to all employees not later than May 15 of any calendar year, indicating those dates agreed upon. UH  
8/21

- (a) In the event an employee does not select a vacation period prior to May 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 May 1 their selection shall be made on the basis of first come first serve. UH  
8/21

Section 4: If an employee, who is otherwise eligible for vacation with pay quits 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. UH  
8/21

Section 5: No vacation time off shall be cumulative from year to year unless approved by the Employer.

UH  
8/21

Section 6: Subject to the provisions and limitations of this Article, employees who, at the effective date of this Agreement have qualified for more vacation with pay than the maximum twenty (20) days allowable under Section 1 of this Article, shall have their vacation days and pay frozen at the number of days they qualified for at said time and shall thereafter be entitled each year to vacation days and pay not to exceed that number. Such employees shall accumulate no further vacation days or pay. All other employees shall accumulate vacation in accordance with Section 1 of this Article with its maximum accumulation of twenty (20) days.

UH  
8/21

#### ARTICLE XI - SICK LEAVE

Section 1: For employees who qualify therefor, paid sick leave shall be acquired and applied in accordance with the provisions set forth in this Article

UH  
8/21

Section 2: Immediately upon ratification of this Agreement, all accumulated sick leave credits and pay acquired prior to the effective date of this Agreement, shall be frozen and said sick leave credits shall form a bank of sick leave credits which may be used by an employee who has said banked credits, in accordance with the terms and provisions of this Article. Subsequent to the effective date and for the term of this Agreement, permanent full-time employees shall accumulate paid sick leave credits on the basis of one (1) day of paid sick leave for each month of continuous service with the Employer with a maximum accumulation of sixty (60) days.

UH  
8/21

Section 3: In order to qualify for sick leave payments, the employee must report to his supervisor not later than his normal starting time on the first day of absence unless in the judgment of the department head the circumstances surrounding the absence made such reporting impossible, in which event such report must be made as soon thereafter as is possible.

(a) In order to accumulate sick leave for any given month, the employee must actually work fifteen (15) or more days in said month.

(b) In order to qualify for sick leave payments in excess of three (3) consecutive work days, employees shall furnish a signed doctor's certificate upon return to duty if requested by the department head.

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

Section 4: Qualified employees, subject to the provisions set forth in this Article, shall be eligible for paid sick leave from and to the extent of their unused accumulated bank of frozen paid sick leave credits accumulated prior to the effective date of this Agreement or unused accumulated sick leave credits accumulated subsequent to the effective date of this Agreement in the following situation:

(a) When an employee's absence from work is due to pregnancy, illness, or injury which is not related to work, provided such illness or injury was not



attributable to causes stemming from his employment or work in the service of another employer or while acting in the capacity of a private contractor.

Section 5: If an employee retires pursuant to the City's Retirement Program, quits or dies, the employee or his estate shall be entitled to payment of his accumulated unused frozen paid sick leave credits accumulated prior to the effective date of this Agreement in accordance with the following schedule:

UH  
8/21

- (a) None but less than five (5) years of continuous service, none.
- (b) Five (5) but less than six (6) years of continuous service, 50%.
- (c) Six (6) but less than seven (7) years of continuous service, 60%.
- (d) Seven (7) but less than eight (8) years of continuous service, 70%.
- (e) Eight (8) but less than nine (9) years of continuous service, 80%.
- (f) Nine (9) but less than ten (10) years of continuous service, 90%.
- (g) Ten (10) or more years of continuous service, 100%.

If an employee is discharged he shall not be entitled to payment of any portion of his accumulated unused frozen paid sick leave accumulated prior to the effective date of this Agreement.

Section 6: If an employee retires, pursuant to the City's Retirement Program, quits or dies, the employee or his estate, shall be entitled to be paid twenty-five percent (25%) of his accumulated unused paid sick leave credits accumulated after the effective date of this Agreement. If an employee is discharged he shall not be entitled to payment of any portion of his accumulated unused sick leave accumulated after the effective date of this Agreement. UH  
8/21

Section 7: The City agrees to provide, for each permanent full-time employee, Sickness and Accident insurance which, after the first day of the accident or the eighth day of the illness, 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 and conditions are to be governed by the policy. UH  
8/21

#### ARTICLE XII - SHIFT PREMIUM

Section 1: A shift premium of twenty cents (20¢) per hour in addition to the employee's regular hourly rate will be paid to all employees who are scheduled to work the second or third shift for all hours worked on said shifts. UH  
8/21

ARTICLE XIII - LONGEVITY

Section 1: Permanent full-time employees who, as of the anniversary date of their employment, have completed one (1) or more years of continuous employment with the City since their last hiring date shall receive, in a lump sum payment made on the first pay period in December of each year, a longevity bonus of twenty dollars (\$20.00) for each year of continuous service with the City. UH  
9/21

