



Planning for a Better Tomorrow

Employee Handbook

(Full-time Employees)

Garden City Employee Handbook (Full-time Employees)

TABLE OF CONTENTS

I-A: Introduction	8
I-B: Mission Statement	8
I-C: Purpose	9
I-D: "Just Cause" Employment	9
I-E: At-Will Employment	10
I-F: Employee Orientation Periods	10
I-G: Employment Categories	10
I-H: Fair Days Work	11
I-I: Normal Work Day/Week	11
I-J: Inclement Weather	11
I-K: Open Door Policy	11
II-A: Your Time	12
II-A-1: Vacation	12
II-A-2: Sick Leave	12
II-A-3: Holidays	13
II-A-4: Compensatory Time	14
II-A-5: Fatigue Time	14
II-A-6: Jury Duty	14
II-A-7: Personal or Other Non-Medical Extended Leave Requests	14
II-A-8: Bereavement	15
II-A-9: Personal Business Leave Days	16
II-A-10: Maternity Leave	16

Garden City Employee Handbook (Full-time Employees)

II-A-11: Family Medical Leave Act (FMLA).....	17
II-B: Uniforms.....	22
II-B-1: Operations and Maintenance Employees	22
II-B-3: Other Uniformed Employees	22
II-C: Insurance.....	23
II-C-1: Sickness and Accident.....	23
II-C-2: Hospitalization/Medical/Prescription.....	23
II-C-3: Dental Plan.....	23
II-C-4: Optical Insurance	24
II-C-5: Life Insurance	24
II-C-6: False Arrest Insurance	24
II-D: Your Money.....	24
II-D-1: Pay/Salary.....	24
II-D-2: Premium Pays.....	24
II-D-3: Reimbursements	26
II-D-4: Allowances	26
II-D-5: Travel.....	27
II-D-6: Longevity.....	28
II-D-8: Deferred Compensation	28
II-D-9: Retirement Fund Contributions	29
II-D-10: Cafeteria Plan Benefit Plan	29
III-A: U . S. Authorization to Work.....	30
III-B: Pre-employment Physical Examinations	30

Garden City Employee Handbook (Full-time Employees)

III-C: Residency	30
III-D: Personnel Practices	30
III-D-1: Your Personnel File	30
III-D-2: Hiring	31
III-D-3: Equal Employment Opportunity Policy	32
III-D-4: Layoff and Recall	32
III-D-5: Discipline	32
III-E: Pay Practices	33
III-E-1: Time Sheets	33
III-E-2: Time Clock Procedures.....	33
III-E-3: Work Schedules	33
III-E-4: Late Starts.....	34
III-E-5: W-2 Form.....	34
III-F: Productive Work Environment.....	34
III-F-1: General	34
III-F-2: Employee Responsibility.....	34
III-G: Employee Harassment.....	35
III-G-1: Harassment Policy.....	35
III-G-2: Retaliation.....	35
III-G-3: Definition of Sexual Harassment	35
III-G-4: Examples of Sexual Harassment	36
III-G-5: Individuals and Conduct Covered	36
III-G-6: Reporting an Incident of Harassment	37

Garden City Employee Handbook (Full-time Employees)

III-G-7: Complaint Procedure	37
III-H: Violence and Weapons in the Workplace	38
II-H-1: Violence Policy	38
III-H-2: Weapons in the Workplace Policy.....	38
III-H-3: Examples Violence Policy Violations.....	39
III-H-4: Reporting Procedures	39
III-H-5: Risk Reduction Measures	39
III-H-6: Policy Violations.....	40
III-I: Customer Relations.....	40
III-I-1: Telephone.....	40
III-I-2: Customer Complaints	40
III-J: Ethics and Conflicts of Interest	41
III-J-1: Employee Ethics	41
III-J-2: Employee Privacy.....	41
III-J-3: Conflicts of Interest.....	41
III-K: Attendance and Punctuality	42
III-K-1: Work hours	42
III-K-2: Tardiness	42
III-K-3: Unauthorized or excessive absences.....	42
III-L: Meals.....	42
III-L-1: Full-time employees.....	42
III-L-2: Part-time employees.....	43
III-M: Dress, Appearance and Hygiene	43

Garden City Employee Handbook (Full-time Employees)

III-M-1: General	43
III-M-2: Office and Clerical Personnel.....	43
III-M-3: Maintenance Personnel.....	45
III-N: Smoking.....	45
III-O: Gambling.....	46
III-P: Alcohol, Drugs and Narcotics	46
III-P-1. Alcohol.....	46
III-P-2: Drugs and Illegal Narcotics.....	46
III-P-3: Drug Testing/Screening.....	46
III-P-4: Commercial Driver’s License (CDL)	46
III-Q: Employee Safety.....	47
III-Q-1: General	47
III-R: Use of City Facilities	48
III-S: Use of Communications Systems.....	48
III-S-1: Telephones, Cell Phones. Radios	48
III-S-2: Mail	48
III-S-2: Office Automation Equipment	48
III-S-3: Computers.....	49
IV-A: Voluntary Resignation	52
IV-B: Involuntary Termination.....	52
IV-C: Retirement	52
IV-C-1: Eligibility.....	52
IV-C-2: Retirement Benefit.....	53

**Garden City Employee Handbook
(Full-time Employees)**

IV-C-3: Final Average Compensation (FAC)..... 53

IV-C-4: Retirement Benefit Payment Options..... 53

IV-C-5: Retirement Applications..... 54

IV-C-6: Annual Adjustment 54

IV-C-7: Retirement Medical Benefits 55

IV-C-8: Disability Retirement..... 55

IV-C-9: Purchase of Military and CETA Time..... 55

IV-C-10: Social Security and Pension..... 55

IV-D: Annuity Withdrawal 56

IV-E: Termination of Benefits 56

IV-F: COBRA Notification 56

 IV-F-1: General..... 56

 IV-F-2: Description..... 56

 IV-F-3: Spouse 57

 IV-F-4: Children..... 57

 IV-F-5: Employee Responsibility..... 57

 IV-F-6: COBRA Coverage 58

 IV-F-6: Cost 58

 IV-F-7. COBRA Terminations..... 58

Garden City Employee Handbook (Full-time Employees)

Chapter I

General Overview

I-A: Introduction

We have designed this Employee Handbook for you to use as your personal reference and to answer questions that you may have about your job or City policies, employee benefit programs, and other terms and conditions of your employment. We recommend that you read the entire Handbook as soon as possible so you will have a better understanding of your position with The City of Garden City.

The contents of this Handbook, including policies and benefits, are subject to change from time to time by the City alone except when the proposed changes affect the Collective Bargaining Agreements, and current or past practices that are subject to negotiation. This Handbook is also intended to provide benefit and policy descriptions that are applicable to all employees. However, you should also familiarize yourself with the contents of the labor agreement applicable to your for detailed information that is "agreement specific." **If any portion of this Handbook conflicts with the provisions of a current labor agreement, current and or past practices that are subject to negotiation, the Union contract or the GC Fire Department Rules and Regulations, those current and past practices shall take precedence.** If you have any questions about any of the information in this Handbook, please ask your supervisor or contact the Personnel Department.

We are pleased to welcome you to the City of Garden City community. We are pleased that you chose to join our team. We hope you will find your work interesting and rewarding, and our association to be mutually beneficial. Our goal is to provide you with good working conditions and competitive wages and benefits while maintaining an excellent work ethic based upon doing the best job possible, on time and at a reasonable cost. Together we can make this an enjoyable place to work.

We believe our organization can offer an opportunity to put your abilities and skills to good use. Remember, your future is up to you. We encourage you to read this Handbook and to refer to it often. You will receive revisions or updates for insertion to keep your Handbook current. If you have any questions, feel free to contact your supervisor or the Personnel Department. We will make every effort to answer your questions.

I-B: Mission Statement

The City of Garden City is committed to providing superior municipal services that enhance the quality of life for all through the intelligent and fiscally responsible use

Garden City Employee Handbook (Full-time Employees)

of our resources to guide and enhance the physical, economic and social growth of the City. We will provide leadership and professional competence to actively work to maintain an open environment that fosters fair, sensitive and respectful treatment of all employees and the community we serve.

I-C: Purpose

This Handbook is provided for your use as a ready reference and a summary description of most of our personnel policies, work rules and additional benefits. It is designed to acquaint you with the City. It is your responsibility to read the Handbook so that you will have a complete understanding of the material covered and have an opportunity to request clarification from your supervisor. We reserve the right to change, delete or add to all or any part of these policies, practices, procedures or benefits contained in this Handbook as needed and as agreed upon through the collective bargaining process. It is impossible to cover every situation, thus this Handbook is not meant to be all-inclusive. The policies and accepted Standards of Conduct in this Handbook apply to all employees. This Handbook is not to be construed as, nor to function as, a contract between the City and its employees.

