

# **AGREEMENT**

BETWEEN

**CITY OF GARDEN CITY**

and

**TECHNICAL, PROFESSIONAL AND OFFICE WORKERS  
ASSOCIATION OF MICHIGAN**

**July 1, 2014 – June 30, 2020**

**INDEX**

Summary of Proposed Contract Changes..... 8

AGREEMENT ..... 14

PURPOSE AND INTENT ..... 14

ARTICLE I . RECOGNITION..... 14

    Section 1 . Recognition..... 14

    Section 2 - Seasonal and Temporary Employees..... 15

    Section 3 - Part-Time Employees ..... 15

    Section 4 - Provisional Employee ..... 16

    Section 5 . Management Rights..... 16

    Section 6 . No Discrimination..... 16

    Section 7 . Work Hours..... 16

    Section 8 . Union Security ..... 17

    Section 9 . Payroll Deduction/Hold Harmless ..... 17

    Section 10 . Gender Definition..... 17

    Section 11 . City Indemnification..... 17

ARTICLE II - GRIEVANCE PROCEDURE ..... 18

ARTICLE III - DISCHARGE AND DISCIPLINE ACTIONS ..... 20

ARTICLE IV - STRIKES AND LOCKOUTS ..... 21

ARTICLE V - SENIORITY ..... 22

    Section 1 - Seniority..... 22

    Section 2 - Probationary Period..... 22

    Section 3 - Seniority List..... 22

    Section 4 - Termination of Seniority..... 22

Section 5 - Temporary Employees..... 23

Section 6 - Lay-Off Procedure ..... 23

Section 7 - Recall Procedure ..... 24

Section 8 - Training..... 24

Section 9 - Employee Transfer ..... 24

Section 10 - Promotion or Transfer Outside Bargaining Unit ..... 25

Section 11 - Position Vacation..... 25

ARTICLE VI - VACANCIES/JOB POSTING/TESTING ..... 26

Section 1 - Vacancy Determination..... 26

Section 2 - Procedure for Filling Vacancy ..... 26

Section 3 - Requirements of the Job..... 26

Section 4 - Job Probation ..... 27

Section 5 - Bidding Limitations..... 27

ARTICLE VII - LEAVES OF ABSENCE..... 28

Section 1 - Personal Leave..... 28

Section 2 - Illness or Accident ..... 28

Section 3 - Military Leave ..... 28

Section 4 - Bereavement Leave..... 28

Section 5 - Personal Business Leave Days ..... 29

Section 6 - Union Leave ..... 29

ARTICLE VIII - HOURS..... 29

Section 1 - Normal Work Day/Week ..... 29

Section 2 - Overtime ..... 30

Section 3 - Overtime/Sunday ..... 30

Section 4 - Fatigue Time..... 31

ARTICLE IX - WAGES ..... 32

Section 1 - Appendix A ..... 32

Section 2 - Time-in Grade Increases ..... 32

Section 3 - Classification Rate Determination..... 32

Section 4 - Fair Days Work..... 32

Section 5 - Call-In ..... 32

Section 6 - Jury Duty ..... 33

ARTICLE X - HOLIDAYS ..... 33

Section 1 - Holidays..... 33

Section 2 - Holiday Pay ..... 33

Section 3 - Qualification..... 34

Section 4 - Worked Holiday ..... 34

Section 5 - 7-day Operation Employees ..... 34

ARTICLE XI - VACATIONS..... 34

Section 1 - Vacation..... 34

Section 2 - Vacation Pay ..... 35

Section 3 - Vacation Assignment..... 35

Section 4 - Vacation Pay Upon Quit/Discharge ..... 35

Section 5 - Accumulation ..... 36

Section 6 - Vacation Eligibility/ Pro-Rated ..... 36

Section 7 . Redemption of Earned Vacation Days..... 36

ARTICLE XII - SICK LEAVE..... 36

Section 1 - Accumulation ..... 36

Section 2 - Qualifications .....	36
Section 3 - Use Eligibility .....	37
Section 4 - Payment - Quit/Retirement/Discharge .....	37
Section 5 - Payment - Maximum Accumulation/Incentive .....	38
Section 6 - Sickness & Accident Insurance .....	38
Section 7 - Sick Leave Use as Vacation .....	38
ARTICLE XIII - SHIFT PREMIUM .....	39
ARTICLE XIV - LONGEVITY .....	39
ARTICLE XV - INSURANCE .....	39
Section 1 - Employee Medical .....	39
Section 2 - Retiree Medical.....	40
Section 3 - Employee/Retiree Life Insurance.....	40
Section 4 - Dental .....	40
Section 5 - Coverage Commencement/Termination .....	41
Section 6 - Cafeteria Plan.....	41
ARTICLE XVI - GENERAL .....	41
Section 1 - Posting of Disciplinary/Discharge Causes .....	41
Section 2 - Bulletin Board .....	42
Section 3 - Management Rights.....	42
Section 4 - Subcontracting.....	42
Section 5 - Employee Use in Emergencies.....	42
Section 6 - Residency.....	42
Section 7 - Physically Fit.....	43
Section 8 - Invalidity.....	43

Section 9 - Collective Bargaining.....	43
Section 10 - Other Agreements/Understandings .....	44
Section 11 - Negotiating Committee .....	44
Section 12 - Stewards.....	44
Section 13 - Flu Shot .....	44
Section 14 - Tuition Reimbursements.....	44
Section 15 - Uniforms .....	45
Section 16 . Outerwear and Work Footwear .....	45
Section 17 - Work Release Program .....	46
Section 18 - Retirees Vacation/Longevity Proration.....	46
Section 19 - Workers' Compensation .....	46
Section 20- Contract Distribution .....	46
ARTICLE XVII - DPS INSPECTORS.....	46
Section 1 - Interest Posting.....	46
Section 2 - Rate of Pay.....	47
ARTICLE XVIII - RETIREMENT .....	47
Section 1 - Annuity Withdrawal .....	47
Section 2 - Pop-Up .....	47
Section 3 - Final Average Compensation .....	48
Section 4 - Final Average Earnings .....	48
Section 5 - Purchase of Service Credit.....	48
Section 6 - Final Average Earnings Multiplying Factor .....	49
Section 7 - Annual Pension Adjustment:.....	49
Section 8 . Ten (10) Year Vesting:.....	49

Section 9 . MERS Employee Contribution ..... 49

Section 10 . Saved Leave Bank..... 50

Section 11 . Duty Disability Retirement..... 50

ARTICLE XIX - COMMERCIAL DRIVER'S LICENSE ..... 50

ARTICLE XX . SAFETY AND HEALTH..... 51

    Section 1. DPS Trench Collapse ..... 51

ARTICLE XXI - DURATION OF AGREEMENT ..... 51

NOTES..... 61

    CLERICAL EMPLOYEES ..... 61

    MAINTENANCE EMPLOYEES..... 61

    STAND-BY ROTATION ..... 62

    ADDITIONAL CERTIFICATIONS ..... 62

WORK RULES FOR TPOAM UNIT ..... 64

## Summary of Proposed Contract Changes

### T.P.O.A.M.

This is intended as a guide for reference only.

