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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)**

Garden City City of

January 1, 1998 - December 31, 2001

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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

presently existing three department. It is further understood that such employees will be accredited to the existing bargaining unit without necessity of labor agency representation proceedings.

(c) Seasonal and Temporary Employees: Seasonal and Temporary employees shall be excluded from the bargaining unit, if:

- 1.) Among maintenance employees, the temporary or seasonal employee works only between April 1st and October 15 and has not been rehired within five (5) months after termination of temporary or seasonal employment. (Recreation Instructor and program personnel are excluded from these limitations.)
- 2.) Among clerical employees, the temporary employee was hired no more than sixty (60) working days. (Co-op students are excluded during the school year but cannot work as temporary employees beyond the summer months unless such employees return to the co-op student program.)
- 3.) No such temporary or seasonal employment causes the layoff of regular employees.

(d) Part-Time Employees:

- 1.) Part-Time employees will only work during days shifts, Monday through Friday, between the hours of 7:30 a.m. and 5:00 p.m., for shifts of eight (8) hours or less; these employees will not work weekends, holidays or overtime.
- 2.) Part-time employees will only be able to perform work of the Laborer and/or Account Clerk I, Clerk Typist I classifications.
- 3.) Such part-time employees shall be limited to five (5) in number subject to the following:
 - a.) In the event the number of full-time AFSCME bargaining unit employees is reduced from 54, then the number of part-time employees permitted hereunder shall be reduced on a one-to-one basis but, in no event fewer than two (2) in number (subject to b.)
 - b.) In the event the number of full-time AFSCME bargaining unit employees falls below 45, all part-time employees shall be terminated within 30 days.
 - c.) No part-time employee will be used to replace a regular bidded AFSCME position.
 - d.) In the event the number of full-time AFSCME bargaining unit employees is increased from 54, then the number of part-time employees permitted hereunder shall be increased on a one-to-one basis but, in no event more than seven (7) in number.
- 4.) Part-time employees shall not be eligible to receive any benefits defined in this agreement.

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.

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.

Section 7: For all those employees who are or become members of the Union, or who pay a representation fee, and who 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.

- (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.

Section 8: In this Agreement, words in the masculine gender shall include masculine or feminine gender and vice versa.

ARTICLE II - GRIEVANCE PROCEDURE

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

Section 2: "Day" herein is a working day Monday through Friday and does not include Saturday, Sunday, or a Holiday.

An employee or employees who believes he or they have a grievance must submit his or their complaint orally to his or their immediate supervisor within three (3) days after the occurrence of the event upon which his or their complaint is based, or within two (2) days of the employee's knowledge of the occurrence of such event or when facts were such that the employee reasonably should have had knowledge. The supervisor shall give the employee or employees a verbal answer within three (3) days 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:

FIRST STEP: To be processed under this grievance procedure, a grievance must, after compliance with the oral step above, 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 nine (9) days after the occurrence of the event upon which it is based. The supervisor shall give a written answer to the steward within three (3) 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) 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 its 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

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.

Section 4: Grievances on behalf of the entire Union, within the nine (9) days specified in the first step of Section 2, shall be filed by the Union's Grievance Committee and shall be processed starting at the Second Step of the grievance procedure.

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., unless mutually agreed otherwise, on the day which they are scheduled. The Union representatives, not to exceed two (2) in number, unless mutually agreed otherwise, 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. Meetings to be held on City property whenever possible.

Section 6: Upon request and with permission of management a steward or, in his absence the alternate steward, shall be granted a reasonable amount of time off during regularly scheduled hours for necessary and required participation in Steps 1, 2 and 3 of the grievance procedure. Abuse of this privilege, in the opinion of management, may require the submission by the steward and/or alternate stewards, of a written monthly record indicating time spent and reason(s) under this section. Only one (1) steward shall function in Steps 1, 2, and 3 of this Article, except two (2) stewards are permitted when the grievant is not present.

ARTICLE III - DISCHARGE AND DISCIPLINE ACTIONS

Section 1: Discipline 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 thereof 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.

