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9/30/99

# **AGREEMENT**

**Between**

**City of Garden City**

**and**

**Garden City  
Supervisory and Professional Personnel Association  
(GCSPPA)**

*Garden City*

**Effective**

**October 1, 1996 - September 30, 1999**

I N D E X

	<u>Page</u>
<b>ARTICLE I - RECOGNITION</b> . . . . .	1
<b>ARTICLE II - MANAGEMENT RIGHTS.</b> . . . .	2
<b>ARTICLE III - GRIEVANCE/DISCIPLINE/TERMINATION PROCEDURES</b>	
Discipline/Termination Procedures . . . . .	2
Grievance Procedure . . . . .	2
<b>ARTICLE IV - LEAVES OF ABSENCE</b>	
Personal Leave . . . . .	3
Disability Leave. . . . .	3
Paid Funeral Leave. . . . .	3
Paid Personal Business Leave Days . . . . .	4
<b>ARTICLE V - WAGES/FRINGE BENEFITS</b>	
Pay Grades and Job Titles . . . . .	4
Pay Grades and Rate Ranges. . . . .	5
Assignment to Job Title & Pay Grade . . . . .	5
Salary Adjustment . . . . .	6
Performance Compensation. . . . .	6
Compensatory time . . . . .	7
Vacation. . . . .	7
Frozen Vacation . . . . .	8
Sick Leave Accumulation . . . . .	9
Disability Insurance. . . . .	9
Longevity . . . . .	10
Hospitalization/Medical Insurance . . . . .	10
Term Life Insurance . . . . .	11
Dental & Optical. . . . .	11
When Group Insurance Benefits Start/Stop/Federal or State Program . . . . .	12
Tuition Reimbursement . . . . .	12
Transportation Mileage. . . . .	12
<b>ARTICLE VI - GENERAL</b>	
Waiver of Bargaining. . . . .	12
Agreement . . . . .	13
Act 78. . . . .	13
Probationary Period . . . . .	13

	<u>Page</u>
<b>ARTICLE VI - GENERAL-continued</b>	
Residency . . . . .	14
Drug Testing. . . . .	14
Corrective Action Policy. . . . .	14
<b>ARTICLE VII - RETIREMENT</b>	
Average Final Compensation. . . . .	14
Pop-Up. . . . .	14
Annuity Withdrawal. . . . .	15
Average Final Compensation (Defined). . . . .	15
Purchase of Military Time . . . . .	15
Purchase of CETA Time . . . . .	16
Duty Disability Retirement. . . . .	16
Defined Benefit and Defined Contribution Retirement System . . . . .	16
Final Average Earnings Multiplying Factor . . . . .	16
Annual Pension Adjustment . . . . .	17
<b>ARTICLE VIII - DURATION OF AGREEMENT.</b> . . . . .	17
<b>APPENDIX A - Pay Grade/Salaries</b> . . . . .	18

## **AGREEMENT**

**THIS AGREEMENT** entered into this \_\_\_ day of \_\_\_\_\_, 19 \_\_\_ by and between the City of Garden City, a Michigan Municipal Corporation (hereinafter referred to as EMPLOYER) and the Garden City Supervisory and Professional Personnel Association (hereinafter referred to as the ASSOCIATION).

### **PURPOSE AND INTENT**

The Employer and the Association agree that the provisions of the Agreement shall apply to all Department Directors, Supervisory, Professional and Administrative Employees, other than those covered by any other collective bargaining unit, city manager, library director, part-time, seasonal employees, interns and special project people.

The general purpose of this Agreement is to set forth the terms and conditions of employment of the members of the Association to promote orderly and cooperative relations for the mutual interest of the Employer and the Association.

### **ARTICLE I - RECOGNITION**

1.1 **RECOGNITION**: Pursuant to and in accordance with the applicable provisions of Act 379 of the Public Acts of 1965, the Employer recognizes the Association as the sole and exclusive agent for all persons serving as a Department Director, Supervisory, Professional and/or Administrative capacity. All persons serving as a Department Director, Supervisory, Professional and/or Administrative capacity shall be eligible for membership excluding Police Analyst, Assistant to the City Manager and Executive Secretary. The Director of Community Development and Director of Human Resources positions shall be excluded if the positions are filled by a non-City employee or at-will employee.

1.2 **GENDER CLAUSE**: In this Agreement, words in the masculine gender shall include masculine or feminine gender and vice versa.

1.3 All members of the Association may execute payroll deduction authorization cards therefore, 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 Treasurer of the Association within fifteen (15) calendar days thereafter.

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

## **ARTICLE II - MANAGEMENT RIGHTS**

II.1 **MANAGEMENT RIGHTS:** The Association 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 general administration of the City and all the administrative functions of the various city department and the professional/supervisory/administrative employees therein are vested solely and exclusively in the Employer.

## **ARTICLE III - GRIEVANCE/DISCIPLINE/TERMINATION PROCEDURES**

III.1 **DISCIPLINE/TERMINATION PROCEDURES:** All disciplinary actions and termination of employment concerning members of the Association shall be conducted in conformity with the Garden City Personnel Policy contained in Section 39.17 of the Chapter 39, Title II of the City Code in effect at the date of adoption of this agreement.

III.2 **GRIEVANCE PROCEDURE:** The purpose of this grievance procedure is to provide a method for complaints to be voiced in an orderly manner so that such problems can be resolved. Members of the Association have the right to utilize the grievance procedure on any matter regarding an alleged violation of this Agreement or other rules and regulations governing conditions of employment. This procedure shall consist of the following steps to be taken in the following order:

- A.) **Step One:** Supervisor - An Association member or group of members who have a grievance must submit the complaint orally to the lowest level of supervision having jurisdiction within five (5) working days after the occurrence of the event. If the grievance is not satisfactorily settled in this manner within five (5) working days, the grievance may be taken to the next level of supervision.
- B.) **Step Two:** Department Head - If the grievance is not satisfactorily settled at Step One it must be submitted in writing to the department head within five (5) working days of the supervisor's reply. The department head must reply in writing within ten (10) days. If the grievance is not satisfactorily settled at this level, the grievance may be taken to Step Three.