**Term of Contract**-July 1, 2014 to June 30, 2020 (six years) with no retroactivity

**Wages**- 14/15 0%

15/16 0%

16/17 0%

17/18 1%

18/19 2%

19/20 3%

**Summary of Changes** will be replaced with this document.

**Agreement, paragraph 1**, changes date to reflect current circumstances

**Article I, Section 1** (recognition)-Adds Police Department records clerk-secretary and detective bureau clerk-secretary to this bargaining unit. The current lone member of the Police Dispatch Unit will be absorbed into the TPOAM under a separate Letter of Agreement. The content of the Letter of Agreement shall contain mutually agreed upon language and shall include that the position remains separate with no bidding or bumping rights until such time as the position currently held by Terri Celestine is vacated.



**Article I, Section 1 (b)**-adds letter ~~s~~to word ~~d~~epartment~~q~~

**Article I, Section 3** (Part time employees) **Changes** the minimum membership number to 32 (the current number including absorbed police position) before a layoff/termination of part-time employees is triggered. Calls for termination of part-time employees performing work for which TPOAM is qualified if number falls below 32. Termination must occur within 30 days but allows for delays during the active hiring process.

**Article III, Section 1 (f)** **adds** the words ~~%~~ most recent version of ~~o~~ +

**Article VII, Section 4** (Bereavement Leave) **Adds** daughter-in-law and son-in-law as immediate family for purpose of funeral leave.

**Article VIII, Section 2** (Overtime) **Adds** the option of compensatory time up to 48 hours cap.

**Article VIII, Section 4** (Fatigue Time) **Added language** that a crew leader on the clock for 18 hours (continuous or non-continuous) in a rolling 24 hour period will get 8 hours of fatigue time.

**Article X, Section 1 (Holidays)** **Changes** identifies the 11 holidays as ~~%~~specified+ holidays for which premium holiday overtime will be paid but defines the floating holidays as ~~%~~non-specified+and, thus, not qualifying for premium overtime.

**Article X, Section 1 (Holidays)** **Changes** to a requirement of completion of one year before qualifying for floating holidays.

**Article XI, Section 1 (Vacations)** **Added language** to allow the turn in, or cash out, of five (5) vacation days once per anniversary year

**Article XII, Section 5** (Maximum Accumulation/Incentive of Sick Days) **Language change** which allows an employee who used no more than 2 sick days to cash out up to 6 days at 70% value and an employee who has used one or less sick day to cash out up to 6 days at 100%.

**Article XIV, Section 1** (Longevity) **Removes cap** on longevity at \$800.00 and allows formula to be number of years at (or times) \$35.00 per year and **corrects** section number referred to from 17 to 18

**Article XV, Section 1** (Employee Medical) **New language** to reflect plan already in place and removes obsolete language. Also **allows** employer to investigate more cost effective options but to make no change without mutual agreement. Also **explains** some insurance changes could be mandated by state or federal legislation that is beyond the control of employer. Also **describes** employees entitlement to a portion of any rebates offered by insurer if City opts in to a hard cap or 80/20 plan.

**Article XV, Section 2** (Retiree medical) **Inserts** into contract language that already exists in the form of a Letter of Agreement in which there is no retiree health coverage for employees hired after July 1, 2009. Also removes language from obsolete plans and co-pay.

**Article XV, Section 5** (Optical) **Deletes** optical coverage from contract language.

**Article XV, Section 6** (formerly Section 7) (Cafeteria Plan) **Increases** payment to \$5,000.00 for employees covered sufficiently elsewhere who opt out of health insurance coverage. Also adds the word **%qualified+** to paragraph applying to retirees for purpose of clarification.

**Article XVI, Section 16** (Outerwear, amended to Outerwear and Work Footwear) **Creates** a lump sum annual payment of \$400.00 per year for DPS employees in operations and maintenance and employee is responsible for maintaining proper footwear and outerwear. **Requires** an annual payment on or before July 1 of each year.

**Article XVI, Section 21** (Work Boots for Maintenance Personnel) **Deletes** this section entirely and folds it into the paragraph titled "Outerwear and Work Footwear."

**Article XVIII, Section 1** (Annuity Withdrawal) **Changes** language to add MERS and remove reference to GCERS.

**Article XVIII, Section 2** (Pop-Up) **Adds** MERS language and removes GCERS language

**Article XVIII, Section 3** (Average Final Compensation)-**Changes** title to "Final Average Compensation" updates wording to agree with MERS practices and provides that definition for "Final Average Compensation" contained in Article XVIII, Section 4.

**Article XVIII, Section 4** (Final Average Earnings) (a) **Adds** wages paid for on-call status, and wages paid for redeemed vacation days into FAC calculation and (c) **increases** Saved Leave Bank cap to 40 days/320 hours and allows SLB to be used upon achieving vested status

**Article XVIII, Section 5** (Purchase of Military Time) **Changes** language from "military time" to "Service Credit" along with applicable rules established by MERS.

**Article XVIII, Section 6** (Purchase of CETA Time) **Deletes** this completely from contract as it is an option from the 1970s and no longer applicable.

**Article XVIII, Section 6** (previously Section 7) (Final Average Earnings Multiplying Factor) **Changes** language to align with rules of MERS.

**Article XVIII, Section 7** (Previously Section 8) (Annual Pension Adjustment) **changes** date of Cost of Living Adjustment from July 1 to January 1 in accordance with practice of MERS

**Article XVIII, Section 8** (Previously Section 9) (Ten (10) Year Vesting) **Language change** to align with rules of MERS.

**Article XVIII, Section 9** (Previously Section 10) (GCERS Employee Contribution) **Language change** of title to %MERS Employee Contribution+ to recognize demise of GCERS. Also **adds** into contract language that is already in Letter of Agreement regarding an increase in employee's contribution to MERS based upon the City's decision to opt out of 80/20 or hard cap plan.

**Article XVIII, Section 10** (Previously Section 11) (Saved Leave Bank) Section number **changed** to 10. **Allows** the employee to begin banking once vested status is achieved. Corrects error listing total number of days allow from 20 to the correct number of 40.

**Article XIX, Section 1** (Commercial Driver's License) **Language** to clarify the city's obligations.

**Article XX, Section 1** (Emergency Response Team) **Deletes** this entirely from contract.

**Appendix A** (Wages) Table reflecting the **progression of raises**: 0%, 0%, 0%, 1%, 2% and 3% during life of contract

**NOTES**, Note 1 (Clerical Employees) **Deletes** language establishing and eliminating positions from previous contract as changes are now established practice.