This Employee Handbook supersedes all previously published policy or supplemental policy memos. We will continue to review and update this Employee Handbook as needed and may modify or change any of these programs, policies or procedures except when the proposed changes affect the Collective Bargaining Agreements, and current or past practices that are subject to negotiation. Please insert replacement pages in your Handbook as soon as you receive them.

I-D: "Just Cause" Employment

Those employees who retain membership in any of the below listed Unions, are "just cause" employees as enumerated by the following Union agreements with the City.

- The International Union of the American Federation of State, County, and Municipal Employees (AFSCME).
- Command Officers Association of Michigan (COAM).
- Garden City Supervisory and Professional Personnel Association (GCSPPA).
- International Association of Fire Fighters (IAFF).
- Police Officers Association of Michigan (POAM – Dispatcher Unit).
- Police Officers Association of Michigan (Police Officers/Detective Unit).

Garden City Employee Handbook (Full-time Employees)

That means that the City will only terminate an employee when there is good reason, of "just cause," to do so in accordance with the provisions of the particular bargaining unit agreement. Letters offering or confirming employment shall not be construed as employment contracts, nor as a commitment to employment for any specified duration. Nothing to the contrary nor any commitment (verbal or otherwise) for employment shall be valid or binding on the City unless expressly set forth in a written document signed by the employee, the City Manager for the City of Garden City, and the recognized representative of the Union for union employees (and then only to the extent recognized under applicable labor laws).

I-E: At-Will Employment

All employees not falling under the provisions of Section I-D above are strictly on an "At Will" basis, which means that either employee or the City may terminate the employment at any time, for no reason or any lawful reason, with or without cause and with or without notice. Nothing to the contrary or any commitment (verbal or otherwise) shall be valid or binding on the City unless it is expressly set forth in a written document signed by the employee and the City Manager. Letters offering or confirming employment shall not be construed as an employment contract or as a commitment to employment for any specified duration.

I-F: Employee Orientation Periods

All new employees serve either a probationary period as established in their Collective Bargaining Agreement or a period of orientation. Unless otherwise specified, such periods will remain in place until they have actively been working for a period of twelve (12) months and have obtained any required qualifications/certification. The purpose of the orientation period is to provide an opportunity for both the employee and the City to determine whether the employee has the ability and other attributes that qualify him/her for regular employee status. For existing employees who are promoted or transferred to a new position, the orientation period will be six (6) months.

I-G: Employment Categories

Employees fall into several categories, based on their duties, responsibilities and work schedule. Full-time employees are those whose regularly scheduled employment is for 40 hours per week (inclusive of paid lunch hours). Part-time employees are scheduled for less than 40 hours per week. Temporary and seasonal employees work between April and October.

Full-time employees are further categorized as exempt or non-exempt positions under the Fair Labor Standards Act (FLSA). Exempt positions are not subject to the overtime and minimum wage requirements of the Act and include executive,

Garden City Employee Handbook (Full-time Employees)

administrative, and professional employees. These employees are compensated "on a salary basis." Non-exempt employees receive an hourly wage and overtime pay.

I-H: Fair Days Work.

It is understood and agreed that in return for the wages, fringe benefits and working conditions specified in this Handbook and the various labor agreements, employees are required, as a condition of employment, to render a fair day's work for the City.

I-I: Normal Work Day/Week

The normal workday consists of eight hours per day (except Police Officers and Fire Fighters). The normal workweek consists of forty (40) hours per week (except Police Officers). Employees may not work more than 16 hours in given 24-hour period (except Police Officers) except in the case of emergency. Police Officers and Fire Fighters should refer to the applicable union collective bargaining agreement.

I-J: Inclement Weather

Normally, non-emergent City services will not cease due to inclement weather or snowfall, City Hall Offices will be open and employees are expected to report for their normally scheduled workday. Only the City Manager can authorize exceptions to this policy.

I-K: Open Door Policy

Your supervisor, Department Director or the Personnel Department, can answer most questions and should be consulted first. I welcome the opportunity (with your Department Director's knowledge) to resolve a problem, address a concern, respond to a question or listen to your ideas.

DAVID W. KOCSIS
City Manager

Garden City Employee Handbook (Full-time Employees)

Chapter II

Benefits

II-A: Your Time

II-A-1: Vacation

a. Earning Vacation

Employees who have completed one (1) or more years of continuous service for the City since their last hiring date, as of the anniversary date of their employment by the City, are eligible for vacation with pay in accordance with their individual labor agreement or the provisions of § 39.11 of the City of Garden City Code of Ordinances. The applicable labor agreement or the Code of Ordinances also covers other provisions for disposition of vacation days when employees leave City employment and accumulation of unused vacation days.

b. Scheduling Vacation

Vacation can be taken throughout the calendar year with the Department Director approval. Department Directors are tasked with determining how many employees under their domain may be on vacation at any given time. Employees are encouraged to facilitate their Department Director's responsibility to balance an employee vacation time preference with meeting operational workload needs. Other provisions for vacation assignments are also covered by the applicable labor agreement.

II-A-2: Sick Leave

a. Short Term Sick Days

Unless otherwise specified in the applicable Collective Bargaining Agreement, permanent full-time employees accumulate one paid sick leave credit for each month of continuous service with the City with a maximum accumulation of sixty (60) days. In order to accumulate a sick day for any given month, employees must actually work fifteen (15) or more days in that month. Sick leave is to be used for absences necessary for employee illness, hospitalizations, medical and dental examinations and/or treatments, medical quarantine due to exposure to a contagious disease or any illness of an immediate family member

Garden City Employee Handbook (Full-time Employees)

as outlined under provisions for the Family and Medical Leave Act (FMLA) (Section II-A-10). Refer to the applicable labor agreement for further details regarding use and disposition of unused sick leave at the end of employment.

b. Job related medical leave

All employees are covered under the Michigan Workers' Compensation Act. As such, any employee who receives a personal injury arising out of and in the course of employment, will be supplied with reasonable medical, surgical, and hospital services and medicines, or other attendance or treatment recognized by the laws of the state as legal, when needed.

c. Non-job related medical leave

Unless otherwise specified in the applicable Collective Bargaining Agreement, an employee who, because of illness or accident other than illness or accident compensable under the Michigan Workers Compensation Act, is physically unable to report for work may be given a leave of absence not to exceed one (1) year, subject to the workforce requirements at the time of the request. The employee must promptly notify their Department Director or the Personnel Office of the necessity therefore. They must also supply the Personnel Office with a certification from a qualified physician for the need for such an absence. The Personnel Office may request additional medical certification at any time during the one (1) year absence to substantiate the need for continued leave. The medical leave period will never exceed one (1) year, unless certified to be both medically necessary and approved by the City.

II-A-3: Holidays

a. Holidays

Unless otherwise specified in the applicable Collective Bargaining Agreement, the following days are recognized as holidays: New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve, Christmas Day, New Year's Eve. Some labor agreements may also authorize the observance of Lincoln's and Washington's birthdays. Employees should refer to the applicable labor agreement for further details.

Garden City Employee Handbook (Full-time Employees)

b. Floating Holidays

Provisions are made for an additional two (2) floating holidays employees in some labor unions. Both the applicable labor agreement and the employee date of hire govern entitlement to floating holidays. Employees should refer to the applicable labor agreement for additional information.

II-A-4: Compensatory Time

Some employees, in recognition of the time they are required to spend outside of normal work hours to successfully carry out their duties, are authorized five (5) days of Compensatory Time annually. They cannot be carried forward from year to year. Members of the Police and Firefighter Unions also have provisions for receiving Compensatory Time in lieu of overtime. Employees should consult their specific labor agreement for more information.

II-A-5: Fatigue Time

All DPS full-time Maintenance employees receive 40 hours of fatigue time per calendar year from January 1 through December 31. For entitlement details, employees should consult their specific labor agreement for more information.

II-A-6: Jury Duty

The City recognizes and supports the proposition that our judicial system functions best when supported by the entire community. Accordingly, the City will pay employees who miss work to fulfill jury duty obligations. The daily financial remunerations received from the court for jury duty service will be turned in to the Payroll Department. Employees are tasked with giving their supervisor as much advance notice as possible of their summons. More specific requirements are contained in the applicable labor agreement.