- C.) Step Three: City Manager - The written grievance shall be forwarded to the City Manager with the written reply from the department head within five (5) working days following the department head's reply. The City Manager must reply in writing within ten (10) days. If the grievance is not satisfactorily settled at this level, the grievance may be taken to Step Four.
- D.) Step Four: Disinterested Third Party - Upon presentation of a written request for Step Four grievance resolution, within 14 calendar days of the Step 3 answer the City Manager shall meet with the Association President or his/her designee and seek MERC intervention for appointment of a mediator.
- E.) Step Five: The opinion of the MERC mediator shall be non-binding and shall be considered an advisory opinion only.

#### **ARTICLE IV - LEAVES OF ABSENCE**

IV.1 **PERSONAL LEAVE:** The City Manager may grant a leave of absence for personal reasons not to exceed six (6) months without pay and without loss of seniority to an employee who has completed his probationary period, provided, in the judgment of the City Manager, such employee can be spared from work.

IV.2 **DISABILITY LEAVE:** An employee who, because of illness or accident other than illness or accident compensable under the Michigan Workers Compensation law, is physically unable to report for work shall be given a leave of absence not to exceed one (1) year provided he promptly notified Employer of the necessity therefore and further that he supplies the Employer with a certificate 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. If at the conclusion of said one (1) year period the employee is still medically incapable of performing his duties he shall be given an additional leave of not to exceed one (1) year provided he provides medical certification for the necessity of such extension.

IV.3 **PAID FUNERAL 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 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 purposes of this Section, immediate family shall be defined as an employee's current spouse, children, parents or step-parent, but

not both, brother, sister or parents-in-law. The leave days shall end not later than the calendar day following the day of the funeral.

- a.) 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.) Employees shall be allowed one (1) day leave to attend the funeral of an aunt or uncle.

IV.4 **PAID 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 with pay and will receive same on their anniversary date.

#### **ARTICLE V - WAGES/FRINGE BENEFITS**

V.1 **PAY GRADES AND JOB TITLES:** Pay grades and job titles are as follows:

##### **Pay Grade    Job Title**

- A. Building Inspector
- B. Youth Assistance Coordinator
- I. Personnel Assistant  
Executive Secretary
- II. Senior Adult Program Supervisor
- III. Personnel Director
- IV. Community Center Supervisor  
Assistant Community Development Director
- V. Automotive Operations Supervisor  
Buildings and Grounds Supervisor  
Building Official  
Deputy Treasurer  
Streets/Water/Sewer Supervisor  
Recreation Supervisor
- VI. Deputy DPS Director
- VII. None
- VIII. Director of Parks & Recreation  
Director of Community Development
- IX. City Clerk-Treasurer  
Director of Public Services
- X. None
- XI. Fire Chief  
Police Chief

V.2 **PAY GRADES AND RATE RANGES:** For the term of this Agreement, the salary schedule by pay grade and rate range shall be as follows (subject to revision January 1, 1999 as indicated below):

<b><u>PAY GRADE</u></b>	<b><u>RATE RANGE</u></b>
A.	\$19,875 - \$26,295
B.	\$25,090 - \$33,194
I.	\$29,743 - \$39,350
II.	\$31,528 - \$41,712
III.	\$33,420 - \$44,215
IV.	\$35,425 - \$46,868
V.	\$37,551 - \$49,680
VI.	\$39,804 - \$52,780
VII.	\$42,192 - \$55,820
VIII.	\$44,724 - \$59,170
IX.	\$47,407 - \$62,719
X.	\$50,251 - \$66,482
XI.	\$53,266 - \$70,471

**RATE RANGE REVISION JANUARY 1, 1999:** Effective January 1, 1999 the rate range schedule will be adjusted by the composite average change as reflected in a survey to be completed during December, 1998. The communities surveyed will include the following eleven communities:

- |                 |               |
|-----------------|---------------|
| 1. Allen Park   | 7. Southgate  |
| 2. Eastpointe   | 8. Trenton    |
| 3. Ferndale     | 9. Wayne      |
| 4. Inkster      | 10. Wyandotte |
| 5. Lincoln Park | 11. Ypsilanti |
| 6. Oak Park     |               |

A survey will be performed by one member of the GCSPPA and one member from the City Manager's Executive Employees. The survey will be conducted at a time as close to January 1, 1999 as practical. The salary survey will reflect the maximum annual base salary for individuals in the surveyed positions as of 12/01/98. The positions to be included in the survey will include all existing positions of the GCSPPA unit.

V.3 **ASSIGNMENT TO JOB TITLE AND PAY GRADE:** Effective on ratification of this Agreement, employees in the GCSPPA unit shall occupy the Pay Grade and possess the Job Title then held.



V.4 **SALARY ADJUSTMENT:** All employees in the GCSPPA unit shall within the Rate Range limits of the applicable Pay Grades receive a pay increase of 3% on July 1, 1997, 3% on July 1, 1998, and 3% on July 1, 1999.

In the event a pay increase required hereunder shall result in an amount in excess of the Rate Range for the applicable Pay Grade, such excess amount shall be paid in the form of a one-time lump sum bonus.