ARTICLE XIV - INSURANCE

Section 1: The Employer agrees, for the life of this Agreement to maintain a level of group hospitalization insurance equivalent to the benefit level of Blue Cross - Blue Shield MVFII policy, with a one dollar (\$1.00) prescription rider, with an insurance carrier or carriers authorized to transact business in the State of Michigan. UH  
9/21

Section 2: The Employer agrees for the life of this Agreement, to provide each bargaining unit employee with a ten thousand dollar (\$10,000) life insurance policy. UH  
9/21

ARTICLE XV - GENERAL

Section 1: Appended hereto as Appendix B are the provisions with respect to causes for disciplinary action and/or discharge. UH  
9/21

Section 2: The Employer will provide a bulletin board for each Department upon which the Union shall be permitted to post notices concerning its business and activities. Such notices shall contain nothing of a political or defamatory nature. UH  
9/21

Section 3: Nothing contained in this Agreement shall be construed to in any way restrict or limit management and supervisory employees from performing bargaining unit work in the same manner and to the same extent as management and supervisory employees performed such work prior to the execution of this Agreement.

Section 4: The Employer shall have the right to subcontract work normally performed by bargaining unit employees if and when, in its judgment, it does not have the available or sufficient manpower, proper equipment, capacity and ability to perform such work within the required amount of time, during emergencies or when such work cannot be performed by bargaining unit employees on an economical basis.

Section 5: It is understood and agreed that in case of emergencies, when a sufficient number of qualified employees are not readily available to handle such emergencies, qualified personnel from any Department of the bargaining unit may be used interchangeably between departments for the duration of the emergency.

Section 6: All employees hired after the execution of this Agreement and all present employees who do not live within the boundary lines of the City of Garden City must, within ninety (90) calendar days after the date of their employment, or the execution of this Agreement, whichever is sooner, move within said boundaries for the duration of their employment. All present employees who live within the boundary lines of the City of Garden City must, as a condition of continued employment, continue to live within the City of Garden City.

Section 7: The Employer reserves the right to suspend or discharge employees who are 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 findings, 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 fee charged by the third doctor shall be paid by the Employer and his findings shall be binding on the employee, Employer and the Union. 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 within the City and if he is employed by another department he shall retain all accrued benefits. 11H 8/21

- (a) Employees who, at the time of execution of this Agreement, have a physical defect, caused by injury, 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. 11H 8/21

Section 8: If, during the life of this Agreement, any of the provisions contained herein are held to be invalid by operation of law or by any tribunal of competent jurisdiction or if compliance with or enforcement of any provisions should be restrained by such tribunal pending a final OK 7/21

determination as to its validity the remainder of this Agreement shall not be affected thereby. In the event any provision herein contained is so rendered invalid, upon written request by either party hereto, the Employer and the Union shall enter into collective bargaining for the purpose of negotiating a mutually satisfactory replacement for such provision.

Section 9: 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 the 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, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement. 44  
8/21

Section 10: 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 and agreed that this contract constitutes the sole, only and entire 44  
8/21

agreement between the parties hereto and cancels and super-  
sedes any other agreements, understandings, practices and  
arrangements heretofore existing.

ARTICLE XVI - DURATION OF AGREEMENT

THIS AGREEMENT shall become effective as of the ~~1st~~  
day of ~~January~~, 1974, and shall remain in full force  
and effect until 12:01 a.m. the 1st day of July, 1977, and  
from year to year thereafter unless either party hereto  
serves upon the other a written notice of desire to amend or  
terminate this Agreement at least sixty (60) calendar days  
prior to the expiration date or sixty (60) calendar days  
prior to the expiration of any subsequent automatic renewal  
period.

WIT  
8/21

LOCAL NO. 290, affiliated  
with COUNCIL NO. 23 and the  
INTERNATIONAL UNION of the  
AMERICAN FEDERATION OF STATE,  
COUNTY AND MUNICIPAL EMPLOYEES,  
AFL-CIO

CITY OF GARDEN CITY

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

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

# APPENDIX A

## EFFECTIVE UPON RATIFICATION OR IMPLEMENTATION (ADMINISTRATIVE DEPARTMENT)

	<u>START</u>	<u>AFTER COMPLETION OF PROBATION</u>	<u>AFTER 1 YEAR</u>	<u>AFTER 2 YEARS</u>	<u>AFTER 3 YEARS</u>
Typist Clerk I	\$3.65	\$3.79	\$3.94	\$4.08	\$4.22
Clerk - Treasurer					
Aide	\$3.87	\$4.02	\$4.17	\$4.32	\$4.47
Typist Clerk II					
Secretary I					
Account Clerk	\$4.10	\$4.26	\$4.42	\$4.58	\$4.74
Secretary II	\$4.63	\$4.81	\$4.99	\$5.17	\$5.35
Bookkeeper	\$4.90	\$5.09	\$5.28	\$5.48	\$5.67