II-A-7: Personal or Other Non-Medical Extended Leave Requests

a. Leaves of Absence

A leave of absence is a period of time off from work, usually for an extended period (6 months or more), which has been approved by your Department Director. During the period of an approved leave of absence you will maintain your employment status, without loss of

Garden City Employee Handbook (Full-time Employees)

your continuity of service, and you will not be paid. Leaves are granted or denied at the discretion of the Department Director.

b. Military Leave

Military leave of absence is non-paid time off granted to regular employees for military training or service. Employees are asked to inform their Department Director at least 30 days in advance of the approximate beginning and concluding dates. At the conclusion of the employee's active duty, they will be reinstated in accordance with the provisions of the Uniformed Services Employment and Reemployment

Act of 1994, as amended. Under the Act, the maximum time the employee may be absent and be still guaranteed reinstatement is five (5) years. If employees wish to take earned vacation, compensatory or personal days while on a military absence, they may do so at their discretion.

II-A-8: Bereavement

a. Immediate Family

Regular employees will receive the amount of pay they would have received on a regular eight (8) hour straight-time basis for each day necessarily lost during their normal scheduled work week not to exceed four (4) days to make arrangements for and attend the funeral of a member of the immediate family. If the funeral is being held within a three hundred (300) mile radius of the City of Garden City, four (4) days is authorized. One additional day is allowed if the funeral is being held at a location greater than three hundred (300) miles from Garden City. For most employees, immediate family is defined as the employee's current spouse, children, parents or step-parents, brother, sister or parents-in-law. The leave days will end not later than the calendar day following the day of the funeral. Employees should consult their specific labor agreement for more information and additional bereavement entitlements, if any.

Garden City Employee Handbook (Full-time Employees)

b. Other Family Members

Employees shall be allowed up to three (3) days leave to make arrangements for and attend the funeral of a brother-in-law, sister-in-law, grandparent or grandchild. Employees shall be allowed one (1) day leave to attend the funeral of an aunt or uncle. Employees should consult their specific labor agreement for more information and additional bereavement entitlements.

II-A-9: Personal Business Leave Days

Permanent, non-probationary, full-time employees have three (3) personal business days per year with pay. Requests for a personal day must be submitted, in writing, to your Department Director three (3) days in advance.

II-A-10: Maternity Leave

a. General

In order to protect the welfare of employees and the interest of the City, a regular, permanent employee who becomes pregnant will be granted a leave of absence in accordance with the provisions set forth below.

b. Duration

The length of the maternity leave is a combination of employee discretion, supervisory approval and a doctor's recommendation. Employees should submit their request, in writing, to the Personnel Office via their Department Director. The request should state how much time they desire along with how they wish their time off to be accounted for. Any combination of accumulated vacation days, personal business days, compensatory days and sick leave may be used. Under the Family Medical Leave Act of 1993, employees are entitled to a maximum of 12 weeks of FMLA leave, over a 12-month period (See Section II-A-10, FMLA). Maternity leave in connection with delivery and aftercare will not normally be longer than a total of 12 weeks. Additional time off, unless otherwise covered by provisions of the FMLA, must be in concert with a written doctor's order. In addition, a doctor's written permission to return to work is required.

Garden City Employee Handbook (Full-time Employees)

c. Pay

Maternity is covered as a disability under of the City's sickness and disability insurance carrier. Accordingly, payment of benefits is the same as it is for a non-occupational sickness or disability (See Section II-C-1, Sickness and Disability Insurance).

II-A-11: Family Medical Leave Act (FMLA)

The Family and Medical Leave Act of 1993 (FMLA) is a federal law that helps employees get time off from work when needed to handle medical situations involving your family or yourself. The FMLA requires employers to provide up to 12 workweeks of unpaid, job-protected leave for certain family and medical reasons.

a. Policy

The City recognizes that your life is a mix of professional obligations and personal responsibilities. Most of the time, employees are able to balance family needs with their regular work schedule. However, sometimes family or personal needs are too pressing and you need to shift this balance temporarily. FMLA can help you do that in a way that is fair to both you and the City. This policy is not meant to be all-inclusive and highlights the provisions of the FMLA, which are subject to detailed and specific regulations. This policy is not meant to conflict with either the FMLA or its regulations. Should there be any inconsistency between this policy, the FMLA or the regulations, the statute and regulations control. For specific questions and the forms necessary to take FMLA leave, contact the City Personnel Office.

b. Changes

The City reserves the right to amend, supplement or rescind any specific provisions of this policy from time to time. Any information dated prior to this date is no longer in effect.

c. Eligibility

You must be employed for 12 months and work at least 1250 hours to be eligible. You are eligible for up to 12 weeks in a 12-month period. The City will measure the 12-month period as a rolling 12 month period measured backward from the date an employee uses any leave under this policy. For example, if an employee is on an FMLA leave in

Garden City Employee Handbook (Full-time Employees)

June for 4 weeks for the birth of a child, and that employee's parents become ill in March of the following year, the employee is only eligible for 8 weeks of leave. Intermittent leaves are allowed only as required by FMLA.

d. Reasons for taking FMLA Leave

- (1) To care for employee's child after birth, or placement for adoption or foster care;
- (2) To care for the employee's spouse, son or daughter, or parent, who has a serious health condition;
- (3) Or a serious health condition that makes the employee unable to perform their job duties.

e. Definitions

- (1) Serious Health Condition means, injury, impairment, or physical or mental condition that involves one of the following:
 - (a) Hospital Care. Inpatient care (i.e. overnight stay) in a hospital, hospice, or residential medical care facility, including any period of incapacity or subsequent treatment in connection with or consequent to such inpatient care.
 - (b) Absence Plus Treatment. A period of incapacity or more than **three consecutive calendar days** (including subsequent treatment or period of incapacity relating to the same condition), that allow involves.
 - 1 Treatment two or more times by a health care provider or provider of health care services under orders of, or referral by, a health care provider.
 - 2 Treatment by a health care provider on at least one occasion which results in a regimen of continuing treatment under the supervision of a health care provider.
 - (c) Pregnancy. Any period of incapacity due to pregnancy or for prenatal care.
 - (d) Chronic conditions requiring treatments.

Garden City Employee Handbook (Full-time Employees)

- (e) Permanent/long-term conditions requiring supervision. A period of incapacity that is permanent or long-term due to a condition for which treatment may not be effective.
- (f) Multiple treatments for non-chronic conditions. Any period of absence to receive multiple treatments, including recovery period, by a health care provider.

f. Administrative Requirements

Except as otherwise specified in the FMLA, you must provide the City with not less than 30 days written notice before the date the leave is to begin. If a request is based on a "serious health condition," you must support the request with a certification issued by your health care provider (or eligible family member, as appropriate). See the Personnel Department for certification requirements. The City may require a second opinion. In addition, the employee will be required to obtain a certification to return to work. Personnel will notify an employee that eligible medical leave time meets the requirements of FMLA and shall be counted against his/her FMLA leave entitlement within two business days of after receiving the employee's notice of a need for leave. If the City was not aware of the reason for the leave, leave may be designated as FMLA leave retroactively only while the leave is in progress or within two business days of the employee's return to work.

g. Benefits

- (1) For the duration of FMLA leave, health insurance coverage will be maintained.
- (2) Employees will be returned to an equivalent position with same pay, benefits and other employment terms and conditions upon return from FMLA leave.
- (3) Employee paid time off such as sick days, personal days, and vacation time will be charged for FMLA leave as allowed by the regulations. Unpaid FMLA will not be granted until all paid time off to which an employee is entitled is exhausted.
- (4) Accrued benefit time, no matter when earned, will be charged for FMLA leave time taken.
- (5) The FMLA does not require that an employee actually ask for

Garden City Employee Handbook (Full-time Employees)

FMLA leave in order that the employer be permitted to charge paid time off, if the purpose for the leave is a purpose which qualifies under the law.

- (6) Employees will not be penalized by such rules affecting bonus payments for non-use of sick time and longevity payments for eligible absences permitted by the FMLA (accrual of vacation, personal and floating holiday paid time off and benefits will be specific to each collective bargaining agreement).

h. Intermittent/reduced work schedule requests

- (1) Intermittent/reduced work schedule requests will only be granted under certain circumstances and only granted when medically necessary to care for a seriously ill family member or because of the employee's serious health condition. Other requests for intermittent or reduced work schedule will not be granted.
- (2) Intermittent/reduced work schedule requests must also be scheduled so as not to unduly disrupt operations, subject to the approval of the health care provider. If operations will be disrupted, the City reserves the right to temporarily transfer such employee to an alternative position with equivalent pay and benefits which will accommodate the recurring leave better than the regular position.
- (3) Medical treatment must be scheduled so as to minimize loss of work time. Appointments scheduled during work hours must have written verification from the provider of the health care service that such provider does not offer appointment hours which do not conflict with the employee's hours and does not offer hours which will conflict with the employee's regular scheduled hours.

i. Both Husband and Wife Employed

- (1) A husband and wife who are eligible for FMLA leave and are employed by the City will be limited to a combined total of 12 weeks of leave during any 12-month period if the leave is taken.
 - (a) For the birth of the employee's son or daughter or to care for the child after birth;