V.5 **PERFORMANCE COMPENSATION:** On or prior to the period from July 1 to July 31 of 1998 and 1999 of the Agreement, the City Manager (C.M.) shall complete an Administrative Performance Appraisal Form (APAF) which shall evaluate 16 General Factors each with a possible point value of 10 to 0. The City Manager and each employee shall establish objectives and targets for obtainment in such year and this shall be completed in the year prior to the appraisal period.

Employees in the GCSPPA unit who shall achieve a point total of 112 on the APAF shall receive effective August 1 of each year and within the Rate Range limits of the application Pay Grade a pay increase of 1% and but less than 2% at the discretion of the C.M.

Employees in the GCSPPA unit who shall achieve a point total of 128 on the APAF shall receive effective August 1 of each year and within the Rate Range limits of the application Pay Grade a pay increase of between 2% - 3% at the discretion of the C.M.

Employees in the GCSPPA unit who shall achieve a point total of 144 on the APAF shall receive effective August 1 of each year and within the Rate Range limits of the applicable Pay Grade a pay increase of 4% or higher at the discretion of the C.M.

In the event there is no City Manager during an evaluation period, the Director of Human Resources or Personnel Director and the Interim or Acting City Manager shall perform such appraisal.

In the event a performance compensation adjustment shall result in an amount in excess of the Rate range for the applicable Pay Grade, such excess amount shall be paid in the form of a one-time lump sum bonus.

An appeal procedure shall be established under which a member of the GCSPPA unit may appeal the grading result of the APAF. Such appellate person(s) or body shall have no authority to substitute a different grading result than that assigned by the C.M. Such appellate person(s) or body may order a reevaluation by the C.M. of the General Factors of the APAF but such reevaluation can only be ordered if it is found that the C.M.'s original assignment

of point value was clearly erroneous and without a reasonable basis. A reevaluation by the C.M. shall be final and no appeal from such reevaluation is permitted.

V.6 **COMPENSATORY TIME:** In order to successfully carry out their job responsibilities, Association members understand they will be required to work hours above the normal work week. Compensatory time is defined as a job responsibility which requires an employee to work beyond the normal work day or on Saturday, Sunday or Holidays.

In recognition of these efforts, each Association member shall be given five (5) paid days off annually to be accrued on their anniversary date. These five (5) paid days cannot be carried forward from year to year. Requests shall be made in writing at least three (3) days in advance of the requested time off and may be granted by the City Manager, not to be unreasonably turned down. Time may be used in conjunction with other leave time for vacation purposes.

V.7 **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.

**Employees Hired PRIOR TO July 1, 1988** will receive on July 1 of each year two (2) floating holidays which must be taken before the next July 1 with approval from his/her supervisor.

**Employees Hired AFTER July 1, 1988** will receive two (2) floating holidays after completion of four (4) years of employment on July 1 of each year. If an employee reaches his/her fourth (4th) anniversary date of employment July 1 or in the prior calendar year they will receive credit for two (2) floating holidays. Employees who have reached their fourth (4th) anniversary at the time this Agreement is signed shall receive credit for two (2) floating holidays beginning July 1, 1998, and each July 1 thereafter.

V.8 **VACATION:** Employees who have completed one (1) or more years of continuous service for the City of Garden 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 five (5) years of continuous service since his last hiring date shall receive ten (10) days of vacation with pay.

b.) 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.

c.) An employee who, as of the anniversary date of his employment, has completed ten (10) years of continuous service with the City since his last hiring date shall receive twenty (20) days of vacation with pay.

d.) An employee who, as of the anniversary date of his employment, has completed fifteen (15) years of continuous service with the City since his last hiring date shall receive twenty-five (25) days of vacation with pay.

To be eligible for the full vacation pay listed above, the employee must have worked seventy percent (70%) of the hours normally scheduled. If less than seventy percent (70%) vacation pay will be reduced on a percentage basis as the time worked bears to 250 days.

If an employee, who is otherwise eligible for vacation with pay quits, 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 with one (1) year seniority or more leaves city employment prior to the anniversary date upon which he would be qualified for a vacation with pay, he will be entitled to vacation pay on a pro-rata basis, figured on the number of hours such employee actually worked as compared with full time employment during the vacation anniversary year.

If an employee leaves city employment with less than one (1) year seniority 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.

On the employee's anniversary date fifteen (15) days of unused vacation time may be annually turned back to the City for the equivalent in dollar compensation (based upon hourly rate of pay) or, a total of fifteen (15) days of vacation may be carried over into the employee's next annual vacation accumulation.

V.9 **FROZEN VACATION:** Employees who, at the effective date of this Agreement, have qualified for more vacation with pay than the maximum twenty-five (25) days allowable under the previous Section, entitled Vacation, shall have their vacation days frozen at the number of days they qualified for at said time shall thereafter be entitled each year to vacation days and pay not to

exceed that number. Such employees shall accumulate no further vacation days or pay.

V.10 **SICK LEAVE ACCUMULATION**: In order to accumulate a sick leave day for any given month, the employee must actually work fifteen (15) or more days in said month or be on an excused paid leave (excluding sick and accident benefits).

When an employee's absence from work is due to an illness or injury out of and in the course of his employment with the City and which is compensable under the Michigan Workers Compensation Act, 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 on his job classification had he worked, for a period not to exceed one hundred and four (104) weeks.

If an employee retires, pursuant to the City's Retirement Program, quits or dies, the employee or his estate shall be entitled to be paid fifty percent (50%) of his accumulated unused sick leave credits. If an employee is killed in the line of duty, his estate shall receive one hundred percent (100%) of his accumulated sick bank, regardless of length of service.

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 on one-half day's pay for each such extra day.

If on June 30 of any year an employee(s) has used six (6) or fewer paid sick leave days, 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 percent (60%) of the June 30 value of such days.