APPENDIX A

EFFECTIVE JULY 1, 1976  
(ADMINISTRATIVE DEPARTMENT)

	<u>START</u>	<u>AFTER COMPLETION OF PROBATION</u>	<u>AFTER 1 YEAR</u>	<u>AFTER 2 YEARS</u>	<u>AFTER 3 YEARS</u>
Typist Clerk I	\$3.86	\$4.01	\$4.17	\$4.32	\$4.47
Clerk - Treasurer					
Aide	\$4.10	\$4.26	\$4.42	\$4.57	\$4.73
Typist Clerk II					
Secretary I					
Account Clerk	\$4.34	\$4.51	\$4.68	\$4.85	\$5.02
Secretary II	\$4.90	\$5.09	\$5.28	\$5.48	\$5.67
Bookkeeper	\$5.19	\$5.39	\$5.59	\$5.80	\$6.01

APPENDIX A

EFFECTIVE JULY 1, 1975  
(ADMINISTRATIVE DEPARTMENT)

	<u>START</u>	<u>AFTER COMPLETION OF PROBATION</u>	<u>AFTER 1 YEAR</u>	<u>AFTER 2 YEARS</u>	<u>AFTER 3 YEARS</u>
Typist Clerk I	\$4.09	\$4.25	\$4.42	\$4.57	\$4.73
Clerk - Treasurer Aide	\$4.34	\$4.51	\$4.68	\$4.84	\$5.01
Typist Clerk II					
Secretary I					
Account Clerk	\$4.60	\$4.78	\$4.96	\$5.14	\$5.32
Secretary II	\$5.19	\$5.39	\$5.59	\$5.80	\$6.01
Bookkeeper	\$5.50	\$5.71	\$5.92	\$6.14	\$6.37

APPENDIX A

EFFECTIVE UPON RATIFICATION  
DEPARTMENTS OF PUBLIC WORKS AND RECREATION AND PARKS

	<u>START</u>	<u>AFTER COMPLETION OF PROBATION</u>	<u>AFTER 1 YEAR</u>
Mechanic	\$5.72	\$5.92	\$6.12
Equipment Operator I	\$5.20	\$5.40	\$5.60
Equipment Operator II	\$5.32	\$5.52	\$5.72
Equipment Operator III	\$5.58	\$5.78	\$5.98
Crew Leader	\$5.80	\$6.00	\$6.20
Tree Climber	\$5.74	\$5.94	\$6.14
Public Works Surveyor	\$5.64	\$5.84	\$6.04
City Wide Carpenter	\$5.74	\$5.94	\$6.14
Laborer	\$5.13	\$5.33	\$5.53
Meterman I	\$5.36	\$5.46	\$5.76
Meterman II	\$5.64	\$5.84	\$6.04
Light Mechanic	\$5.53	\$5.73	\$5.93
Parks Maintenance Man I	\$5.31	\$5.51	\$5.71
Parks Maintenance Man II	\$5.48	\$5.68	\$5.88
Parks Equipment Engineer	\$5.32	\$5.52	\$5.72
Custodian	\$5.20	\$5.40	\$5.60

APPENDIX A

EFFECTIVE JULY 1, 1970  
DEPARTMENTS OF PUBLIC WORKS AND RECREATION AND PARKS

	<u>START</u>	<u>AFTER COMPLETION OF PROBATION</u>	<u>AFTER 1 YEAR</u>
Mechanic	\$6.08	\$6.28	\$6.48
Equipment Operator I	\$5.52	\$5.72	\$5.92
Equipment Operator II	\$5.66	\$5.86	\$6.06
Equipment Operator III	\$5.93	\$6.13	\$6.33
Crew Leader	\$6.17	\$6.37	\$6.57
Tree Climber	\$6.10	\$6.30	\$6.50
Public Works Surveyor	\$6.00	\$6.20	\$6.40
City Wide Carpenter	\$6.10	\$6.30	\$6.50
Laborer	\$5.46	\$5.66	\$5.86
Meterman I	\$5.70	\$5.90	\$6.10
Meterman II	\$6.00	\$6.20	\$6.40
Light Mechanic	\$5.88	\$6.08	\$6.28
Parks Maintenance Man I	\$5.65	\$5.85	\$6.05
Parks Maintenance Man II	\$5.83	\$6.03	\$6.23
Parks Equipment Engineer	\$5.66	\$5.86	\$6.06
Custodian	\$5.53	\$5.73	\$5.93