Garden City Employee Handbook (Full-time Employees)

- (b) For placement of a son or daughter with the employee for adoption or foster care; or to care for the child after placement; or
 - (c) To care for the employee's parent with a serious health condition.
- (2) Where the husband and wife both use a portion of the total 12-week FMLA leave entitlement for one of the purposes in paragraph (1) of this section, the husband and wife would each be entitled to the difference between the amount he or she has taken individually and 12 weeks for FMLA leave for a purpose other than those contained in paragraph (a) of this section. For example, if each spouse took 6 weeks leave to care for a healthy, newborn child, each could use an additional 6 weeks due to his or her own serious health condition or to care for a child with a serious health condition.

j. City Obligations

The City will not interfere with, restrain, or deny the exercise of any right provided under FMLA. The City will not discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA

k. Employee Obligations

- (1) When the leave is foreseeable and at least thirty (30) days advance notice has been provided, the employee should provide the documented medical certification requested by the City before the leave begins. When this is not possible, the employee must provide the requested certification to the City within the time frame requested by the City unless it is not possible under the particular circumstances to do despite the employee's diligent, good faith efforts. If an employee fails to timely provide the requested medical certification, the City may delay commencement or continuation of the employee's FMLA leave until the certification is submitted. If the employee never submits the certification, the leave is not FMLA protected leave.
- (2) When the need for leave is not foreseeable, or in the case of recertification, an employee must provide certification (or recertification) within the time frame requested by the City or as

Garden City Employee Handbook (Full-time Employees)

soon as reasonably possible under the particular facts and circumstances. If an employee fails to provide a medical certification within a reasonable time under the circumstances, the City may delay the employee's commencement or continuation of FMLA leave until certification is submitted. If the employee never submits the certification, the leave is not FMLA protected leave.

- (3) The employee will keep the personnel office informed of any changes necessary to the original request for FMLA leave (i.e., change of expected return to work date, etc.).
- (4) Employees must provide notice to the Personnel Office at least two (2) workdays advance notice of their intent to return to work if different than stated on the latest medical certification.
- (5) Dependent upon medical situation, employees should be readily available by telephone to respond to questions and concerns.

I. FMLA and Worker's Compensation benefits

Employee's leave of absences under the City's sickness and accident policy or workers compensation act will be charged against their FMLA leave time entitlement, providing the condition is covered under the FMLA law.

II-B: Uniforms

II-B-1: Operations and Maintenance Employees

All full-time operations and maintenance employees will be supplied with eleven (11) change of uniform pants and shirts. The City will provide a cleaning service for the uniforms. Operations and maintenance employees will also be supplied with two (2) winter coats, one (1) coverall and one (1) bib coverall. These uniforms and coats must be worn at all times while on duty.

II-B-3: Other Uniformed Employees

Other employees required to wear uniforms receive a monetary uniform allowance. Refer to the applicable labor agreement for further, "agreement specific" details regarding method of payment and entitlements at the end of employment.

Garden City Employee Handbook (Full-time Employees)

II-C: Insurance

II-C-1: Sickness and Accident

Each full-time employee is covered by non-occupational Sickness and Accident insurance. Benefits are paid on the second day after an accident or on the ninth day of sickness. The benefit will be paid at the rate of 65% of the employee's weekly wages, based upon a forty (40) hour workweek for a maximum of 52 weeks. An employee may, at their option, use sick days in a pay period, in conjunction with this weekly benefit to achieve 100% pay. Once an employee exhausts his sick days, he may use vacation days, personal days, floating holidays or current compensation days. In this event, all benefits, including pension crediting, will continue. During the eight calendar days waiting period, an employee may use necessary earned but unused sick days. However, money paid for time off from work will not exceed an employee's normal pay amount. Employees should consult their individual labor agreement for additional information and additional entitlements, if any.

II-C-2: Hospitalization/Medical/Prescription

Each full time employee is provided with full family coverage under Michigan Blue Cross/Blue Shield Insurance Plan. The specifics of coverage vary, depending on the date of employment and the applicable collective bargaining agreement. Employees should consult their Union contract and/or the Personnel Office for more detailed information.

II-C-3: Dental Plan

Dental coverage is provided for all full time employees under Blue Cross/Blue Shield of Michigan. The specifics of coverage vary, depending on the date of employment and the applicable collective bargaining agreement. Employees should consult their Union contract and/or the Personnel Office for more detailed information.

Garden City Employee Handbook (Full-time Employees)

II-C-4: Optical Insurance

Optical coverage is provided for all full time employees under Blue Cross/Blue Shield of Michigan, Co-Op Optical or City reimbursement. The specifics of coverage vary, depending on the date of employment and the applicable collective bargaining agreement. Employees should consult their Union contract and/or the Personnel Office for more detailed information.

II-C-5: Life Insurance

Active employees receive \$20,000 in group life insurance. Upon retirement, the coverage reduces to \$5,000.

II-C-6: False Arrest Insurance

Police Officers are covered for \$500,000 of false arrest insurance.

II-D: Your Money

II-D-1: Pay/Salary

Hourly rates of pay, salary levels and incremental steps are specifically set forth in collective bargaining agreements for each Union. Employees should consult their current applicable labor contract for information particular to their individual position or job classification.

II-D-2: Premium Pays

Various job classifications and schedules receive pay in addition to their base salary or hourly wage for specific circumstances or qualifications.

a. Overtime

Overtime for non-exempt employees is paid at one and one-half times their normal rate of pay. Overtime will be paid for all hours worked in excess of eight (8) hours in any one (1) day. Pay for work on holidays and Sundays are as outlined in the applicable Union contract. Employees should consult their Union contract and/or the Personnel Office for more detailed information.

Garden City Employee Handbook (Full-time Employees)

b. Shift Premium

Second or third shift non-exempt employees receive an hourly premium in addition to their regular hourly wage. Amounts of shift premiums are as outlined in the applicable Union contract. Employees should consult their Union contract and/or the Personnel Office for more detailed information.

c. DPS Inspectors

DPS Inspectors receive an hourly premium in addition to their regular hourly wage. The amount of premium is as outlined in the applicable Union contract. Employees should consult their Union contract and/or the Personnel Office for more detailed information.

d. Riot Duty

Police Officers who are assigned to riot duty receive two times their regular straight-time hourly rate for all hours actually worked on riot duty. Police Officers should consult their Union contract and/or the Personnel Office for more detailed information.

e. Court Appearance

Police Officers and Fire Fighters, through the course of their duties may be required to make an appearance in court. Additional pay to perform such duty as well as authorized time limitations apply. Police Officers and Fire Fighters should consult their Union contract and/or the Personnel Office for more detailed information. This does not apply to jury duty; see Section II-A-5.

f. EMT/LALS/Paramedic

Fire Fighters receive bonuses for emergency medical technician, limited advanced life support and paramedic certifications. Fire Fighters should consult their Union contract and/or the Personnel Office for more detailed information.

Garden City Employee Handbook (Full-time Employees)

g. Weapon Proficiency

Police Officers receive a monetary allowance for maintaining their weapons qualifications. Specific amounts and quantities are covered in more detail in the appropriate Collective Bargaining Agreement. Police Officers should consult their Union contract and/or the Personnel Office for more detailed information.

h. Fire Marshall

The Fire Marshall shall receive a yearly monetary bonus if he/she has a State Certification for Fire Inspector. Fire Fighters should consult their Union contract and/or the Personnel Office for more detailed information.

II-D-3: Reimbursements

a. Tuition

For permanent full-time employees who have completed their probationary period, the City will reimburse any tuition payments that are not payable by any other organization. In order to receive reimbursement, the employee must receive a passing grade. Other specific requirements apply based on individual Collective Bargaining Agreements. Employees should consult their Union contract and/or the Personnel Office for more detailed information.

b. Commercial Driver's License

The City will reimburse the costs associated with Commercial Driver's License required by City employment. Employees should consult their Union contract and/or the Personnel Office for more detailed information.

II-D-4: Allowances

a. Uniforms

(1) All full-time operations and maintenance employees will be supplied with uniforms (See Section II-B-1). Additional equipment/clothing allowances may also be provided. Specific amounts and quantities are covered in more detail in the appropriate Bargaining Agreement. Employees should consult their Union contract and/or the Personnel Office for more details

Garden City Employee Handbook (Full-time Employees)

- (2) Police Officers and Firefighters receive an annual monetary allowance for uniforms. Specific amounts and quantities are covered in more detail in the appropriate Collective Bargaining Agreement. Employees should consult their Union contract and/or the Personnel Office for more detailed information.

b. Boots for Maintenance Personnel

The City will provide one (1) pair of work boots every 24 months for each full-time maintenance employee. The boots will comply with specifications for both men's and women's models as indicated on the applicable collective bargaining agreement. Maintenance personnel should consult their Union contract and/or the Personnel Office for more detailed information.

c. Food

Fire Fighters receive a monetary food allowance for working 24-hour shifts. A specific amount is covered in more detail in the appropriate Collective Bargaining Agreement. Fire Fighters should consult their Union contract and/or the Personnel Office for more detailed information.