V.11 **DISABILITY INSURANCE**: The City agrees to provide for each full time employee, 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 salary for a maximum of fifty-two (52) weeks. The specific details, limitations and 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. 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. Once an employee exhausts his sick days he may use vacation days, personal days, floating holidays or current compensation days. 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.

V.12 **LONGEVITY:** Permanent full-time employees who as of their 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 or before December 1 of each year, a longevity bonus of thirty-five dollars (\$35.00) per year for each year of continuous service; however, not to exceed six hundred fifty dollars (\$650.00).

To the extent that this provision increases entitlement for employees hired after July 1, 1988, such increased benefit shall commence with the period beginning January 1, 1998 and forward.

V.13 **HOSPITALIZATION/MEDICAL INSURANCE:** The City shall provide full family coverage **for employees hired PRIOR to July 1, 1988** through 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 July 1, 1988** 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 fourth (4th) 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, 1991, 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 and MVF-2 and traditional plan through payroll deduction. This selection can be made on an annual basis during our open enrollment period.

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 re-opening date.

**RETIREE HOSPITALIZATION/MEDICAL INSURANCE:** The City shall provide coverage or cause to be provided for employees retiring on or after the effective date of this agreement at age 60 or above or with 25 years of service under the City's retirement system with benefits, and shall furnish full hospitalization and medical coverage to the extent provided herein and to the retiree, retiree's current spouse and eligible dependent child(ren) and pay the cost of Michigan Blue Cross/Blue Shield hospitalization/medical/surgical, MVF-II, 365 day coverage with semi-private room accommodations, master medical \$50/100 deductible-80/20 co-pay, and including a prescription rider with a three dollar (\$3.00) co-pay. There are no optical or dental riders.

If retiree precedes spouse in death, coverage will continue on the spouse as long as they remain unmarried. 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) an eligible and entitled employee and/or spouse under this section shall be covered by the basic Blue Cross/Blue Shield Medicare Complementary Coverage or an equivalent insurance.

Such insurance shall not duplicate any other group hospital/medical/surgical insurance to which the retiree is entitled.

V.14 **TERM LIFE INSURANCE:** The Employer agrees to provide each bargaining unit employee with a twenty thousand dollar (\$20,00.00) term life insurance policy and to provide retired employees who retire hereafter with a five thousand dollar (\$5,000.00) term life insurance policy.

V.15 **DENTAL & OPTICAL INSURANCE:** The City agrees to pay the full cost of providing a dental plan.

- a.) BC/BS of Michigan Group Dental Care Plan or equivalent benefits.
- b.) Coverage to be the same as requirements for BC/BS Hospital/Medical/Surgical benefits.
- c.) Co-pay 75/50/50. Benefit limit \$1,000 yearly maximum.
- d.) Effective July 1, 1991 and each July 1st thereafter, employees shall be reimbursed by the City, up to two hundred dollars (\$200.00) maximum for the combined total of optical expenses for the employee and his/her family, for optical expenses paid by the employee(s) and as shown by a paid receipt(s). Optical expenses cover eye examinations, frames and prescription lenses.

V.16 **WHEN GROUP INSURANCE BENEFITS START/STOP/FEDERAL OR STATE PROGRAM:**

- a.) Benefits under this Article for otherwise eligible new employees will become effective on the first day of the calendar month following ninety (90) calendar days from date of hire.
- b.) Except as otherwise specifically provided, when work times or seniority is interrupted for the following reasons, insurance coverage under this Article shall continue as follows:

**Layoff:** Until the first of the month after ninety (90) calendar days of layoff.

**Discharge, Quit Retirement:** For the balance of the month in which discharge, quit or retirement occurs.

If an employee is disabled for occupational or non-occupational reasons, group term life insurance and Blue Cross/Blue Shield insurance shall continue, at the City's expense for the period of such disability, but not to exceed fifty two (52) weeks.

V.17 **TUITION REIMBURSEMENT:** For permanent full time employees who have completed their probationary period, the City agrees to reimburse any tuition payments which are not payable by any other organization, made by said employee for approved courses. Reimbursement will not be made until the employee has completed the course with a 'C' average or better.

V.18 **TRANSPORTATION MILEAGE:** For employees whose responsibilities cannot be carried out without vehicular transportation, the City shall provide one of three types of transportation:

- (1) Use of City vehicle for business use; or
- (2) Mileage reimbursement for private automobile use at the current IRS maximum mileage allowance; or
- (3) A maximum of \$100 per month car allowance.

The type of transportation benefit awarded shall be at the discretion of the City Manager.

**ARTICLE VI - GENERAL**

VI.1 **WAIVER OF 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 Association, for the life of this Agreement, each voluntarily and unqualifiedly waive the right and each agree that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

VI.2 **AGREEMENT:** No agreement or understanding contrary to this Agreement, nor any alteration, variation or modification of any of the terms or conditions contained herein shall be binding upon the parties hereto unless such agreement, understanding, alteration, variation, waiver or modification is executed in writing between the parties. It is further understood and agreed that this Contract constitutes the sole, only and entire agreement between the parties hereto and cancels and supersedes any other agreement, understanding and arrangements heretofore existing.

VI.3 **ACT 78:** The provisions of Act 78 of the Public Acts of 1935, as amended, shall apply in all matters delineated therein to include but not limited to layoff, recall, promotion, transfer, hiring procedures, discharge, suspension from duty and reduction in pay. The procedures contained in said Act shall be the sole means of redress for any alleged violation of the procedures contained therein. It is likewise understood and agreed that once an employee commences an action pursuant to said Act he shall be bound by said procedure and the ultimate decision reached pursuant thereto and shall have no right to process under the grievance procedure contained in this Agreement.