- (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.
- (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.
- (c) The Employer will notify a Union representative within twenty-four (24) hours (Saturdays, Sundays and Holidays not counted) after the City has taken disciplinary action involving written reprimand, suspension or discharge. It is additionally understood that any

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

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 absences, vacations, sick or accident leaves or for layoffs due to lack of work or funds except as hereinafter provided.

Section 2. Probationary Period: All new employees shall be probationary employees until they have been actively working for a continuous period of twelve (12) months. 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 first six (6) months of 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. After the first six (6) months, the employer must show some reason as to why the probationary employee should be terminated. After the first six (6) months the probationary employee will be entitled to holidays, sick time and personal leave. 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.

Section 3. Seniority List: The Employer will maintain an up-to-date seniority list. A copy of the seniority list will be posted on the appropriate bulletin board each six (6) month period. 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 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. Termination of Seniority: An employee's seniority shall terminate:

- (a) If he quits, retires or is justifiably discharged.
- (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 five (5) regularly scheduled working days after 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.
- (c) If he is absent for three (3) consecutive regularly scheduled working days without notifying his supervisor or his Department Head, within such three (3) day period of a justifiable reason for such absence. However, exceptions may be made in the reasonable discretion of the Employer, if extenuating circumstances or emergencies made said notification impossible.
- (d) When he has been laid off for lack of work or funds for a period equal to the length of his seniority.
- (e) If the employee overstays a leave of absence without a valid excuse which required the overstay.
- (f) If the employee gives a false reason for obtaining a leave of absence.

- (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

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 ability to perform without break-in or training to which his seniority entitles him.

Section 8. Training: Where referred to in Section 6 and 7 of this Article, "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. "Prolonged break-in or training" would be such training that would generally exceed five (5) days.

Section 9. Employee Transfer: 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. Among maintenance employees on swing shifts, any transfers under this paragraph shall be rotated among qualified employees each four (4) weeks, counting from Monday.

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. Such temporarily transferred employee, after such 30 days, shall be returned to his/her prior classification.

- (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 retroactively to the first hour for the duration of such transfer in the same manner as if he had been awarded such job through the bidding procedure.

Section 10. Promotion or Transfer Outside Bargaining Unit: 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 six (6) months after said promotion or transfer. Thereafter, such employee shall retain his accumulated seniority. 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:

- (a) Within six (6) months of his promotion or transfer, such employee may return to the job from which he was promoted or transferred or
- (b) After six (6) months of his promotion or transfer, such employee may return to any declared, vacant position in the bargaining unit for which he has the then present ability to perform satisfactorily, without trial or training, seniority permitting. This shall not allow bumping seniority, full-time employee or the layoff of any unit employee.

Section 11. Position Vacation: A seniority employee, with the approval of management,

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

be in a job probation and may be removed therefrom at any time he demonstrates that he is or will be unable to satisfactorily perform the requirement 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. During the first ten (10) work days on such awarded job, the employee shall have the right to return to the previous job classification he/she had permanently occupied prior to bidding.

Section 5. Bidding Limitations: Any employee who is awarded the 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 three (3) months. In the event an employee is removed from a position during the probationary period, he/she shall be disqualified from bidding on the same classification (DPS unit) or same job (clerical unit) for a period of one (1) work year.

ARTICLE VII - LEAVES OF ABSENCE

Section 1. Personal Leave: The Employer may grant a leave of absence for personal reasons of not to exceed one (1) year 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.

Section 2. Illness or Accident: An employee who, because of illness, accident or pregnancy other than illness or accident compensable under the Michigan Workers' 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 supply 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.

Section 3. Military Leave: 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 Selection Service and Training Act and/or any other applicable laws then effective.

Section 4. Bereavement Leave: 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, step-children, 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.

- (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.

- (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.
- (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.
- (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.
- (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. Any employee who elects not to work overtime shall have the option of removing his name from the overtime list, and such employee shall be charged for all overtime worked by any other employee. An employee who removes his name from the overtime list shall not be eligible to have his name reinstated prior to April 1 of the following year. All provisions of this Section and Sub-Section shall apply to any employee who elects to have his name removed from the overtime list.
- (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.
- (f) If an employee works sixteen (16) or more continuous hours, she/he shall, at his option, be excused from work without pay on his next scheduled workday, if such scheduled work day starts within eight (8) hours of relief from duty.