II-D-5: Travel

Employees authorized to travel outside the City on City business, will be reimbursed for meals, lodging, travel and other necessary expenses with Department Director approval. Department Director travel must be approved by the City Manager. All claimed travel expenses must be substantiated with receipts or other reasonable proof of expenses. Employees who know or anticipate that they will have a special request for travel expense reimbursement should ask for approval before traveling. Any travel expenses considered unreasonable under the circumstances will not be paid or reimbursed and are the employee's personal responsibility. Employees traveling on City business are representatives of the City and are expected to maintain a high level of professionalism. Employees should provide their supervisor with a copy of their itinerary before departing on business travel.

a. Transportation

Employees will be reimbursed for privately owned vehicle mileage at the per mile rate allowed by the Internal Revenue Service. Actual expenses for other commercial transportation expenses (airfare, bus,

Garden City Employee Handbook (Full-time Employees)

rail) will be reimbursed as substantiated by a paid receipt. Under normal circumstances, employees should use the most appropriate form of transportation available, book the least expensive fares and take advantage of the longest advance reservations possible to gain the lowest fares available.

b. Lodging

Actual lodging expenses will be reimbursed as substantiated by a paid receipt. Employees should obtain lodging at moderately priced hotels/motels. Generally, national hotel chains provide adequate room accommodations at a good value for their market, geographic area and time of year.

c. Meals

Actual expense for meals will be reimbursed up to \$60.00 per day. Employees are expected to eat at moderately priced establishments. Unless specifically authorized, "business-entertaining" expenses will not be reimbursed.

d. Incidental expenses

Reimbursement for incidental expenses is limited and will be approved on a case-by-case basis.

II-D-6: Longevity

Permanent, full-time employees who, as of the anniversary date of their employment, have completed one (1) or more years of continuous employment with the City since their last hiring date will receive an annual lump sum longevity bonus payment. Employees should consult their Union contract and/or the Personnel Office for more detailed information. Non-union employees should consult § 39.15 of the City of Garden City Code of Ordinances.

II-D-8: Deferred Compensation

The City participates in Deferred Compensation Retirement Plans and all full-time employees are eligible and are encouraged to participate. The plans allow employees to invest a portion of each paycheck into mutual funds, guaranteed accounts, and variable annuities. There is a variety of different investment categories available depending upon your personal risk and reward desires and, over time, employees can build a substantial

Garden City Employee Handbook (Full-time Employees)

supplement to their pension plan and Social Security benefit payments. Pre-tax contributions are accomplished through payroll deduction at amounts chosen by the employee. Employees should consult the Personnel Office for more detailed information.

II-D-9: Retirement Fund Contributions

All full-time employees of the City are required to become members of the Garden City Employees Retirement System the Garden City Charter. As a member of the retirement system, you are required to contribute five percent (5%) of wages paid into an Annuity which are to be included in your final pension calculation (i.e., base annual wages, longevity, etc.). Refer to Section IV-C for detailed information on retirement benefits and requirements.

II-D-10: Cafeteria Plan Benefit Plan

Most employees, at their option, may elect to receive an semi-annual cash lump sum benefit in lieu of their Hospital/Medical/Surgical/Master Medical/Prescription benefit insurance. Employees must execute a written waiver and be a member of participating Unions to take advantage of this Plan. Employees should consult their specific labor agreement to ensure that the Cafeteria Plan Benefit is available.

Each eligible employee may participate in the program on the first day of employment. 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.

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. In this event, employees will be required to repay a pro-rated portion of the annual payment based on the number of months remaining in the calendar year. They may repay the amount due either in a lump sum or through payroll deduction.

Garden City Employee Handbook (Full-time Employees)

Chapter III

Working at the City of Garden City

These sections are designed to help you understand your basic working relationship with the City of Garden City.

III-A: U. S. Authorization to Work

All employees of the City are required by federal law to verify their authorization to work in the United States. In compliance with the law, the City prohibits discrimination in hiring, recruiting, referring for a fee, promoting or discharging based on citizenship and national origin.

III-B: Pre-employment Physical Examinations

All applicants for full-time positions must have a pre-employment physical exam and drug screen prior to starting work. The physical examination is intended to determine whether the applicant can perform the essential functions of the job with or without a reasonable accommodation. The drug screen helps determine whether the applicant uses illegal or controlled substances. The City will not hire the user of an illegal substance and may not hire the user of a controlled substance. If the screen reveals the use of a controlled substance, the applicant will be requested to provide a doctor's medical evaluation and required use of the substance that is satisfactory to the City.

III-C: Residency

All employees are required to reside within the geographical area not further than 20 miles from the nearest applicable boundary of the City of Garden City, unless specifically exempt by the terms of the 199 P.A. 212 (i.e., your spouse works for another public employer with a similar restriction). This provision does not apply to part-time or volunteer fire fighters, elected officials, or unpaid appointed officials who may be required to reside within the City limits. Employees should consult their individual labor agreement for additional information and additional entitlements, if any.

III-D: Personnel Practices

III-D-1: Your Personnel File

The City will maintain personnel records for applicants, employees and past employees in order to document employment-related decisions, evaluate and assess policies, and comply with government record keeping and reporting requirements.

Garden City Employee Handbook (Full-time Employees)

a. Contents

Your personnel file is a record keeping device that documents your employment history and your performance. The contents of your personnel file may be inspected at any reasonable time by visiting the Personnel Department (it's a good idea to call ahead). Employees may copy, but not remove, documents in the file and all inspections will be conducted in the presence of a Personnel Department staff member.

b. Privacy

For your protection, the contents of your personnel file are kept in strictest confidence and can only be accessed by authorized personnel for administrative purposes only. No part of your personnel file will be released except under the guidelines of the Bullard-Plawecki Employee Right to Know Act, MCL 423.501 et seq. as amended.

c. Personal Information

If you have a change in your home address, telephone number, marital status, number of dependents, or emergency notification data, you must complete a Change of Status form and send to the Personnel Department. This information is required for insurance and personnel file purposes. If insurance records are not kept current, it may adversely affect the payment of your medical expenses.

d. Beneficiary Designations

For your protection you should keep beneficiary designations for insurance and retirement benefits current. You may change these beneficiary designations at any time by acquiring the necessary forms from the Personnel Department.

III-D-2: Hiring

The City is an equal opportunity employer and hires individuals solely on the basis of their qualifications and ability to do the job to be filled. The City will normally try to fill job openings above entry level by promoting from within using the bid system, if qualified applicants are available. Any qualified individuals in a layoff status will also be considered. Specifics regarding this procedure are contained in the applicable collective bargaining agreement. Employees should consult their Union contract and the Personnel Office for more detailed information.

Garden City Employee Handbook (Full-time Employees)

III-D-3: Equal Employment Opportunity Policy

It is the City's policy and its managers and supervisors, that all aspects of employment are governed on the basis of equal opportunity for all. All decisions with respect to employment, including recruitment, hiring, training and development, promotion, transfer, termination, layoff, compensation, and all other conditions and privileges of employment are made in accordance with applicable federal, state, and local laws without regard to religion, race, color, national origin, sex, age, pregnancy, physical handicap, height, weight, sexual orientation or marital status. Such decisions are made solely upon the individual qualifications as related to the requirements of the position being filled. It is the responsibility of every City employee to assist in the furtherance of this policy. If you feel that you have been discriminated against in violation of this policy, you must contact the Personnel Department, your Department Director or your supervisor immediately. A confidential investigation and initiate corrective action, if warranted, will be initiated immediately.

III-D-4: Layoff and Recall

The City will attempt to avoid layoffs and, whenever possible, consider alternatives to layoff before any final decisions are made. In the event that a layoff is expected, the City will attempt to communicate information about an impending layoff as soon as possible. Specifics regarding layoffs and recall procedures are contained in the applicable collective bargaining agreement. Employees should consult their Union contract and the Personnel Office for more detailed information.

III-D-5: Discipline

City employees are expected to comply with the City's standards of behavior and performance and any non-compliance with these standards must be constructively corrected. Under normal circumstances, the City endorses a policy of progressive discipline where employees are notified of deficiencies and an opportunity to improve. Specifics regarding disciplinary actions are contained in the applicable collective bargaining agreement. Employees should consult their Union contract and the Personnel Office for more detailed information. This provision does not affect the "at will" status of those employees who are so employed.