VI.4 **PROBATIONARY PERIOD:** There will be a probationary period of six (6) months for all promoted or transferred employees. The City Manager shall at his/her discretion be able to extend the probationary period for another six (6) months with cause. This paragraph shall refer only to employees promoted from another bargaining unit in the City or from other full-time employment in the City.

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/her 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 sick time and personal leave. This paragraph shall refer only to persons who are hired from



outside the City directed into a classification covered by this collective bargaining agreement.

VI.5 **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.

VI.6 **DRUG TESTING**: The City has the right to test employees for alcohol/substance abuse for individual cause.

VI.7 **CORRECTIVE ACTION POLICY**: The City Manager has the right to publish or republish a corrective action policy. The City Manager should provide advanced notice of implementation of this policy. The corrective action policy will not supersede any applicable statutes, ordinances, laws, or regulations.

#### **ARTICLE VII - RETIREMENT**

VII.1 **AVERAGE FINAL COMPENSATION**: For employees retiring on and after July 1, 1993, provision shall be made that average final compensation shall be the average of the highest final average earnings as defined in Article VII, Section 4 paid a member 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 has less than three (3) years of credited service his average final compensation shall be the average of total final average compensation paid by the City.

VII.2 **POP-UP**: 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 one hundred percent (100%) or fifty percent (50%) 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 one hundred percent (100%) Survivor Joint and fifty percent (50%) Survivor will bear cost and such option shall be at no cost to the City.

VII.3 **ANNUITY WITHDRAWAL:** Any member on or after July 1, 1984 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 fund 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 date 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 actuarial 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.

VII.4 **AVERAGE FINAL COMPENSATION:** The following shall be included in the average final compensation:

- 1.) 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 V, Section 11.
- 3.) One Time Lump Sum Bonuses received in accordance with Article V, Section 4 & Section 5.
- 4.) During the last year of employment immediately prior to retirement under this Article, an employee can convert to payment but not use up to forty-two (42) days of earned but unused vacation days. Such days, if converted to payment, shall be included as average final compensation. Up to seventeen (17) days of vacation are permitted for carry over on a one-time basis from the second to last year of employment to the last year of employment.

VII.5 **PURCHASE OF MILITARY TIME:** Employees may purchase military time for the purpose of service time for retirement with the following conditions:

- 1.) Three (3) 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.

VII.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.

VII.7 **DUTY DISABILITY RETIREMENT:** A member with one (1) or more years of credited service from date of hire who retires before attainment of his/her voluntary retirement age or twenty-five (25) years of credited service because of a duty or work-related disability, shall receive a disability annuity of two-thirds (2/3) of his/her average final compensation until he/she is eligible for normal retirement. Service credit shall be given for the time he/she receives the disability annuity. Normal retirement shall be based on current wages and salary schedule in the same classification the member held immediately prior to the disability.

VII.8 **DEFINED BENEFIT AND DEFINED CONTRIBUTION RETIREMENT SYSTEM:** The GCSPPA Negotiation Committee and the City agree to discuss the possibility of a request to the Retirement Board to provide for a defined benefit and defined contribution retirement system.

VII.9 **FINAL AVERAGE EARNINGS MULTIPLYING FACTOR:** Employees who meet eligibility requirements for a pension under the Garden City Employees Retiremer System and retire on or after July 1, 1993 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.


VII.10 **ANNUAL PENSION ADJUSTMENT:** For employees retiring on and after July 1, 1993, 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 on the day prior to July 1.

**ARTICLE VIII - DURATION OF AGREEMENT**

**THIS AGREEMENT** shall become effective October 1, 1996 and shall remain in full force and effect through September 30, 1999 and from year to year thereafter unless either party hereto serves written notice upon the other at least sixty (60) calendar days prior to September 30, 1999, or of any subsequent automatic renewal period of its intention to amend, modify, or terminate this contract.

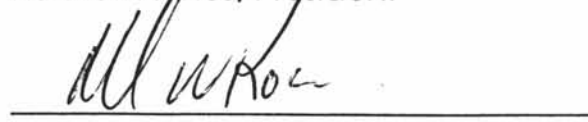
FOR THE CITY OF GARDEN CITY:

FOR THE G.C.S.P.A.:

  
James L. Barker, Mayor

  
Kenneth Hines, President

  
Ronald D. Showalter, City Clerk-Treasurer

  
David Kocsis, Vice-President

Dated: 12/08/97

## APPENDIX A

**PAY GRADES AND JOB TITLES:** Pay grades and job titles are as follows:

<u>Pay Grade</u>	<u>Job Title</u>
A.	Building Inspector
B.	Youth Assistance Coordinator
I.	Personnel Assistant Executive Secretary
II.	Senior Adult Program Supervisor
III.	Personnel Director
IV.	Community Center Supervisor Assistant Community Development Director
V.	Automotive Operations Supervisor Buildings and Grounds Supervisor Building Official Deputy Treasurer Streets/Water/Sewer Supervisor Recreation Supervisor
VI.	Deputy DPS Director
VII.	None
VIII.	Director of Parks & Recreation Director of Community Development
IX.	City Clerk-Treasurer Director of Public Services
X.	None
XI.	Fire Chief Police Chief

<u>PAY GRADE</u>	<u>RATE RANGE</u>
A.	\$19,875 - \$26,295
B.	\$25,090 - \$33,194
I.	\$29,743 - \$39,350
II.	\$31,528 - \$41,712
III.	\$33,420 - \$44,215
IV.	\$35,425 - \$46,868
V.	\$37,551 - \$49,680
VI.	\$39,804 - \$52,780
VII.	\$42,192 - \$55,820
VIII.	\$44,724 - \$59,170
IX.	\$47,407 - \$62,719
X.	\$50,251 - \$66,482
XI.	\$53,266 - \$70,471

\* Note: After notice to and discussion with GCSPPA, the City for reasons of efficiency and/or economy, may combine, change, modify or eliminate any or each of the positions listed above.