**NOTES**, (Maintenance Employees) Section c) **Increases** this compensation to S-4 \$0.50 (same), S-3 \$0.25, S-2 \$0.25, S-1 \$1.00, or a total of \$2.00 per hour for holding all certifications.

**NOTES**, (Maintenance Employees) Section d) **Adds** the word %premium+ for clarification

only.

**NOTES**, (Stand-By Rotation) Section a) **Changes** compensation for carrying pager to **\$350.00** per week and adds language regarding responsibilities for employee and employer regarding Water Operator's Certification. **Inserts** ~~must~~ Strikes sub items 1, 2 and 3, and renumbers. Deletes reference to ~~hour~~ and replaces with ~~day~~ Adds D detailing obligations of employee and employer.

**NOTES**, (Additional Certifications) c) and d) **Adds** ~~to~~ maintain an assessing certification+ and **eliminates** reference to Level 1 and Level 2 which no longer exist. **Changes** compensation for certification to \$0.75

per hour

**NOTES**, (Additional Certifications) **Changes** compensation to \$0.75 per hour for clerical employees who have met cross-training standards established by City Clerk.

**NOTES**, (Additional Certifications) **Adds** compensation of \$0.75 per hour for employees who obtain and maintain certification as Municipal Clerk.

**Work Rules**, Work Rule Infractions, Group 1 **Adds language** to include ~~ph~~ physically assaultive conduct+ as an offense eligible for discipline ranging from written reprimand up to discipline.

## AGREEMENT

THIS AGREEMENT, entered into this nineteenth day of **XXXX, 2016**, by and between the CITY OF GARDEN CITY, a Michigan Municipal Corporation, hereinafter referred to as the Employer and the Garden City Chapter, TECHNICAL, PROFESSIONAL AND OFFICE WORKERS ASSOCIATION OF MICHIGAN, 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.

Unless otherwise noted, time periods within this agreement refer to calendar days.

### ARTICLE I – RECOGNITION

#### Section 1 . Recognition

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, City Clerk-Treasurer employees, Police Department records clerk-secretary and clerk-secretary to the Police Department Detective Bureau, excluding Court employees, 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 four departments. It is further understood that such employees will be accredited to the existing bargaining unit without necessity of labor agency representation proceedings.

### Section 2 - Seasonal and Temporary Employees

Seasonal and Temporary employees shall be excluded from the bargaining unit, if:

- (a) 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.)
- (b) Seasonal employees will only be able to perform work of the Seasonal classification.
- (c) Among clerical employees, the temporary employee was hired no more than ninety (90) calendar 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.)
- (d) No such temporary or seasonal employment causes the layoff of regular employees.

### Section 3 - Part-Time Employees

In the event the number of full-time TPOAM bargaining unit employees falls below 32 (thirty-two) budgeted positions and filled positions, all part-time employees performing work for which a TPOAM member is qualified shall be terminated within 30 (thirty) days. In the event the Employer is actively recruiting and hiring to fill a vacancy, the 30 (thirty) day deadline shall not be imposed in order to allow for unanticipated delays in the process.

- (1) No part-time employee will be used to replace a regular bidded TPOAM position.
- (2) Part-time employees shall not be eligible to receive any benefits defined in this agreement.

#### Section 4 - Provisional Employee

Provisional employee(s) may be hired for a maximum of twelve (12) calendar 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 one calendar month 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.

After six (6) calendar weeks, the provisional employee(s) shall be paid the entry-level salary. After the first six (6) calendar 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) calendar 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) calendar month period, without recall or other seniority rights.

#### Section 5 . Management Rights

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 6 . No Discrimination

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, gender, sexual preference, 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 7 . Work Hours

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 8 . Union Security

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 one calendar month 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 one calendar month 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 9 . Payroll Deduction/Hold Harmless

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 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 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 10 . Gender Definition

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

### Section 11 . City Indemnification

Any officer, official or employee against whom any civil action is brought or threatened by reason of any action taken by the officer, official or employee with a reasonable belief that the action complained of was proper and was within the scope of

their duties owed to the City, shall be indemnified by the City for all costs of defense actually paid or incurred by the officer, official or employee.

## **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) calendar days, a request will be sent to MERC (or mutually agreeable third party) to schedule a mediator to hear the grievance. The written or verbal advice of the mediator is not binding upon either party.

FIFTH STEP: If the grievance has not been resolved in the foregoing steps and the Union desires to process the grievance further, it shall submit the grievance to arbitration through the American Arbitration Association in accordance with it's Voluntary Labor Arbitration Rules, then obtaining, provided such submission is made within forty-five (45) 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 that 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 are 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 one (1) calendar week 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 in to account any prior infractions which occurred more than one (1) calendar 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) calendar year period.
- (f) In all disciplinary actions, the rule of progressive discipline or discharge as outlined under this Article and the most recent version of the Anti-Drug and Alcohol Policy 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 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) calendar 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) calendar months, the employer must show some reason as to why the probationary employee should be terminated. After the first six (6) calendar 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) calendar 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 one (1) calendar week 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 two (2) calendar weeks 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 falsified pertinent information on his application for employment or pre-employment medical history and the same becomes known to the City within two (2) calendar years of date of hire.
- (i) 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 three (3) calendar weeks 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 there from, if the remaining employees in such classification have at least six (6) calendar months time in that classification. If not, the employee with the least time under six (6) calendar 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 two (2) calendar weeks, the senior employee shall be recalled and given such break-in or training. If the Employer reasonably concluded that two (2) calendar weeks 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 one (1) calendar week.

### Section 9 - Employee Transfer

The Employer shall have the right to transfer employees irrespective of their seniority status from one job to 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 six (6) calendar weeks. Such temporarily transferred employee, after such six weeks, 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) calendar 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:

For the Department of Public Services Streets/Water/Sewer Foreman and the Building/Grounds Foreman positions, should a TPOAM member be promoted, he/she will be allowed to return to the TPOAM unit without penalty or loss of seniority during their 6 calendar month to one (1) calendar year time period only if he/she is unable to obtain the required certifications as listed in the job descriptions. This exception will be effective only for the initial internal promotional opportunity.

- (a) Within six (6) calendar 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) calendar 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 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) calendar 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 normally be posted on the appropriate bulletin board for a period of one (1) calendar week, but no less than five working days should a holiday fall within the posting period during which period employees may bid for such opening or vacancy by signing their names on such posting. Bid sheets will have work hours, work days, classification, wages, job descriptions and applicable Department included. 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 therefore, 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 six (6) calendar weeks. 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. The Union and the City will meet after the postings have been signed to determine the testing process. The testing process may involve the following factors.