Garden City Employee Handbook (Full-time Employees)

III-E: Pay Practices

III-E-1: Time Sheets

All employees must fill out either daily, weekly, or monthly time sheets as a record of hours worked except Police Department employees where time sheets are completed by supervisory personnel. Accurate time sheets are mandatory. Paychecks will not be issued until time sheets are up to date. According to federal and state law, we must keep a permanent record of all your time worked. Your time sheet is your bill to us for the work you have done. To be paid, your supervisor must submit a time sheet reporting your hours at the end of each pay period. You are responsible for insuring that the time shown on the sheet is correct. Your supervisor will approve the time sheet, sign it and submit it to the office for processing. If you have questions regarding your time sheet, consult your supervisor for assistance. If you submit false information on a time sheet, fill out or change another employee's time sheet, or have another employee fill out or change your time sheet, you will be subject to disciplinary action up to and including termination of employment.

III-E-2: Time Clock Procedures

Employees who are required to use the time clock systems. Time is generally recorded and paid in 60 minute (1 hour), 30 minute (1/2 hour) or 15 minute (1/4 hour) increments. The affected personnel must punch in at the beginning of their scheduled work period and must punch out at the end of their scheduled work period. Employees may only punch in their own time card. If an employee fails to punch in or out for a valid reason, the supervisor may sign him/her in or out. However, the Payroll Department will closely monitor such situations. Frequently missed punches may lead to corrective action. Employees will be required to punch in and out for lunch unless they are in route on City business. In that instance, writing in for lunchtime will be required and signed by the supervisor.

III-E-3: Work Schedules

All departments will have scheduled hours. Every employee is expected to start work promptly at his or her regular scheduled time. Employees subject to recall during off-duty hours or whose positions require them to be "contactable" should ensure that they keep their supervisors apprised of their current phone numbers.

Garden City Employee Handbook (Full-time Employees)

III-E-4: Late Starts

The City will designate start times for each of its employees. Employees are expected to be at their workstation by that designated time. Each time an employee is not ready to work at the designated start time it is considered a late start. If an hourly employee is late to work, his/her time will be adjusted in 15 minute (one quarter hour) increments. Employees who are repeatedly late may be subject to disciplinary action up to and including discharge.

III-E-5: W-2 Form

At the end of each calendar year, you will receive a W-2 form. If you are no longer employed you, it will be mailed to the address on your Personnel file. The form shows your total gross pay for the calendar year and the taxes deducted from it. If you move, you must notify the City Personnel Office in December of your new address. This will eliminate the delay or non-delivery of your W-2 forms. The City files these forms with the IRS. You will receive copies to file with your income tax forms and your personal records.

III-F: Productive Work Environment

III-F-1: General

It is the City's policy to promote a productive work environment and not tolerate verbal or physical conduct by any employee that harasses, disrupts or interferes with another's work performance or that creates an intimidating, offensive or hostile environment.

III-F-2: Employee Responsibility

All employees are expected to maintain a productive work environment that is free from harassing and disruptive activity. It is the responsibility of every City employee to assist in the furtherance of this policy. If you feel that you have experienced or been witness to behavior contrary to this policy, you must contact the Personnel Department, your Department Director or your supervisor immediately. A confidential investigation and initiate corrective action, if warranted, will be initiated immediately.

Garden City Employee Handbook (Full-time Employees)

III-G: Employee Harassment

III-G-1: Harassment Policy

The City is committed to a work environment in which all individuals are treated with dignity and respect. Each individual has the right to work in a professional atmosphere that promotes equal opportunities and prohibits discriminatory practices, including sexual harassment. Therefore, the City expects that all relationships among employees will be business-like and free of bias, prejudice and harassment. The City fully supports and complies with the laws, which are enacted to protect and safeguard the rights and opportunities of all people to seek, obtain and hold employment without harassment or discrimination in any form. **THIS IS A ZERO TOLERANCE POLICY.**

III-G-2: Retaliation

The City encourages reporting of all perceived incidents of discrimination or harassment. It is the City's policy to investigate such reports. In addition, the City prohibits retaliation against any individual who reports discrimination or harassment or participates in the investigation of such reports. Any employee who is found to have taken actions determined to be retaliatory in nature against a complainant, will be subjected to immediate discipline up to and including immediate discharge. Any employee who believes that they were retaliated against for exercising his or her rights under this policy, should immediately file a complaint with the Director of Personnel.

III-G-3: Definition of Sexual Harassment

Sexual harassment constitutes discrimination and is illegal under federal, state and local laws. Sexual harassment is defined as an unwelcome sexual advance, request for sexual favors, and other verbal or physical conduct of a sexual nature when:

- a. Submission to such conduct is made either explicitly or implicitly a condition of an individual's employment.
- b. Submission to or rejection of such conduct by an individual is used as a basis for employment decisions affecting such individual.
- c. Such conduct has the purpose or effect of substantially interfering with an individual's work performance or creates an intimidating, hostile or offensive work environment.

Garden City Employee Handbook (Full-time Employees)

III-G-4: Examples of Sexual Harassment

Any harassment that violates State or federal law will be unacceptable. Examples of harassment include:

- a. Making derogatory comments, insults, suggestive remarks or jokes based on a person's sex.
- b. Display of photographs, cartoons or drawings that would be offensive to a reasonable person.
- c. Conduct which, when viewed by a reasonable person, would have the purpose or effect of degrading or creating a intimidating, hostile or offensive work environment.
- d. Propositions or requests for sexual favors.
- e. Physical conduct of a sexual nature.
- f. Stating or implying that deficient job performance is attributable to a person's gender.
- g. Possession (while on City property or while working) of materials of any kind, such as magazines, calendars, etc. which are degrading to an individual or group on the basis of sex (or any other protected characteristic).
- h. The giving of unsolicited or inappropriate personal gifts (lingerie, books, or any gift inappropriate in nature).
- i. Offensive e-mail or voice-mail messages.
- j. Any other conduct deemed inappropriate by the City.

III-G-5: Individuals and Conduct Covered

These policies apply to all applicants and employees, whether related to conduct engaged in by fellow employees or someone not directly connected to the City of Garden City, such as an outside vendor, consultant or customer. Conduct prohibited by these policies is unacceptable in the workplace and in any work-related setting outside the workplace, such as during business trips, business meetings and business-related social events.

Garden City Employee Handbook (Full-time Employees)

III-G-6: Reporting an Incident of Harassment

The City encourages reporting of all perceived incidents of discrimination, harassment or retaliation, regardless of the offender's identity or position. Employees who believe that they have been the subject of such conduct should discuss their concerns with their immediate supervisor, their Department Director, any member of management or the Personnel Department. In addition, the City encourages employees who believe they are being subjected to such conduct to promptly advise the offender that his or her behavior is unwelcome and request that it stop. Often this action alone will resolve the problem. The City also recognizes, however, that an individual may prefer to pursue the matter through a complaint procedure.

III-G-7: Complaint Procedure

a. Where to Report

Any employee who believes she or he has been the subject of harassment should report the alleged act immediately to the employee's supervisor or Department Director, the next level of supervision or to the Director of Personnel. If a complaint involves a manager or a supervisor, the complaint should be filed directly with the next level of management or the Director of Personnel. The report should be made within three (3) days of the occurrence. Supervisors and Department Directors receiving reports should immediately notify the next level of their supervision AND the Director of Personnel.

b. Confidentiality

All complaints will be handled in a timely and confidential manner. Confidentiality will be maintained throughout the investigation process to the extent possible. No one involved will be permitted to discuss the subject outside the investigation. The purpose of this provision is to protect the confidentiality of the employee who files the complaint, to encourage the reporting of any incidents of harassment and to protect the reputation of any employee wrongfully charged with harassment.

Garden City Employee Handbook (Full-time Employees)

c. Investigation

Investigations of a complaint are **MANDATORY** in **EVERY** instance, will begin immediately, and will normally include conferring with the parties involved and any unnamed or apparent witnesses. Employees will be protected from coercion, intimidation, retaliation, interference or discrimination for filing a complaint or assisting in an investigation. .

d. Result

If the investigation reveals that a complaint is valid, prompt corrective and disciplinary action or up to and including discharge, as deemed appropriate under the circumstances, will be taken to remedy the situation. Further steps will also be taken, if necessary, to discourage or prevent future reoccurrences.

e. False Reports

If an investigation of the complaint of harassment or unlawful discrimination reveals that the complaint was frivolous or not made in good faith or that an employee has provided false information regarding the complaint, disciplinary action up to and including discharge may be taken against the individual who filed the complaint or who gave the false information.

III-H: Violence and Weapons in the Workplace

The City is very concerned with the safety and security of employees and is required to provide a safe and healthy workplace.