**ORDINANCE # A-99-007**

The City Council in accordance with the City Charter establishes the following pay grade and salary range for the period beginning April 01, 1999.

**THE CITY OF GARDEN CITY HEREBY ORDAINS:**

**SALARY ORDINANCE: Garden City Supervisory and Professional Personnel Association (GCSPPA):**


**SECTION 1:**


<u>PAY GRADE/TITLE</u>	<u>RATE RANGE</u>
B. Athletic Coordinator	\$ 25,090 - \$ 33,194

**SECTION 2:**

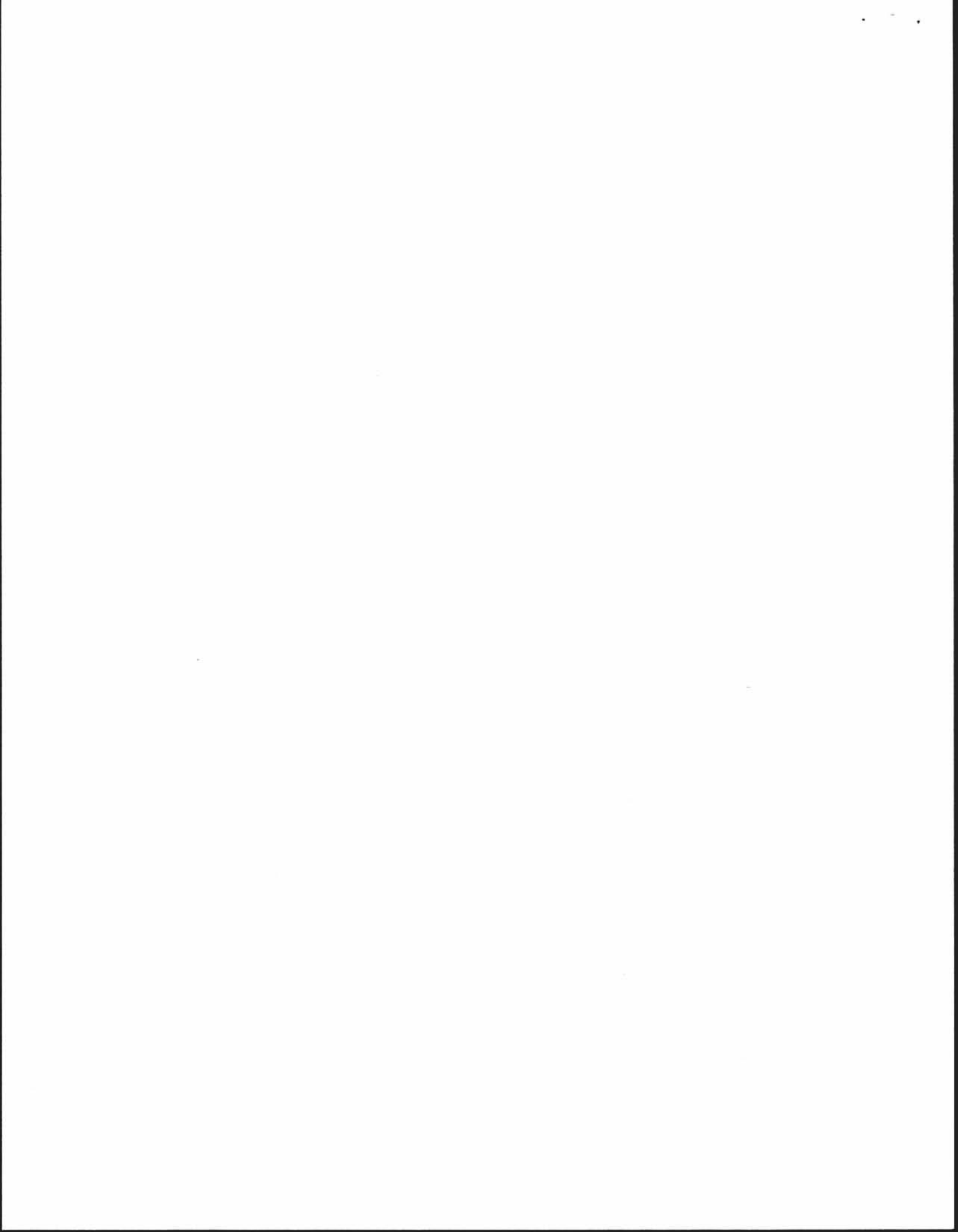
In addition to the above salary established herein, fringe benefits agreed to at the bargaining table, and made part of the contract, are affirmed and established as if set out in full.

This amendatory ordinance is declared to be effective upon publication as required by law.

  
James L. Barker, Mayor

  
Allyson M. Bettis, City Clerk-Treasurer

Adopted: April 19, 1999  
Resolution: 04-99-184  
Public Hearing: April 19, 1999  
Published: April 25, 1999



**LETTER OF UNDERSTANDING**  
**CITY OF GARDEN CITY**  
**AND**  
**GARDEN CITY SUPERVISORY AND**  
**PROFESSIONAL PERSONNEL ASSOCIATION (GCSPPA)**

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The parties hereunder agree to the following:

The position of Building Inspector will be added to the Garden City Supervisory and Professional Personnel Association pay grades and job titles. The Building Inspector position will be classified in Pay Grade III with a current pay range of \$33,420 - \$44,215 per year.