- (a) Written

- (b) Oral
- (c) Seniority
- (d) Supervisor's Evaluation
- (e) Background Experience
- (f) Hands on Test
- (g) Review of Personnel Files

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 or transfer to a lower classification, 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 (e.g., DPS employee bidding for a clerical position or vice versa).

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 job probation and may be removed there from at any time he demonstrates that he is or will be unable to satisfactorily perform the requirement of the job during the first three (3) calendar months of work in his new job classification. An employee cannot be removed for thirty (30) days from the start of a new job classification to permit optimal opportunity to learn and demonstrate the needed skills. 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) workdays 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.

Employees bidding for a Mechanic position will be required to serve a six month probationary period to ensure consistent progress toward achieving the necessary certifications. Consideration will be given, on a case-by-case basis, toward extending the 18 month period allowed to achieve the required ten (10) State Mechanic Certifications in the event of extenuating circumstances beyond the control of the employee.

#### 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 calendar 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) calendar year without pay provided he promptly notifies the Employer of the necessity therefore 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) calendar 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) calendar 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 calendar 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, daughter-in-law, son-in-law, 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. The leave days above shall also be authorized in the event that an actual

funeral is not conducted. However, employees may be required by the Director to provide adequate documentation.

- (a) Subject to the provisions and qualifications set forth above, qualified employees shall be allowed up to three (3) calendar 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) calendar 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 or a probationary employee who has completed six (6) calendar months of their probation 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) calendar 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.
- (b) Compensatory Time Off Option: At the employee's option, paid hours credited for overtime may be taken in pay or by use of compensatory time off.
- (c) Compensatory Time Accumulation: Compensatory time off can be accumulated up to forty-eight (48) hours, except as greater accumulation may be allowed by the City, based on special circumstances. When compensatory time exceeds forty-eight (48) hours, such time in excess of 48 hours shall be paid to the entitled employee at current salary rate. It is permitted based on mutual agreement between employees to transfer compensatory time from one employee to another.
- (d) Use of accumulated compensatory time as time off requires pre-approval by Employer and is not guaranteed but approval shall not be withheld unreasonably.

## 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 workday starts within eight (8) hours of relief from duty.

#### Section 4 - Fatigue Time

All employees are to receive Fatigue Time from a pool of 1600 hours per calendar year, January 1<sup>st</sup> through December 31<sup>st</sup>. All fatigue time must be used to supplement the employees' regular work hours. To qualify for Fatigue time, such employees must work a total of 12 (twelve) continuous hours and these 12 hours must bump up to or be within their regular work period. If an individual's overtime work is complete within two (2) hours of their normal start period and he has worked a minimum of 12 hours, the individual can also qualify for fatigue time. An employee may use a maximum of four (4) hours of his accrued time to supplement the hours needed to reach the 12 continuous hours to qualify for fatigue time, but again the overtime work must have been completed to use this option. In case of an emergency, the use of this last option may be denied by management.

For on-call crew leaders only, fatigue time can also be utilized after working 18 (eighteen) non-continuous hours in any rolling 24 hour period.

## **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 - Time-in Grade Increases

Time-in-grade increases are based on seniority with the City for all bargaining unit classifications.

### Section 3 - 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 4 - 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 5 - 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 6 - Jury Duty

A full-time employee, permanent or probationary, 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 specified 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 holidays falls on a Saturday, then Friday shall be deemed as the holiday.

Employee(s) will receive two (2) floating non-specified holidays after completion of one (1) year 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 non-specified floating holidays must be taken before the next July 1.

If an employee(s) reached his/her first 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 first 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 permanent full-time employee who has completed his probationary period or a probationary employee that has completed six (6) calendar months of their probation 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:

- (a) 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
- (b) 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 calendar 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 five (5) years of continuous service with the City since his last hiring date shall receive twelve (12) 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 eighteen (18) 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-four (24) 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.
- (e) At eighteen (18) years of continuous service...twenty-six (26) days of vacation with pay.
- (f) At twenty (20) years of continuous service...twenty-seven (27) 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 based on 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 - 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) calendar year during which the employee is disabled by a work-related disability and is then receiving workers' compensation disability payments.

#### Section 7 . Redemption of Earned Vacation Days

Once per anniversary year at the employee's option, five (5) 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). Employees wishing to cash out vacation days will complete a Vacation Day Pay-Off Request form to indicate their desires to the Human Resources Department. Money derived from the exercise of this option shall be pensionable.

## **ARTICLE XII - SICK LEAVE**

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

#### Section 1 - Accumulation

Permanent full-time employees or probationary employees who have completed six (6) calendar months of their probation 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 2 - 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 3 - 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) calendar weeks. After the first 26 weeks, employees will revert back to workers compensation act payments only.

### Section 4 - Payment - Quit/Retirement/Discharge

If an employee quits, after giving a fourteen (14) calendar 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 5 - 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 has used six (6) or fewer paid sick leave days in the preceding twelve (12) months, then, in that event, such employee, 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.

If, in the twelve (12) month period immediately preceding June 30 of any year, the employee has used no more than two (2) sick days then that employee may, at his option, cash out up to six (6) sick days at seventy (70) percent of the June 30 value. If the employee has used one (1) or less sick day, then the employee may, at his option, cash out up to six (6) sick days at 100%. Any utilization of sick time is considered as usage and applied to the stated formula when calculating cash out.

### Section 6 - 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) calendar 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 7 - 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 calendar 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. 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) calendar 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 18.

### **ARTICLE XV - INSURANCE**

#### **Section 1 - Employee Medical**

The City shall provide full family coverage for all employees through Michigan Blue Cross/Blue Shield Community Blue PPO Plan 12 upgraded to Plan 1 through the utilization of a third party administration like Employee Health Insurance Management, Inc. (EHIM). In addition, the Master Medical and Prescription Drug Program with a \$10 (generic)/\$20 (DAW) Co-Pay shall be included and the City shall pay all premium costs for such coverage. Employees may, at their option, carry the traditional coverage by paying the difference in the monthly premiums between the Community Blue PPO Plan 12 as upgraded and traditional plan through payroll deduction. This selection can be made on an annual basis during our re-opening date. From date hereof, the City shall also provide said coverage under the traditional plan for disability retirees under Section 14 of the City Charter.

The City shall offer hospitalization/medical coverage through Blue Cross/Blue Shield Health Maintenance Organization (HMO) with a \$10 (generic)/\$20 (DAW) Prescription Co-Pay 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.

The City shall provide hospitalization coverage for the family of an employee killed in the line of duty until the spouse remarries.

The City is not obligated to provide duplicate coverage if equivalent insurance is provided by a national or state health insurance plan.