II-H-1: Violence Policy

The City will not tolerate threats, threatening behavior or acts of violence against or by employees, vendors, customers, visitors or other individuals by anyone on the City's property or at a client or resident's site. **THIS IS A ZERO TOLERANCE POLICY.**

III-H-2: Weapons in the Workplace Policy

The City prohibits all persons who enter City property from carrying a handgun, firearm or prohibited weapon of any kind onto the property regardless of whether the person is licensed to carry the weapon or not.

Garden City Employee Handbook (Full-time Employees)

This applies to all City employees, contract, part-time, provisional, seasonal and temporary employees, and visitors on City property. The only exceptions to this policy are law enforcement officers. This policy also prohibits weapons at any City sponsored functions such as parties or picnics. **THIS IS A ZERO TOLERANCE POLICY.**

III-H-3: Examples Violence Policy Violations

The following list, while not inclusive, provides examples of conduct that is unacceptable.

- a. Causing physical injury to another person.
- b. Making threatening remarks or notes.
- c. Aggressive or hostile behavior that creates a reasonable fear of injury to another person.
- d. Intentionally damaging or abusing City property or property of another employee.
- e. Possessing a weapon or firearm, **WITH OR WITHOUT A CONCEALED WEAPON PERMIT** while on City property, at City sponsored events or while on City business. Only Police Officers are excluded.

III-H-4: Reporting Procedures

Any potentially dangerous situation must be reported immediately to a supervisor, Department Director or the Personnel Department. Reports can be made anonymously and all reported incidents will be investigated. Reports or incidents warranting confidentiality will be handled appropriately and information will be disclosed to others only on a need-to-know basis. The City will actively intervene at any indication of a possibly hostile or violent situation. Supervisors and Department Directors should immediately consult the Director of Personnel, the Chief of Police and/or the City Manager prior to taking action on a report.

III-H-5: Risk Reduction Measures

While we do not expect employees to be skilled at identifying potentially dangerous persons, we need your help to maintain a safe and healthy working environment. Employees are expected to inform the Personnel Department, their supervisor or Department Director if any employee,

Garden City Employee Handbook (Full-time Employees)

vendor, customer or guest exhibits behavior that could be a sign of a potentially dangerous or violent situation. Such behavior includes:

- a. Discussing or apparent preoccupation with weapons (except for lawful hunting and target practice related discussions).
- b. Displaying overt signs of extreme stress, resentment, hostility or anger.
- c. Making threatening remarks.
- d. Sudden or significant deterioration of performance.
- e. Displaying irrational or inappropriate behavior.

III-H-6: Policy Violations

Violations of this policy may lead to disciplinary action up to and including discharge.

III-I: Customer Relations

All employees are expected to be customer and service-oriented. Employees should treat customers in a courteous and respectful manner at all times.

III-I-1: Telephone

Employees should be polite and thoughtful when using the telephone. A positive contact with a customer can enhance goodwill, while a negative can destroy a valuable relationship. Telephones should be answered with the name of the Department and the employee's name. Avoid placing customers on hold for any longer than necessary. Ensure messages are taken accurately and passed on immediately. Return calls should be placed as soon as possible.

III-I-2: Customer Complaints

Employees should listen carefully to customer complaints and deal with them in a helpful, professional manner. If a controversy arises, the employee should explain City policy or procedures respectfully and clearly. Customers who become unreasonable should be referred to a Supervisor or Department Director. Employees are not expected to tolerate abusive, vulgar or threatening behavior. Customers who display such behavior should politely be asked to leave. If they persist, contact the Police Department.

Garden City Employee Handbook (Full-time Employees)

III-J: Ethics and Conflicts of Interest

III-J-1: Employee Ethics

All employees are expected to conduct themselves honestly, ethically and with integrity at all times. In addition, employees should demonstrate through both their words and actions on the job, support for the City's policies, procedures and programs.

III-J-2: Employee Privacy

In order to maintain both employee privacy and protect the City's liability, there is a strict policy against divulging any personal information without written authorization from the employee. Any employee receiving a request for personal information from ANY outside source should refer the request to the Personnel Office. Employees should also be aware that providing such information, without approval of the affected employee, could subject the City and/or the person providing the unauthorized information to legal liability exposure.

Information that **may be** provided is limited to employment specifics like business phone, business address, position/job title, position/job responsibilities, date employed, scheduled work hours and the name of an employee's supervisor.

Information that **SHOULD NOT** be given out includes (but is not limited to), home address, home phone number(s), family information, social security number, wages/earnings, medical information and any other information of a personal/private nature. Requests for personal information (like a home phone number) between City employees for an official/work related (or personal co-worker) purpose is permissible. However, anyone providing such information should be certain of whom they are giving the information to, and for what reason, especially over the phone. Any questions regarding this matter should be directed to the Personnel Office.

III-J-3: Conflicts of Interest

A conflict of interest exists when an employee has a relationship with an entity or another individual that may affect the employee's ability to make decisions that are in the best interest of the City of Garden City. It is the responsibility of each employee to avoid any potential or actual conflicts of interest as well as the appearance of impropriety.

Garden City Employee Handbook (Full-time Employees)

III-K: Attendance and Punctuality

Employees are expected to report to work punctually and work all scheduled hours and any required overtime. Excessive tardiness and poor attendance disrupts the work flow, burdens co-workers with extra tasks, lowers morale, increases required overtime, as well as affects the quality of services provided.

III-K-1: Work hours

Supervisors should notify employees of their starting, ending and break times. Employees must report to their work site, ready to work at the required time/days in a punctual manner, in the proper attire, with any required safety equipment and/or tools.

III-K-2: Tardiness

Adequate advance notice should be provided to the supervisor whenever possible for tardiness or absence. Employees are expected to notify their supervisor as far in advance as possible whenever they are unable to report to work at their regular scheduled time. Employees must report to their supervisor if reporting tardy, providing a reasonable explanation of the circumstances attributing to their tardiness. Unauthorized or excessive tardiness may result in disciplinary action up to and including discharge.

III-K-3: Unauthorized or excessive absences

Employees who are absent for three consecutive days without giving proper notice to the City will be considered as having voluntarily quit. At that time, the Personnel Department will formally note the termination and advise the employee of the action by certified mail to the employee's last known address.

III-L: Meals

III-L-1: Full-time employees

Full-time employees are normally allowed a meal break near the middle of their workday. Normally, meal breaks will be between thirty and sixty minutes, depending on the applicable collective bargaining agreement and the character of the work project. Supervisors are responsible for balancing workloads and scheduling meal breaks and should take into consideration the workload, the nature of the job being performed and the degree of work urgency. Employees who leave the workplace during their meal break should check out when leaving and check in when returning.

Garden City Employee Handbook (Full-time Employees)

Employees should consult their specific labor agreement for more information.

III-L-2: Part-time employees

Part-time employees scheduled to work more than five consecutive hours during any workday will receive a meal break of the same duration as full-time employees.

III-M: Dress, Appearance and Hygiene

III-M-1: General

All employees should maintain and present themselves in such a manner that their hygiene and general personal appearance conforms to the Garden City standards. Common sense and professional pride should dictate your daily attire. City employees must always be appropriately groomed, neatly dressed and present a professional appearance. Due to differing business needs, some managers may require specific dress codes in particular settings or under certain circumstances. Any time there is a question as to the appropriate dress in a situation, revert to traditional business dress. Department Directors and/or supervisors will be responsible for determining appropriateness of attire and shall be responsible for pointing out inappropriateness to employees, if necessary.

III-M-2: Office and Clerical Personnel

The City has a "business casual" dress code. Because the City is in the business of serving customers, it is important to maintain an excellent public image. Employees are expected and required to dress in a manner suitable to the work they are performing, always recognizing that the goal is to present a professional, business appearance and work environment. The following guidelines will clarify acceptable business appearance:

a. Acceptable Attire

- (1) Blazers/sport coats/suits.
- (2) Dress slacks.
- (3) Khakis/docker style slacks.
- (4) Business style shirt/blouse.

Garden City Employee Handbook (Full-time Employees)

- (5) Dresses/skirts (appropriate cut and length for business environment).
- (6) Sweaters.
- (7) Polo/Golf Shirts
- (8) City Logo apparel.
- (9) Loafers/dress shoes/flats/dress boots/dress sandals.

b. Unacceptable Attire

- (1) Provocative/Sexy dresses/evening dresses or gowns/mini or excessively short skirts/or any sheer (see-through) materials/low cut–front or back-dresses, shirts, blouses, sweaters.
- (2) Form fitting stretch clothing (spandex, etc.).
- (3) Sweat pants/sweat suits/jogging suits/warm-up suits/fleece.
- (4) Wool/flannel shirts.
- (5) Jeans (any type or color).
- (6) Denim clothing (any type or color).
- (7) Tank tops/halter tops/low cut tops/cropped tops/tube tops.
- (8) T-shirts/sweat shirts
- (9) Hats/caps/sweat bands/bandanas Shorts (part-time recreation/other outdoor personnel may be exempted, however, employees should check with their supervisor first).
- (10) Skorts.
- (11) Beach sandals/athletic shoes/sneakers/canvas shoes/hiking boots/work boots.
- (12) Torn, worn and frayed clothing
- (13) Clothing with inappropriate logos or verbiage, offensive or subjectable language or in poor taste.