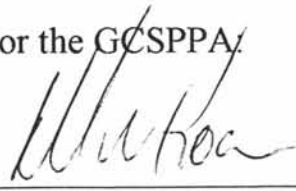

This letter of understanding shall be incorporated into the bargaining agreement, effective July 1, 1998.

For the City of Garden City:

  
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\_\_\_\_\_

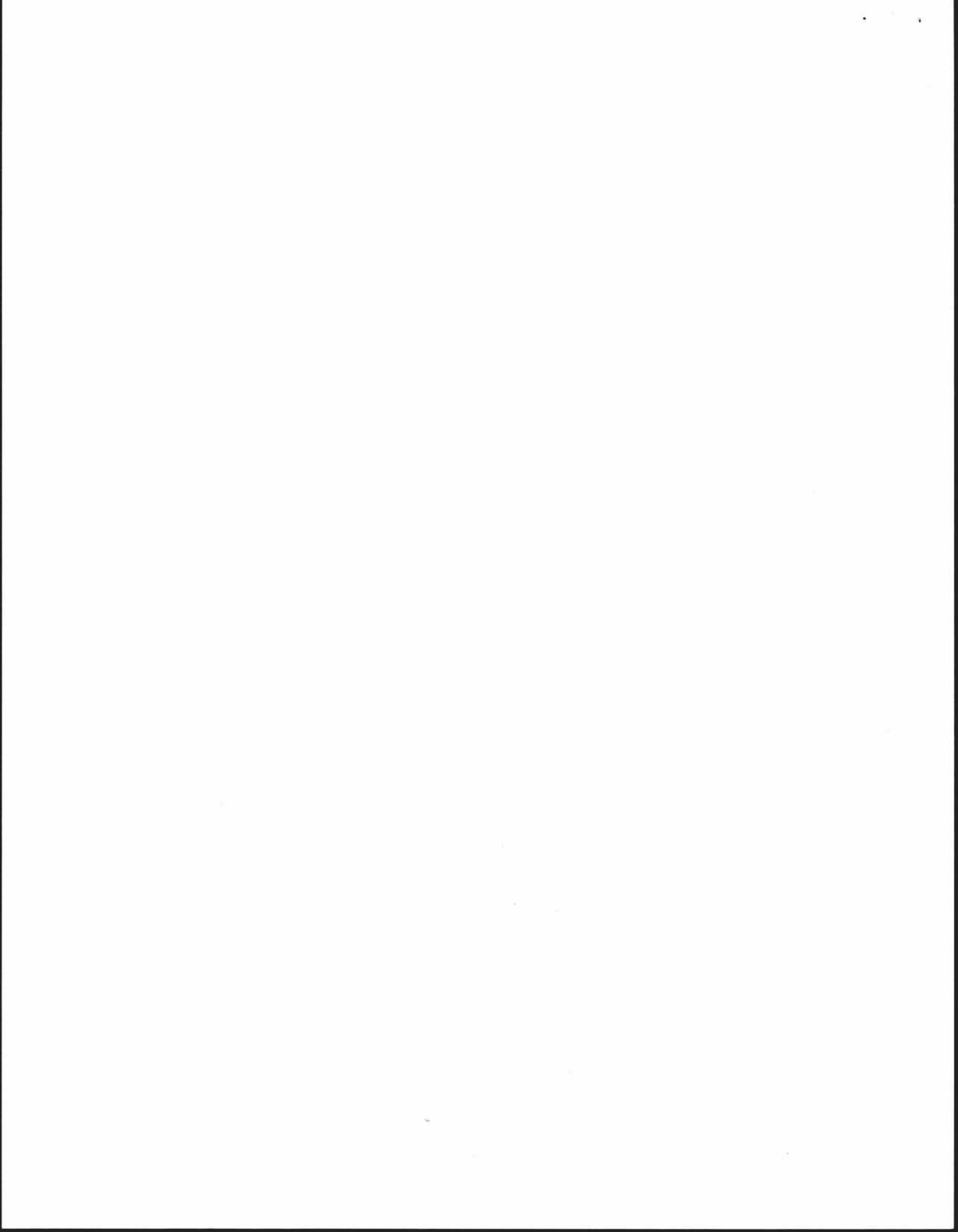
Dated: 7/27/98

For the GCSPPA:

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

Dated: 7/27/98





**ORDINANCE # A-99-007**

The City Council in accordance with the City Charter establishes the following pay grade and salary range for the period beginning April 01, 1999.

**THE CITY OF GARDEN CITY HEREBY ORDAINS:**

**SALARY ORDINANCE:** Garden City Supervisory and Professional Personnel Association (GCSPPA):

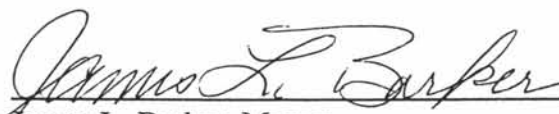
**SECTION 1:**

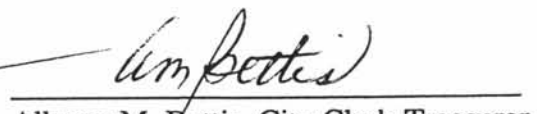
<u>PAY GRADE/TITLE</u>	<u>RATE RANGE</u>
B. Athletic Coordinator	\$ 25,090 - \$ 33,194