The City shall be permitted to investigate more cost effective alternative health insurance carriers and/or coverage provided that shall be no change in carriers or health insurance coverage unless mutually agreed to in writing by the City and the Union.

It is understood that legislation at a federal or state level could mandate greater or lesser benefits and the employer has no control over any such mandates.

In the event the employer does not elect the cap out model under P.A. 152 and requires the employee to pay a portion of health care costs, then the employee shall be eligible to receive a portion of any annual rebates or refunds of Blue Cross premiums. A formula agreed upon by the Union and the employer shall be used to calculate the portions due.

### Section 2 - Retiree Medical

Effective July 1, 2009, all employees hired after this date shall not receive retiree medical benefits at the cost of the employer for the employee, spouse, and / or dependant(s). At the discretion of the employee, a health savings account may be established, at an amount to be determined by the employee, funded by the employee with an automatic withdrawal from the employee's wages.

For retirees retiring at age 60 or with twenty-five (25) years of service credit who were hired prior to July 1, 2009, the City will furnish hospitalization and medical coverage to the retiree, retiree's spouse and dependents through Michigan Blue Cross/Blue Shield Preferred Provider Organization (PPO) with a \$5.00 prescription co-pay.

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

### Section 3 - 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. Retiring employees will be provided with a five thousand dollar (\$5,000.00) term life insurance policy.

### Section 4 - Dental

For employees and their families, 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
- (d) Benefit Limit: \$1,000 yearly maximum.
- (e) The City will provide an orthodontics rider, 50/50 co-payment, with a lifetime maximum of \$1,000.00 per covered person.

#### 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).

#### Section 6 - Cafeteria Plan

Employees may request to participate in the City of Garden City Cafeteria Benefit Plan. At his/her option and after a written waiver of the Hospital/Medical/Surgical/Master Medical/Prescription, employee shall receive five thousand dollars (\$5,000.00) during the term of the waiver in lieu of such insurance. If elected, the \$5,000.00 will be paid in two, semi-annual installments of \$2,500.00 each.

Once enrolled, an employee may request reinstatement in the insurance coverage during the annual ~~open~~ season+ for insurance coverage changes. However, insurance coverage under this program will be reinstated immediately upon proof of loss of alternative/duplicate coverage.

Every employee is eligible to participate in the program on the first day of employment or at any time thereafter. Employees desiring to enroll must present proof of alternate or duplicate coverage. Under no circumstances will an employee be permitted to enroll in the program without other coverage.

Retirees qualified to receive employer provided healthcare benefits are also eligible to participate in the Cafeteria Plan if they so-choose.

### **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

Employees shall comply with Michigan Public Act 212 of 1999 that requires employees to reside 20 miles from the nearest boundary of the City. All present employees who do not live within this boundary shall be grand fathered and not be required to move within this 20-mile boundary. All requirements of P.A. 212 of 1999 shall also be applicable. This grand fathering provision allows those who currently live outside of the 20-mile boundary to remain at their current residence. Any employees

who move out of the boundary after the effective date of this Agreement will be considered in violation of the contract.

#### 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 are not physically fit to perform their duties in a satisfactory manner. Such action shall only be taken if a physical examination performed by a medical doctor of the Employer's choice at the Employer's expense reveals such physical unfitness. If the employee disagrees with such doctor's 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

The negotiation committee is made up of TPOAM members elected for the purpose of negotiating a collective bargaining agreement with the City. The Committee will consist of at least five union members with one being an alternate. One of the other four members of the Committee will be the Chief Steward.

### Section 12 - Stewards

It is agreed that the TPOAM will have a minimum of four (4) Stewards as follows: one (1) Chief Steward, two (2) DPS Stewards and one (1) City Hall Steward.

### Section 13 - Flu Shot

The City shall pay for flu shots for employees.

### Section 14 - 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) calendar 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. Approved coursework includes college accredited courses and vocational courses that directly apply to the employee's current job classification or would prepare the employee to bid on another City job classification. Charges for schooling to obtain Mechanic certifications and certification test fees are reimbursable. 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. The cost of books or any student fees are not reimbursable.

Employees planning to utilize the tuition reimbursement benefit will submit a written summary of their planned education benefit participation for the following City Fiscal Year to the Department Head no later than March 1<sup>st</sup> of each year containing the following:

- Description of the degree program

- Name of the college/university
- Total number of credit hours they plan to complete
- Estimated cost per credit hour
- Total estimated one (1) year cost

Employees failing to comply with the March 1st notification requirement will not be eligible for any tuition reimbursement for one (1) year.

#### 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. These uniforms and coats (when appropriate) must be worn at all times while on duty.

#### Section 16 . Outerwear and Work Footwear

Operations and maintenance employees shall wear suitable outerwear and work footwear. The following items define suitable outerwear:

1. Carhartt Duck Arctic Traditional Coat
2. Carhartt Duck Active Jacket
3. Carhartt Duck Arctic Coverall
4. Carhartt Duck Bib Overall
5. Carhartt Duck Coverall
6. Carhartt Sweatshirt, Hooded Zip-front
7. Carhartt Sweatshirt, Crewneck
8. Red Kap Coverall
9. Shorts, work, City Standard, green

It is agreed that the %Duck+ items will be Carhartt Brown; the two sweatshirts and Red Kap coverall will be green. All items will have the City Logo and reflective striping.

The work footwear shall comply with the following specifications: Red Wing Model #2412. These boots have 400 grams of insulation, are waterproof with steel toes. Steel toes are required based upon MIOSHA regulations and the PPE evaluation of DPS daily tasks. The employee may pick any other boot as long as it has steel toes. If the employee desires an upgraded boot, he/she will be required to pay the cost difference. The actual model number for the standard boot might change time to time based upon manufacturing and any changes to safety regulations, but the quality will be as listed above. If, during the course of this agreement, a new boot with composite materials or other material that meets MIOSHA standards comes on the market, it may be approved as an optional purchase item.

Operations and maintenance employees shall receive a lump sum payment on or before July 1 of each year in the amount of four hundred dollars (\$400.00) as an outerwear and work footwear allowance.

### Section 17 - 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 TPOAM Unit employees. This program shall not result in the replacement of any TPOAM member.

### Section 18 - Retirees Vacation/Longevity Proration

It is agreed that those employees who retire under the terms and conditions of the Municipal Employees Retirement System (MERS) 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 19 - Workers' Compensation

The provisions of the Michigan Workers' Disability and Compensation Act will cover Employees. Medical appointments for treatment of injuries compensable under the Michigan Workers' Disability and Compensation Act may be conducted on City time. Employees will attempt to schedule such appointments so as to minimize disruption in the workday.

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 20- 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 workdays 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 April 26, 2010 pursuant to the rules and regulations of MERS may elect to receive a refund of all 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 the rules and regulations of MERS may elect to receive a refund of all 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 MERS Annuity Withdrawal Agreement.