ARTICLE IX - WAGES

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

Section 2. Classification Rate Determination: 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 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

inconvenience to the City or cause overtime to be paid (excluding seven (7) day operation employees). These floating holidays must be taken before the next July 1.

Employee(s) hired after October 1, 1987 will receive two (2) floating holidays after completion of four (4) years of employment on July 1 of each year provided he/she 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 inconvenience to the City or cause overtime to be paid (excluding seven (7) day operation employees). These floating holidays must be taken before the next July 1.

If an employee(s) reached his/her fourth anniversary date of employment July 1 or prior in the calendar year they will receive credit for two (2) floating holidays on July 1.

If an affected employee's fourth anniversary date falls after July 1, crediting for two (2) floating holidays will be effective the next July 1.

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

Section 3. Qualification: 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 hours he is normally 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 acceptable excuse.

Section 4. Worked Holiday: When an employee works on a holiday as specified herein, she/he shall be paid at two (2) times his/her regular straight time hourly rate for actual time worked in addition to the holiday pay.

Section 5. 7-day Operation Employees: For the purpose of identifying the days off for the holidays specified in this Article and for employees scheduled on seven (7) day operations, such employee(s) shall receive:

- (1) His preceding scheduled work day off when the holiday falls on the employee's first scheduled work day off in a seven day period, and
- (2) The succeeding scheduled workday off when the holiday falls on the employee's second scheduled workday off in a seven-day period.

ARTICLE XI - VACATIONS

Section 1. Vacation: 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 be eligible for vacation with pay in accordance with the following schedule:

- (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 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 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

pay than the maximum twenty-five (25) days allowable under Section 1 of this Article, shall have their vacation days frozen at the number of days they qualify for at said time and shall thereafter be entitled each year to vacation days and pay not to exceed that amount. Such employee(s) shall accumulate no further vacation days. Pay for such frozen days shall be at the then current rates. All other employees shall accumulate vacation in accordance with Section 1 of this Article with its maximum accumulation of twenty-five days.

Section 7. Vacation Eligibility/ Pro-Rated: To be eligible for the full vacation pay as stated in Section 1 of this Article, an employee must have worked seventy (70) percent of the hours for which he is normally scheduled. In the event an employee works less than seventy (70) percent of such hours he will receive vacation with pay reduced on percentage basis as the hours which he actually worked bears to 2,080. "Worked" shall mean all hours for which the employee receives regular pay and shall include time up to one (1) year during which the employee is disabled by a work-related disability and is then receiving workers' compensation disability payments.

ARTICLE XII - SICK LEAVE

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

Section 2. Accumulation: Permanent full-time seniority 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.

Section 3. Qualifications: 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 such 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 attesting to his work disability, upon return to duty as 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. Use Eligibility: 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 accumulated sick leave credits in the following situation:

- (a) When an employee's absence from work is due to a disability 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 the capacity of a private contractor.

- (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)

with twenty (20) days or more in sick bank can convert up to five such days each year to paid vacation, with time off subject to Article XI - Vacations. Extra week applies only to employees entitled to four (4) weeks' vacation. Days used for vacation not disqualifying for sixty (60) percent pay out under Article XII, Section 6.

ARTICLE XIII - 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. Employees involved in the seven (7) day operation will receive an additional thirty-five cents (\$.35) per hour premium.

ARTICLE XIV - 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 of December of each year, a longevity bonus of thirty-five dollars (\$35.00) for each year of continuous service with the City, provided, however, that no such longevity bonus shall exceed six hundred fifty dollars (\$650.00) in any year. To be eligible for the longevity bonus, an employee must have worked seventy (70) percent of the hours for which he is normally scheduled and also must be an employee of the City as of the first pay period in December.

"Worked" shall mean all hours for which the employee receives regular pay and shall include time up to one (1) year during which the employee is disabled by a work-related disability and is then receiving workers' compensation disability payments.