APPENDIX A

EFFECTIVE JULY 1, 197~~9~~  
DEPARTMENTS OF PUBLIC WORKS AND RECREATION AND PARKS

	<u>START</u>	<u>AFTER COMPLETION OF PROBATION</u>	<u>AFTER 1 YEAR</u>
Mechanic	\$6.46	\$6.66	\$6.86
Equipment Operator I	\$5.88	\$6.08	\$6.28
Equipment Operator II	\$6.02	\$6.22	\$6.42
Equipment Operator III	\$6.30	\$6.50	\$6.70
Crew Leader	\$6.56	\$6.76	\$6.96
Tree Climber	\$6.49	\$6.69	\$6.89
Public Works Surveyor	\$6.38	\$6.58	\$6.78
City Wide Carpenter	\$6.49	\$6.69	\$6.89
Laborer	\$5.81	\$6.01	\$6.21
Meterman I	\$6.06	\$6.26	\$6.46
Meterman II	\$6.38	\$6.58	\$6.78
Light Mechanic	\$6.25	\$6.45	\$6.65
Parks Maintenance Man I	\$6.01	\$6.21	\$6.41
Parks Maintenance Man II	\$6.20	\$6.40	\$6.60
Parks Equipment Engineer	\$6.02	\$6.22	\$6.42
Custodian	\$5.88	\$6.08	\$6.28

Employees who are earning in excess of the rates specified in this Appendix A shall be red circled at said rates and shall not participate in any increases until such time as the rates in this Appendix A exceed their red circled rates at which time they shall receive the rate specified in this Appendix A.

Metermen I will receive a transportation allowance of five (\$5.00) dollars per week in addition to the rates specified in this Appendix A. Metermen I shall receive a twenty (20¢) cents per hour premium rate for time spent handling voting machines.

APPENDIX B

Section 1: For the violation of any of the following rules, an employee shall be subject to discharge.

- (a) Gross neglect of duty or refusal to comply with a supervisor's instructions unless such instructions are injurious to employee's safety or health.
- (b) Insubordination.
- OK (c) Immoral or indecent conduct.
- (d) Intentional falsification of Employer's records.
- (e) Knowingly marking the time card of another, having one's time card marked by another or unauthorized altering of a time card.
- (f) Theft or intentional destruction of Employer's or another employee's property or removal of City property from Employer's premises without authorization of the Employer. Unauthorized use of the Employer's property.
- OK (g) Sleeping on the job.
- OK (h) Drinking or possessing any alcoholic beverage on Employer's time, premises, or equipment, or reporting to work while under the influence of alcoholic beverages.
- (i) Conviction of a felony while an employee of the Employer.

- (j) Deliberate or careless conduct endangering the safety of himself or others.
- (k) Unreasonable number of wage assignments.
- (l) Abusive, threatening or coercive treatment of members of the public or a supervisor.
- (m) Conviction of any moving traffic violation for which an employee receives six (6) or more points during a twelve (12) month period, while driving Employer's vehicles.
- (n) Absence from work for two (2) consecutive regularly scheduled working days without an excuse acceptable to the Employer.
- (o) Suspension or loss of driver's license. (Employees who are required to drive in the service of the Employer).
- 0- (p) Sabotage.
- (q) Permitting any person who is not an employee to enter or ride in a City vehicle without authorization of the Employer.
- (r) Failure to be available for emergency call to duty or failure to respond to said call.
- (s) Serious violation of a safety rule or safety practice.
- (t) Any other offense of equal magnitude to the above.



Section 2: For the commission of any of the following offenses an employee shall receive a written warning notice. If an employee receives two (2) written warning notices (for the same or different offenses) within a period of twelve (12) consecutive months, such employee shall thereupon be subject to discharge upon commission of the third offense.

- (a) Late to work without an excuse acceptable to his supervisor.
- (b) Carelessness which necessitates the scrapping or repairing of Employer's equipment or property.
- (c) Inattentiveness to work, failing to start work at the designated time, quitting work before proper time, or leaving the job during working hours without permission of supervision.
- (d) Smoking in unauthorized areas.
- (e) Abusive, threatening or coercive treatment of another employee.
- (f) Minor violation of a safety rule or safety practice.
- (g) Failure to report for work without giving the Employer advance notice unless it was impossible to give such advance notice.
- (h) Creating or contributing to poor housekeeping in the building or equipment.
- (i) Vending, soliciting or collecting contributions on the Employer's time or premises without written authorization from the Employer.

- (j) Posting, removing or defacing any matter on the Employer's bulletin boards or property without authorization from the Employer.
- (k) Failure to perform work as instructed in an efficient and timely manner. Poor workmanship.
- (l) Any offense of equal magnitude to the above.