## Section 2 - Pop-Up

Effective April 26, 2010, retirement rules and regulations are no longer governed or administered by the Garden City Employee Retirement System (GCERS) and Chapter 36 of the Garden City Ordinances will no longer apply. By signed agreement,

the designated employee retirement system shall be Municipal Employees Retirement System (MERS) and the rules and regulations of MERS shall prevail.

### Section 3 - Final Average Compensation

The final average compensation, shall be calculated on the average of the highest consecutive number of three (3) years of earnings during the employee's entire work history. Earnings shall be defined by Article XVIII, Section 4. In no case shall any member's (employee's) final average compensation include compensation for overtime.

### Section 4 - Final Average Earnings

For employees retiring on and after the date this agreement is executed, the following shall be included in the final average earnings:

- (a) 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.).
- (b) Longevity - The amount of the employee's annual longevity bonus paid according to Article XIV, Section 1.
- (c) Upon reaching vested status, an employee can convert to payment but not use up to forty (40) days (320 hours) of earned but unused vacation days banked in the employee's Saved Leave Bank (SLB). Such days, if converted to payment, shall be included as average final compensation.
- (d) Wages paid for on-call status.
- (e) Wages paid during the exercise of the option allowed in Article XI.

### Section 5 - Purchase of Service Credit

Rules governing the purchase of service credit by an employee are governed by the Municipal Employees Retirement System (MERS). The City agrees to allow the purchase of service credit for up to five years (60 months) of generic service credit. Service credit shall be administered according to the MERS plan. Employees can purchase service credit to meet early retirement or increase their pension benefit with the following conditions as prescribed by MERS:

- (a) The governing-body must approve all purchases.
- (b) Cannot be used to meet vesting requirements.
- (c) Types of service credit that may be purchased are:
  - (i) Generic-may purchase a maximum of five years



- (ii) Governmental-may purchase if worked full time for another governmental agency (federal, state, local or federally recognized Indian tribal government) and does not qualify to receive benefits from them (cannot be purchased after a break of more than 20 years
- (d) Employee(s) must pay the total estimated actuarial cost of additional credited service established by MERS Final Average Earnings

#### Section 6 - Final Average Earnings Multiplying Factor

Employees who meet eligibility requirements for a pension under the rules and regulations of MERS and retire shall receive a pension called a straight life pension equal to 2.57 percent of the member's average final compensation multiplied by his years and fraction of a year of credited service for his first twenty five (25) years of service, plus one percent (1%) of the member's average final compensation multiplied by his years of credited service over twenty five (25) years. Upon his retirement, he shall have the right to elect an option provided for in the rules and regulations of MERS.

#### Section 7 - Annual Pension Adjustment:

Retirees will be given a 2.0% compound cost of living adjustment (annual pension adjustment) on January 1<sup>st</sup> each year provided that the retiree has been retired for at least six (6) months (retired on or before July 1<sup>st</sup>) to be eligible for the cost of living adjustment.

#### Section 8 . Ten (10) Year Vesting:

Employees, upon attaining ten (10) years of City service credit, regardless of age, shall be vested for the purposes of Deferred Retirement under the rules and regulations of MERS. In accordance with MERS, the pension is to be paid at age 55 for Police Officers and Firefighters and age 60 for all other employees. A member terminating City employment with a pension payable pursuant to this Section may elect to receive a refund of all of his accumulated contributions on his effective date of benefit commencement as outlined in this agreement. However, any member withdrawing his/her accumulated contributions prior to the effective date of pension commencement shall forfeit any right to a pension. Employees opting for a Vested Deferred Retirement do not, at any time, become entitled to City paid Health Care benefits. A Vested Deferred Retirement pension will be computed in the same manner as a regular retirement. The Final Average Earnings used for pension computations for a Vested Deferred Retirement will include the same compensations as a regular retirement.

#### Section 9 . MERS Employee Contribution

Beginning August 1, 2014, the employee MERS contribution will be increased from 6% to 12% of the employee's pensionable wages. Effective at the same time, the 12% employee contribution will be withheld pretax. This increase shall be in place only if the City elects the opt out+option allowed under Public Act 152 of 2011 also known as the Publicly Funded Health Insurance Contribution Act. In the event the City, during

an annual vote required under PA 152, should elect either the 80/20+ or Hard Cap+ option, then this contribution rate shall return to 6% of the employees' pretax pensionable wages.

#### Section 10 . Saved Leave Bank

Employees who have met the threshold established in Article XVIII, Section 9, for vested status may bank vacation days in a saved leave bank (SLB) up to a total of forty (40) days to prepare for retirement and take advantage of the provisions of Section 4 (c) above. Once banked, SLB days may only be cashed in at retirement, upon discharge or resignation and are not available to be taken as time off. The number of days an employee may add to their SLB balance per year is at their discretion. Eligible employees wishing to add vacation days to their SLB shall request to do so to the HR Department. The request must be in writing, over the employee's signature. The maximum number of leave days that may be accumulated in an employee's SLB is 40 days.

#### Section 11 . Duty Disability Retirement

An employee who retires before attainment of his/her voluntary retirement age because of duty disability, shall receive a disability annuity of two-thirds (2/3) of his final average compensation until he/she is eligible for normal retirement at which time he/she shall be given service credit for the time he received a disability annuity.

### **ARTICLE XIX - COMMERCIAL DRIVER'S 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, to include the original or renewal fee, of the required CDL Group License and job related endorsements. The City shall not be responsible for endorsements not related to job requirements (for example, motorcycle operator endorsement) nor shall the City be responsible for the added cost of obtaining an enhanced (as defined by the Michigan Secretary of State) driver's license.
- (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 loses their driving privileges by the State of Michigan by having their driver's license restricted or suspended, 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 or his/her restricted license is reinstated.
  - (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.
- (d) The Anti-Drug and Alcohol Policy supercedes this section where applicable.
- (e) 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 – SAFETY AND HEALTH**

### Section 1. DPS Trench Collapse

In the event one or more of our personnel are trapped in an excavation, all DPS forces along with the Fire Department will be marshaled to rescue/recover the individual (s). Incident Command will be followed during these events. All Operations level trained personnel will receive double time wages while working on an emergency response for the duration of an emergency response. Emergency response work on paid holidays shall be paid at the rate of double time plus the contractual holiday pay

## **ARTICLE XXI - DURATION OF AGREEMENT**

Section 1: THIS AGREEMENT is effective as of July 1, 2014, and shall remain in full force and effect until 11:59 p.m., June 30, 2020, 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.