When an employee retires, he/she shall receive a pro-rated payment based on language in Article XVI, Section 17.

ARTICLE XV - INSURANCE

Section 1(a). Employees Medical: The City shall provide full family coverage **FOR EMPLOYEES HIRED PRIOR TO OCTOBER 1, 1987** through Michigan Blue Cross/Blue Shield Hospital Medical Blue Preferred Insurance Plan, MVF-2, with semi-private room accommodations, Master Medical and Prescription Drug Program with a three dollar (\$3.00) co-pay or equivalent insurance from another carrier. The City shall pay all premium costs for such coverage. The City shall also provide said coverage under the traditional plan for disability retirees under Chapter XIV of the City Charter.

The City shall provide full family coverage **FOR EMPLOYEES HIRED AFTER OCTOBER 1, 1987** through Michigan Blue Cross/Blue Shield Hospital Medical Blue Preferred Insurance Plan, MVF-1, with semi-private room accommodations, Master Medical and Prescription Drug Program with a three dollar (\$3.00) co-pay or equivalent insurance from another carrier. When an employee reaches his/her fifth (5th) anniversary date he/she will be provided full family coverage through Michigan Blue Cross/Blue Shield Hospital Medical Preferred Insurance Plan, MVF-2, with semi-private room accommodations, Master Medical and Prescription Drug Program with a three dollar (\$3.00) co-pay or equivalent insurance from

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

Benefit Limit: \$1,000 yearly maximum.

Section 4. Optical: The City will provide Plan B optical care through Co-Op Optical.

Section 5. Coverage Commencement/Termination: Group insurance under Sections 1, 2, 3 and 4 of this Article and under Article XI, Section 7 shall commence on the first (1st) day of the calendar month following ninety (90) calendar days from date of hire and shall be in effect only for months during which the employee is actively at work (except disability retirees receiving BC/BS benefits and other retirees receiving term life benefits).

ARTICLE XVI - GENERAL

Section 1. Posting of Disciplinary/Discharge Causes: The provisions with respect to causes for disciplinary action and/or discharge shall be posted on employee bulletin boards.

The Union retains the right to grieve over the reasonableness of such provisions and application of same.

Section 2. Bulletin Board: 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.

Section 3. Management Rights: Nothing contained in this Agreement, shall be construed to in any way restrict or limit management, supervisory employees and other non-unit persons 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, except that same may not result in layoff of bargaining unit employees.

Section 4. Subcontracting: 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 a reasonable economic basis.

This paragraph shall not apply to the present or past practices of subcontracting. Prior to any subcontracting of work, normally performed by bargaining unit employees, or work clearly within the capacity of bargaining unit employees, the City shall provide adequate advance notice to the Union and enter into good faith negotiations in order to examine the feasibility of retaining the work in the bargaining unit. Subcontracting shall not cause the layoff of any bargaining unit employees.

Section 5. Employee Use in Emergencies: 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. Residency: All employees hired after the execution of this Agreement and all present employees who do not live within a fifteen (15) mile radius from Henry Ruff and Ford Road, must within six (6) months after completion of their probationary period, or the execution

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

cancels and supersedes any other agreements and understandings except those reduced to writing heretofore existing.

Section 11. Negotiating Committee: Members of the negotiating committee, and all elected officials of the local Union and Chapter, shall, during their term of office, at the point where they would be subject to layoff, be retained at work regardless of their seniority provided they are able to perform any remaining work efficiently. The Union agrees that, in the event of litigation against the City, its agents or employees, arising out of this provision, it will co-defend and indemnify and hold harmless the City, its agents or employees, from any monetary award arising out of such litigation.

Section 12. Flu Shots: The City shall pay for flu shots for employees.

Section 13. Tuition Reimbursements: Better trained and educated personnel enable the City to maintain service standards at the highest levels. Accordingly, full-time employees with one (1) year seniority may obtain a tuition aid form from the City. Applications for such aid shall be judged on an individual basis and must be approved by the City prior to the employee entering upon the proposed course of study. Approval is based on the extent to which the desired course of study will improve career-related skills and knowledge and the City's ability to pay. Tuition reimbursement(s) are in percentage amounts up to one hundred percent (100%) of actual tuition costs and are paid after proof of satisfactory completion of the approved course. Approval(s) of specific courses, once granted, shall not be withdrawn.