**SECTION 2:**

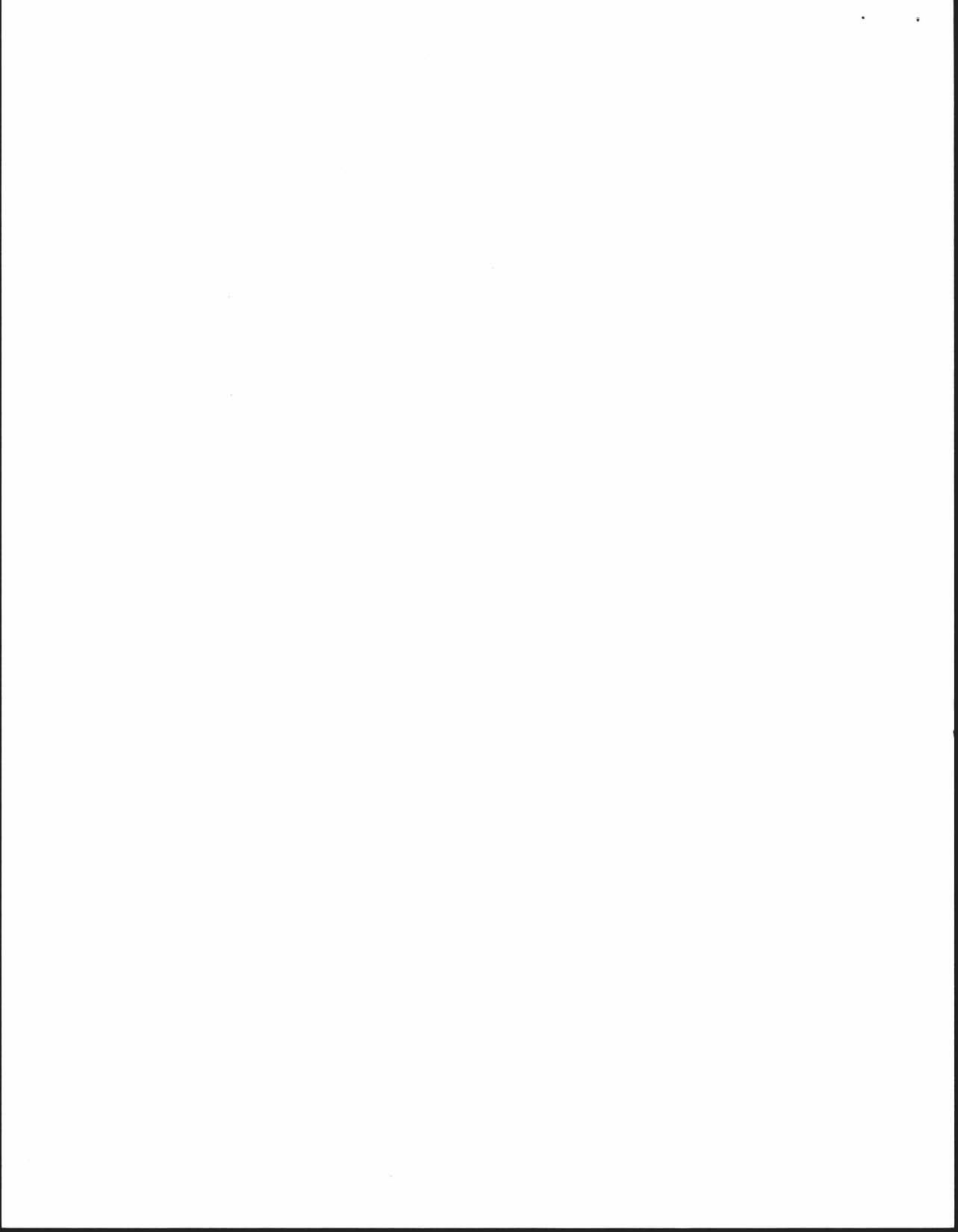
In addition to the above salary established herein, fringe benefits agreed to at the bargaining table, and made part of the contract, are affirmed and established as if set out in full.

This amendatory ordinance is declared to be effective upon publication as required by law.

  
James L. Barker, Mayor

  
Allyson M. Bettis, City Clerk-Treasurer

Adopted: April 19, 1999  
Resolution: 04-99-184  
Public Hearing: April 19, 1999  
Published: April 25, 1999



**LETTER OF UNDERSTANDING**  
**Between**  
**CITY OF GARDEN CITY**  
**And**  
**GARDEN CITY SUPERVISORY**  
**AND**  
**PROFESSIONAL PERSONNEL ASSOCIATION (GCSPPA)**

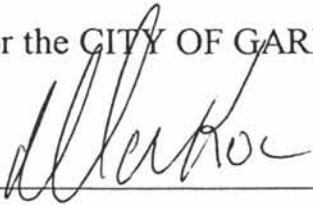
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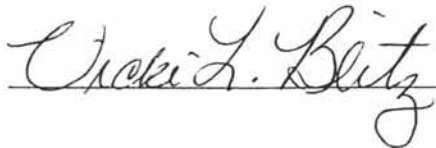
The parties hereunder agree to the following:

The new title of "Planner/Zoning Administrator" will replace the existing title of "Assistant Community Development Director" in the Garden City Supervisory and Professional Personnel Association pay grades and job titles. The Planner/Zoning Administrator position will be classified in Pay Grade IV with a current pay range of \$35,425 - \$46,868.

This letter of understanding shall be made a part and incorporated into the City of Garden City and Garden City Supervisory and Professional Personnel Association (GCSPPA) labor agreement effective July 1, 1999.

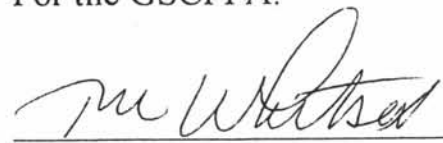
For the CITY OF GARDEN CITY:

  
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Date: 10/18/99

For the GSCPPA:

  
\_\_\_\_\_

  
\_\_\_\_\_

Date: 10-12-99