FOR THE TECHNICAL, PROFESSIONAL  
AND OFFICE WORKERS ASSOCIATION  
OF MICHIGAN:

FOR THE CITY OF GARDEN CITY

\_\_\_\_\_  
Brad Ohman, TPOAM Chief Steward

\_\_\_\_\_  
Randy Walker, Mayor

\_\_\_\_\_  
Debbie Ryan, City Hall Steward

\_\_\_\_\_  
Allyson M. Bettis, City Clerk-Treasurer

\_\_\_\_\_  
Wayne Beerbauer, TPOAM Representative

\_\_\_\_\_  
Dated

\_\_\_\_\_  
Dated

TPOAM Ratification: 04/14/2016  
City Council Ratification: 5/2/2016  
Salary Ordinance Adoption: 6/6/2016  
Salary Ordinance Published: 7/18/2016

## TPOAM Contract - Appendix A

Effective July 1, 2014

	Starting Wage	Employees with at least 6 months of FT Service	Employees with at least 1 year of FT Service	Employees with at least 2 years of FT Service	Employees with at least 3 years of FT Service	Employees with at least 4 years of FT Service	Employees with at least 5 years of FT Service
Office Manager, Assessing Technician	20.8892	21.4884	22.2964	23.1563	n/a	n/a	n/a
Purchasing Technician, Account Clerk, Community Development Clerk, Payroll, Senior Clerk	20.6806	21.2252	21.7751	22.5960	n/a	n/a	n/a
Clerk Secretary (formerly POAM Dispatch)	16.6621	17.9779	18.6861	21.4452	n/a	n/a	n/a
Account Clerk 4, Minutes Clerk, Secretary 1	20.5114	20.9021	21.4103	21.9836	n/a	n/a	n/a
Account Clerk 3	20.2768	20.4591	20.8110	21.0325	n/a	n/a	n/a
Crew Leader	18.1109	19.2445	25.1730	n/a	n/a	n/a	n/a
Senior Mechanic	18.4307	19.5992	24.8577	n/a	n/a	n/a	n/a
Carpenter/Mechanic	17.9807	19.1534	23.9872	n/a	n/a	n/a	n/a

Meter Reader, Equipment Operator 3	17.6941	18.7624	23.5964	n/a	n/a	n/a	n/a
Light Mechanic	17.3813	18.5019	23.3358	n/a	n/a	n/a	n/a
<del>Meter Reader 1</del> , Equipment Operator 2	16.7689	17.8504	22.5280	n/a	n/a	n/a	n/a
Equipment Operator 1	15.9219	n/a	16.8341	17.8504	18.9319	20.7012	21.2641
Laborer	12.1695	n/a	13.1076	14.0979	15.1663	16.2868	17.4986
Account Clerk 2, Clerk/Typist 2	15.0911	n/a	15.9901	16.9804	17.9316	18.9478	20.1074
Account Clerk 1	13.9835	n/a	14.7652	15.6382	16.5634	17.5406	18.5960

## TPOAM Contract - Appendix A

1% Wage Increase effective July 1, 2017

	Starting Wage	Employees with at least 6 months of FT Service	Employees with at least 1 year of FT Service	Employees with at least 2 years of FT Service	Employees with at least 3 years of FT Service	Employees with at least 4 years of FT Service	Employees with at least 5 years of FT Service
Office Manager, Assessing Technician	21.0981	21.7033	22.5194	23.3879	n/a	n/a	n/a
Purchasing Technician, Senior Account Clerk, Payroll Clerk, Community Development Senior Clerk	20.8874	21.4375	21.9929	22.8220	n/a	n/a	n/a
Clerk Secretary (formerly POAM Dispatch)	16.8287	18.1577	18.8730	21.6597	n/a	n/a	n/a
Account Clerk 4, Minutes Clerk, Secretary 1	20.7165	21.1111	21.6244	22.2034	n/a	n/a	n/a
Account Clerk 3	20.4796	20.6637	21.0191	21.2428	n/a	n/a	n/a
Crew Leader	18.2920	19.4369	25.4247	n/a	n/a	n/a	n/a
Senior Mechanic	18.6150	19.7952	25.1063	n/a	n/a	n/a	n/a
Carpenter/Mechanic	18.1605	19.3449	24.2271	n/a	n/a	n/a	n/a

Meter Reader, Equipment Operator 3	17.8710	18.9500	23.8324	n/a	n/a	n/a	n/a
Light Mechanic	17.5551	18.6869	23.5692	n/a	n/a	n/a	n/a
Meter Reader 1, Equipment Operator 2	16.9366	18.0289	22.7533	n/a	n/a	n/a	n/a
Equipment Operator 1	16.0811	n/a	17.0024	18.0289	19.1212	20.9082	21.4767
Laborer	12.2912	n/a	13.2387	14.2389	15.3180	16.4497	17.6736
Account Clerk 2, Clerk/Typist 2	15.2420	n/a	16.1500	17.1502	18.1109	19.1373	20.3085
Account Clerk 1	14.1233	n/a	14.9129	15.7946	16.7290	17.7160	18.7820



## TPOAM Contract - Appendix A

2% Wage Increase effective July 1, 2018

	Starting Wage	Employees with at least 6 months of FT Service	Employees with at least 1 year of FT Service	Employees with at least 2 years of FT Service	Employees with at least 3 years of FT Service	Employees with at least 4 years of FT Service	Employees with at least 5 years of FT Service
Office Manager, Assessing Technician	21.5201	22.1373	22.9698	23.8556	n/a	n/a	n/a
Purchasing Technician, Senior AccountClerk, Payroll, Clerk, Community Development Senior Clerk	21.3052	21.8662	22.4327	23.2784	n/a	n/a	n/a
Clerk Secretary (formerly POAM Dispatch)	17.1653	18.5208	19.2504	22.0928	n/a	n/a	n/a
Account Clerk 4, Minutes Clerk, Secretary 1	21.1308	21.5333	22.0569	22.6475	n/a	n/a	n/a
Account Clerk 3	20.8892	21.0770	21.4395	21.6677	n/a	n/a	n/a
Crew Leader	18.6578	19.8257	25.9332	n/a	n/a	n/a	n/a
Senior Mechanic	18.9873	20.1911	25.6084	n/a	n/a	n/a	n/a
Carpenter/Mechanic	18.5237	19.7318	24.7116	n/a	n/a	n/a	n/a

Meter Reader, Equipment Operator 3	18.2285	19.3290	24.3090	n/a	n/a	n/a	n/a
Light Mechanic	17.9062	19.0607	24.0405	n/a	n/a	n/a	n/a
Meter Reader 1, Equipment Operator 2	17.2753	18.3895	23.2083	n/a	n/a	n/a	n/a
Equipment Operator 1	16.4027	n/a	17.3425	18.3895	19.5036	21.3264	21.9063
Laborer	12.5370	n/a	13.5034	14.5237	15.6243	16.7787	18.0271
Account Clerk 2, Clerk/Typist 2	15.5469	n/a	16.4730	17.4932	18.4731	19.5200	20.7146
Account Clerk 1	14.4058	n/a	15.2111	16.1105	17.0636	18.0703	19.1576