Section 14. Meter I Transportation Allowance: Effective first full pay period after date of ratification of this labor Agreement by the parties, Meter I will receive a transportation allowance of ten dollars (\$10.00) per week in addition to the rates specified in Appendix A.

Section 15. Uniforms: All full-time operations and maintenance unit employees shall be supplied with eleven (11) changes of uniform pants and shirts. The City shall provide a cleaning service for the uniforms. Operations and maintenance unit employees will also be supplied with two (2) winter coats, one (1) coverall and one (1) bib coverall during the duration of the contract; the first of which will be provided as soon as reasonably possible after ratification by both parties. These uniforms and coats (when appropriate) must be worn at all times while on duty.

Section 16. Work Release Program: The Work Release Program is recognized as beneficial to the rehabilitation of and restitution by persons designed by the courts. Unit employees shall have no responsibility for supervision or direction of such persons. Tasks performed would be a variety of community clean-up tasks or other specific tasks, which would not take work away from the AFSCME Unit employees. This program shall not result in the replacement of any AFSCME member.

Section 17. Retirees Vacation/Longevity Proration: It is agreed that those employees who retire under the terms and conditions of the Garden City Retirement System shall be entitled to be paid for any accumulated vacation days and accrued longevity payments on a pro-rata basis for any such accumulations they have at their retirement.

Section 18. Workers' Compensation: the provisions of the Michigan Workers' Disability and Compensation Act will cover Employees.

In the event an employee is receiving workers' disability compensation benefits, such

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

amount shall be computed on the basis of the mortality table and interest rate, as published monthly by the Pension Benefit Guaranty Corporation for use in converting a series of monthly annuity payments into a lump sum value, in effect at date of retirement.

Section 2. Pop-Up: Any member who retires on or after October 1, 1987, under the Retirement Plan, if a designated beneficiary predeceases the retired member, the reduced pension will "pop-up" to the amount it would have been if a 100 percent or 50 percent Joint and Survivor Option had not been elected. The cost of the "pop-up" will be covered by an adjustment to the option election factors so that a retiring member(s) who chooses Joint and 100 Percent Survivor or Joint and 50 percent Survivor will bear the cost and such option shall be at no cost to the City or the Retirement System.

Section 3. Average Final Compensation: Effective January 1, 1994, provision shall be made that average final compensation, shall be the average of the highest final average earnings as defined in Article XVIII, Section 4 paid a member (employee) by the City during a period of three (3) years of credited service contained within his ten (10) years of credited service rendered immediately preceding his retirement. If a member (employee) has less than three (3) years of credited service his average final compensation shall be the average of total final average earnings paid by the City. In no case shall any member's (employee's) average final compensation include compensation for overtime.

Section 4. Final Average Earnings: The following shall be included in the final average earnings:

- 1.) Annual Regular Compensation - The employee's annual base salary for regular hours worked per year (based on 2080 hours). Any paid leave time taken to make up the 2080 hours would be included. (For example: sick leave, vacation days, personal days, etc.).
- 2.) Longevity - The amount of the employee's annual longevity bonus paid according to Article XIV, Section 1.

Section 5. Purchase of Military Time: Employees may purchase military time for the purpose of service time for retirement with the following conditions:

- 1.) Three years is the maximum service that can be purchased.
- 2.)
 - A.) Current employee(s) must give intent of purchase within one (1) year of signing the current executed agreement and complete payment within five (5) years.
 - B.) New employee(s) must give intent of purchase within one (1) year of employment and complete payment within five (5) years.
- 3.) Employee(s) must pay their five percent (5%) portion and the City's normal cost (i.e. 6-30-89 percentage = 11.23%) based on the last actuarial report available at the time the employee(s) intent to purchase is given using his current base salary for each year purchased.

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.

ARTICLE XX - DURATION OF AGREEMENT

Section 1: THIS AGREEMENT shall become effective as of the first day of January, 1998 and shall remain in full force and effect until 12:01 a.m. the 31st day of December, 2001 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 of any subsequent automatic renewal period.

Section 2: The Union upon appropriate written notice of sixty (60) calendar days prior to December 31, 2001 shall have the right to reopen this Agreement regarding items of a direct economic nature; and failing agreement by the parties, the Union shall have recourse to permissible economic action.

LOCAL NO. 290 affiliated with MICH. COUNCIL NO. 25, and the INTERNATIONAL UNION OF THE AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES, AFL-CIO: FOR CITY OF GARDEN CITY:

JAMES L. BARKER, Mayor

ALLYSON BETTIS, City Clerk-Treasurer

Dated: _____

Dated: _____

AFSCME Ratification: 2/22/99
City Council Ratification: 2/15/99
Salary Ordinance Adoption: 3/15/99
Salary Ordinance Published: 3/21/99

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, 1998
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	\$10.85	\$11.48	\$12.17	\$12.91	\$13.66	\$14.50
Laborer	\$ 8.29	\$ 8.93	\$ 9.61	\$10.34	\$11.10	\$11.93
Acct Clerk II/Clerk-Typist II	\$10.09	\$10.70	\$11.37	\$12.03	\$12.73	\$13.51
Acct Clerk I/Clerk-Typist I	\$ 9.33	\$ 9.87	\$10.46	\$11.09	\$11.77	\$12.49

CLERICAL EMPLOYEES – EFFECTIVE JANUARY 1, 1999
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	\$14.61	\$15.03	\$15.61	\$16.22
Purchasing Technician Office Manager I Senior Account Clerk	\$14.46	\$14.74	\$15.24	\$15.82
Acct Clerk IV/Clerk-Typist IV Minutes Clerk/Secretary I	\$14.34	\$14.62	\$14.98	\$15.39
Clerk-Typist III Account Clerk III	\$14.18	\$14.30	\$14.55	\$14.71
Account Clerk II Clerk-Typist II	\$13.23	\$13.49	\$13.79	\$14.05

OPERATION/MAINTENANCE EMPLOYEES – EFFECTIVE JANUARY 1, 1999
EMPLOYEES HIRES PRIOR TO OCTOBER 1, 1987

	<u>AFTER START</u>	<u>AFTER PROBATION</u>	<u>AFTER 1 YEAR</u>
Crew Leader	\$12.84	\$13.65	\$17.85
Carpenter/Mechanic	\$12.76	\$13.58	\$17.02
Surveyor/Meter II Equipment Operator III	\$12.54	\$13.30	\$16.74
Light Mechanic	\$12.32	\$13.12	\$16.55
Meter I	\$11.94	\$12.73	\$16.10
Equipment Operator II	\$11.89	\$12.66	\$15.98

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, 2000
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	\$11.75	\$12.42	\$13.17	\$13.97	\$14.78	\$15.69
Laborer	\$ 8.98	\$ 9.67	\$10.40	\$11.19	\$12.02	\$12.91
Account Clerk II Clerk-Typist II	\$10.92	\$11.58	\$12.31	\$13.02	\$13.77	\$14.62
Account Clerk I Clerk-Typist I	\$10.10	\$10.68	\$11.32	\$12.01	\$12.73	\$13.51

CLERICAL EMPLOYEES - EFFECTIVE JANUARY 1, 2001
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	\$15.81	\$16.27	\$16.89	\$17.55
Purchasing Technician Office Manager I Senior Account Clerk	\$15.65	\$15.95	\$16.49	\$17.12
Acct Clerk IV/Clerk-Typist IV Minutes Clerk/Secretary I	\$15.52	\$15.82	\$16.21	\$16.65
Clerk-Typist III Account Clerk III	\$15.34	\$15.48	\$15.75	\$15.92
Account Clerk II Clerk-Typist II	\$14.31	\$14.60	\$14.93	\$15.21