## TPOAM Contract - Appendix A

3% Wage Increase effective July 1, 2019

	Starting Wage	Employees with at least 6 months of FT Service	Employees with at least 1 year of FT Service	Employees with at least 2 years of FT Service	Employees with at least 3 years of FT Service	Employees with at least 4 years of FT Service	Employees with at least 5 years of FT Service
Office Manager, Assessing Technician	22.1657	22.8015	23.6588	24.5713	n/a	n/a	n/a
Purchasing Technician, Senior Account Clerk, Payroll, Clerk, Community Development Senior Clerk	21.9443	22.5222	23.1057	23.9768	n/a	n/a	n/a
Clerk Secretary (formerly POAM Dispatch)	17.6803	19.0765	19.8279	22.7556	n/a	n/a	n/a
Account Clerk 4, Minutes Clerk, Secretary 1	21.7648	22.1793	22.7186	23.3269	n/a	n/a	n/a
Account Clerk 3	21.5158	21.7093	22.0827	22.3177	n/a	n/a	n/a
Crew Leader	19.2176	20.4205	26.7112	n/a	n/a	n/a	n/a
Senior Mechanic	19.5569	20.7968	26.3767	n/a	n/a	n/a	n/a

Carpenter/Mechanic	19.0794	20.3238	25.4530	n/a	n/a	n/a	n/a
Meter Reader, Equipment Operator 3	18.7753	19.9089	25.0383	n/a	n/a	n/a	n/a
Light Mechanic	18.4434	19.6325	24.7618	n/a	n/a	n/a	n/a
Meter Reader 1, Equipment Operator 2	17.7936	18.9412	23.9046	n/a	n/a	n/a	n/a
Equipment Operator 1	16.8948	n/a	17.8628	18.9412	20.0888	21.9662	22.5635
Laborer	12.9131	n/a	13.9086	14.9594	16.0931	17.2820	18.5679
Account Clerk 2, Clerk/Typist 2	16.0133	n/a	16.9672	18.0180	19.0273	20.1056	21.3361
Account Clerk 1	14.8380	n/a	15.6674	16.5938	17.5755	18.6124	19.7323

## NOTES

### CLERICAL EMPLOYEES

**NOTE 1:** Payroll Clerk and Community Development Sr. Clerk positions established. Incumbents (formerly Acct Clerk IV and Secretary I) are grandfathered and the positions **WILL NOT** be bid as a result.

### MAINTENANCE EMPLOYEES

- (a) Only Crew Leaders will rotate stand-by.
- (b) 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.
- (c) The Michigan Department of Public Health Certifications shall add the following to the hourly wage rate of Equipment Operator I and above employees for the appropriate % Certifications issued:

S-4 - \$ .50 per hour additional compensation

S-3 - \$ .25 per hour additional compensation

S-2 - \$ .25 per hour additional compensation

S-1 - \$ 1.00 per hour additional compensation

The total the City will pay for the attainment of all certifications will be \$2.00 per hour to the base rate.

The purpose of requiring employees to obtain the above certifications is to reduce liability for the City not to increase individual liability for the employees

- (d) The hourly rate premium for obtaining required State of Michigan Mechanic Certifications is as follows:

\$0.20 per hour per certification, upon completion of the certification. A maximum of ten (10) certifications is required for a total additional compensation of \$2.00 per hour for employees working as a City Mechanic. Schooling and testing may be accomplished on City time.

Successful bidders will have 12 months to obtain the 10 certifications as outlined in the Job Description.

The current employee classified as a Mechanic, prior to negotiations for this Contract shall not be required to obtain the certifications required by

the Mechanic Job Description.

The total the City will pay for attainment of all certifications will be \$2.00 per hour to the base rate of Mechanic.

#### STAND-BY ROTATION

- (a) Stand-by status is limited to crew leaders only. Crew Leaders must rotate stand-by.
  - (1) The schedule for stand-by rotation will be posted every twelve (12) months, during the month of January.
- (b) Will be compensated for each day they carry the beeper. The schedule of compensation will be \$350.00 per week.
- (c) The responsibility to be on stand-by will be rotated among all employees on the stand-by rotation list.
- (d) It is the employee's responsibility to maintain a valid Water Operator's certification. It is also the employee's responsibility to track continuing education credits (CEC) for this certification and to keep CECs up to date. It is further the employee's responsibility to notify employer and request attendance at training to earn CECs. The employer will allow an employee to attend the training classes during normal working hours and overtime (if needed), subject to the operational needs of the employer. The employer shall be responsible for the payment of any tuition or fees associated with these training classes. The employer will reimburse the employee for license fees. The employer will pay for examinations required to obtain and maintain Water Operator's certification.

#### ADDITIONAL CERTIFICATIONS

- (a) Employees who obtain and maintain a playground certification will be compensated an additional \$0.15 per hour
- (b) Employees who obtain and maintain an Assessing Certification (MCAO level or higher) will be compensated an additional \$0.75 per hour
- (c) Clerical employees who meet cross-training and interchangeability standards established by the City Clerk will be compensated an additional \$0.75 per hour. All TPOAM clerical employees hired prior to the mutual acceptance and execution (signing) of this contract are considered to have met the cross-training and interchangeability standards and shall receive the certification.

- (d) Employees who acquire certification as a Municipal Clerk will be compensated an additional \$0.75 per hour

**CITY OF GARDEN CITY**  
**WORK RULES FOR TPOAM 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, physically assaultive conduct, or immoral acts on City property.
5. Unauthorized possession and/or use of narcotics or controlled substances on City property or work sites.



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

Group 2	1 <sup>st</sup> Offense	2 <sup>nd</sup> Offense	3 <sup>rd</sup> Offense	4 <sup>th</sup> Offense	5 <sup>th</sup> Offense
	VC	WC	WR	LO 1 . 2 days	Up to D

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.
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.
15. Unauthorized solicitation for any cause or unauthorized distribution of literature during hours designated for work.
16. Posting, removing, or tampering with City bulletin board notices without permission.
17. Tampering with or defacing time cards.
18. Violation of established dress code.

19. Failure to comply with departmental policies and procedures.
20. Unauthorized use of City supplies, materials or equipment.
21. Any absence without leave unless due to verifiable illness.
22. Deliberate restriction of work duties and/or interference with other employee's duties.
23. Failure to provide written notification of driver's license suspension or restrictions.

**KEY:**

VC - Verbal Counseling

WC - Written Counseling

WR - Written Reprimand

LO - Disciplinary Lay Off (Without Pay)

D - Discharge

Up to D - Up To and Including Discharge