OPERATION/MAINTENANCE EMPLOYEES - EFFECTIVE JANUARY 1, 2001
EMPLOYEES HIRES PRIOR TO OCTOBER 1, 1987

	<u>AFTER START</u>	<u>AFTER PROBATION</u>	<u>AFTER 1 YEAR</u>
Crew Leader	\$13.90	\$14.77	\$19.32
Carpenter/Mechanic	\$13.80	\$14.70	\$18.41
Surveyor/Meter II Equipment Operator III	\$13.58	\$14.40	\$18.11
Light Mechanic	\$13.34	\$14.20	\$17.91
Meter I	\$12.92	\$13.77	\$17.42
Equipment Operator II	\$12.87	\$13.70	\$17.29

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:

APPENDIX A – NOTES - Continued

f.)-continued

- S-4 - \$.05 per hour additional compensation
- S-3 - \$.05 per hour additional compensation
- S-2 - \$.05 per hour additional compensation
- S-1 - \$.35 per hour additional compensation

The total the City will pay for the attainment of all certifications will be \$.50 per hour to the base rate.

g.) The State of Michigan shall add the following to the hourly rate of Mechanic for the appropriate Mechanic Certifications:

Master Automobile Mechanic - \$.25 per hour additional compensation.

Master Heavy Duty Truck Mechanic-\$.25 per hour additional compensation.

The Master Automobile Mechanic and Master Heavy Duty Truck Mechanic are presently described in Regulations of the Bureau of Automobile Regulations of the State of Michigan.

The total the City will pay for attainment of both certifications will be \$.50 per hour to the base rate of Mechanic and Light Mechanic.

STAND-BY ROTATION:

1. Crew Leaders are expected to rotate stand-by except as indicated below:

- a.) A stand-by list will be created consisting of a minimum of six (6) and a maximum of twelve (12) employees in the classification of Equipment Operator III or above with at least nine (9) years of seniority.
- b.) The employees will be selected by mutual agreement of the City and the Union from among those eligible employees who volunteer in writing.
- c.) If this process obtains less than six (6) qualified volunteers, a crew leader(s) will be assigned to make up the minimum on the basis of inverse seniority.
- d.) The selection process will take place every six (6) months for the following periods:

October 1 – March 31
April 1 – September 30

2. All employees on the stand-by rotation list will receive an additional twenty (\$0.20) cents per hour for being on the list.

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.

CITY OF GARDEN CITY
WORK RULES FOR AFSCME UNIT

CORRECTIVE ACTION POLICY:

The City has established a progressive Corrective Action Policy. To assure fair treatment of employees, corrective action is documented according to established guidelines. The steps of the Corrective Action Policy ranges from verbal counseling to discharge depending on the severity of the offense. It is not the purpose of these rules and regulations to restrict the rights of any employee but rather to define and protect the rights of all employees, to insure cooperation between employees, and between employees and supervision and to encourage standards of conduct and performance which will reflect favorably upon the reputation of the City of Garden City. The intent of this policy is to treat all employees equally and not discriminate against any one individually.

Depending on the severity of the infraction of these rules, the employee's work record and extenuating circumstances, the City reserves the right to repeat a level of discipline.

The City reserves the right to substitute a Written Correction Notice in the place of a disciplinary lay off (DLO).

Violations within each group of rules shall be cumulative so that a violation of any rule within a group shall take the offending employee to the next level of discipline.

The City reserves the right to propose and implement other rules and regulations after negotiations with the Union in any or all groups.

WORK RULE INFRACTIONS:

The following work rule infractions will result in corrective action:

GROUP I 1st Offense
WR up to D

1. Possession of live or illegal weapons on City premises or work sites.
2. Theft (or attempted theft) of property belonging to visitors, employees or the City.
3. Deliberate destruction or abuse of City property.
4. Committing illegal or immoral acts on City property.
6. Unauthorized possession and/or use of narcotics or controlled substances on City property or work sites.

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
and
CITY OF GARDEN CITY

The parties agree to the following:

The City agrees to meet to discuss the current "Inspector" position, including title change to "Senior Quality Assurance Personnel" and job description and wages.

For AFSCME:

For the City of Garden City:

James L. Barker, Mayor

Allyson Bettis, City Clerk-Treasurer

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

Margaret Czerwinski