Garden City Employee Handbook (Full-time Employees)

III-M-3: Maintenance Personnel

a. General

Maintenance employees are provided with uniforms. It is expected that uniforms and outer garments, when provided, will be worn at all times while on duty. Appropriate work shoes/boots must be worn at all times. All attire and outer garments, if not provided, will not contain offensive or subjectable language. All garments will be neat, clean and presentable at the beginning of their shifts. (See Section II-B).

b. Safety Equipment

Safety equipment must conform to all safety requirements. It is required that employees will wear safety equipment, such as work boots, eye protection, etc. during performance of their duties as required to meet safety requirements.

c. Unacceptable Attire

- (1) Form fitting stretch clothing (spandex, etc.)
- (2) Sweat pants/sweat suits/jogging suits/warm-up suits
- (3) Tank tops/sleeveless shirts/crop tops
- (4) Shorts (exception: as defined by DPS Director as part of the summer uniform)
- (5) Sandals/athletic shoes/sneakers/canvas shoes
- (6) Torn, worn and frayed clothing
- (7) Clothing with inappropriate logos or verbiage, offensive or subjectable language or in poor taste

III-N: Smoking

The City complies with all applicable federal, state and local regulations regarding smoking in the workplace to provide a work environment that promotes productivity and the well being of all employees. Smoking is prohibited in all City facilities except for areas where it is specifically authorized. The Director of Personnel is responsible for implementing and monitoring smoking regulations and supervisors are expected to enforce the regulations. This policy applies to all employees during working time and to customers and visitors while on the City premises.

Garden City Employee Handbook (Full-time Employees)

III-O: Gambling

Gambling on City property is prohibited. This policy applies to all employees during working time and to customers and visitors while on the City premises.

III-P: Alcohol, Drugs and Narcotics

The City has a strong commitment to its employees to provide an alcohol a drug-free working environment. It is equally obligated to its administration, citizens, customers, local businesses and the public to operate its business safely and prudently.

III-P-1. Alcohol

Any employee except Police Officers in the discharge of their duty who is found drinking alcoholic beverages or who is under the influence of alcohol during work hours is subject to discipline up to and including discharge. An employee who reports to work and appears to be under the influence of alcohol will be taken to the Garden City Police Department for a preliminary blood test (PBT). If the test is positive, the employee will be suspended, pending appropriate disciplinary action.

III-P-2: Drugs and Illegal Narcotics

Any employee, except Police Officers in the discharge of their duty, that is found selling or possessing illegal drugs on City property is subject to discipline up to and including discharge. Any employee who is found using illegal drugs on City property is subject to discipline up to an including discharge.

III-P-3: Drug Testing/Screening

Employees, except Police Department employees whose collective bargaining agreement sets forth when drug tests will be administered, may be asked to take a test at any time to determine the presence of drugs or narcotics. Positive tests or a refusal to consent to a random drug test will result in discipline up to an including discharge. Tests are paid for by the City are the property of the City and the examination records will be treated as confidential and held in separate medical files. The pre-employment physical examination given to each new employee includes a drug screen.

III-P-4: Commercial Driver's License (CDL)

Employees holding CDL's are also subject to the more stringent requirements and regulations of the Federal Highway Administration,

Garden City Employee Handbook (Full-time Employees)

Department of Transportation (DOT) Qualification of Drivers and Procedures for Transportation Works Drug Testing Programs. CDL employees should familiarize themselves with DOT standards and the City of Garden City Anti-drug and Alcohol Abuse Policy of February 19, 1997.

III-Q: Employee Safety

III-Q-1: General

Safety and accident prevention are very important. It is our goal to prevent personal injury to our employees and our guests. Safety however, is also a matter of individual responsibility. We are all responsible for practicing safety on a day-to-day basis. Employees are expected to comply with all safety and health requirements whether established by the City or by Federal, State or local law. To insure the safety of our employees, the City has established and enforces the following safety practices:

- a. No job is so urgent, no work so important, that employees cannot take the time to do it safely.
- b. Wear safety glasses, ear protection and other protective devices as required in shop and work areas, or as directed by your supervisor. Lifeguards and other employees who are exposed to the sun are responsible for using sunscreen protection and other appropriate protection to guard against sun related health hazards.
- c. Hard leather shoes/boots must be worn in all shop and work areas.
- d. Wear appropriate clothing for the job.
- e. Learn how to lift properly. Bend your knees and keep your back erect. Get help for heavy loads. Distribute weight evenly. Always look for an automated alternative before trying to lift or move something yourself.
- f. Make sure that safety guards and other protective devices are on power equipment when in operation.
- g. Maintain hand tools properly: do not use defective hand tools; make sure that all power tools and other electrical devices are properly grounded before using.
- h. Each employee is responsible for keeping his or her work area neat and orderly. All debris must be put in waste cans. Walkways must be kept clear at all times.

Garden City Employee Handbook (Full-time Employees)

- i. Extreme caution must be used at all times when operating vehicles and seat belts must be worn at all times when operating City vehicles.
- j. Report unsafe working conditions immediately to your supervisor.
- k. With all the health risks inherent in coming into contact with blood-borne pathogens and bodily fluids, if someone is bleeding and they cannot help themselves, call 911. Untrained and unequipped employees should not attempt to provide first aid in cases of bleeding.

III-R: Use of City Facilities

No employees may be permitted to use or permit the use of City owned vehicles, equipment, materials, property or any City facility for profit. The use of small hand tools and other portable equipment for personal convenience is subject to written approval by a Department Director and/or the conditions of the DPS Tool Lending Program.

III-S: Use of Communications Systems

III-S-1: Telephones, Cell Phones. Radios

The telephones throughout City facilities are essential to conducting City business. Employees should avoid using City communications services and equipment (telephones, cell phones, beepers, radios, etc.) for personal purposes except in emergencies or when extenuating services warrant it. When personal use is unavoidable and charges against the City are incurred, employees are responsible for such charges. When using City communications equipment for City business, employees should be aware of charges and consider cost and efficiency when choosing the proper vehicle for each business communication.

III-S-2: Mail

The City's postage machine is for City business use only. Employees may send out personal mail using City facilities only if the proper postage is already applied at the employee's expense. Specific procedures and schedules associated with sealing, packaging, picking up and posting City mail is under the purview of the City Clerk.

III-S-2: Office Automation Equipment

These tools allow employees to be more productive. Under certain circumstances, office automation equipment can create liability exposure for the City. Accordingly, employees should use voice mail, copy machines

Garden City Employee Handbook (Full-time Employees)

and fax machines for work related purposes only. Inappropriate material should never make its way to any of these devices. The memories of fax and copy machines (if so equipped) should be cleared periodically. Voice mail messages should be promptly deleted after they have served their purpose.

III-S-3: Computers

City computers, their software and associated peripherals are the property of the City and are to be used for work related purposes. The City reserves the right to monitor all e-mail messages and attachments, sent or received.

a. Software

Only software purchased with City funds are authorized for use on City computers and must be installed only by authorized personnel. Permission from the City Clerk or from the Police Department systems administrator for Police Department computers must be obtained prior to downloading any software, including "freeware." This includes, but is not limited to, screen savers and "wall paper." Employees should direct any questions to the City Clerk.

b. E-mail and the Internet

The purpose of the electronic mail (e-mail) system and the Internet is to assist the employees with the day-to-day conduct of City business. The e-mail system is the property of the City. Users of the e-mail system are to use the system as an alternative to written documents for formal communication. E-mail messages composed or received in this system may be considered City records, depending on their content, and therefore may be subject to Freedom of Information Act (FOIA) requests and other legal disclosures. **THERE SHOULD BE NO EXPECTATION OF PRIVACY ON THE PART OF THE USER.** The City reserves the right to amend this rule as necessary and at any time. Prohibited uses include, but are not limited to the following. (This does not apply to legitimate investigations conducted by the Police Department).

- (1) Using e-mail or the Internet for any purpose that violates State and Federal laws.
- (2) Using e-mail or the Internet in a way that violates copyright laws.
- (3) Using e-mail or the Internet to circumvent the Open Meetings

Garden City Employee Handbook (Full-time Employees)

Act, Freedom of Information Act (FOIA), or Rules of Discovery and Subpoenas.

- (4) Misrepresenting one's identity to compose or intercept messages.
- (5) Revealing your e-mail/Internet/internal network password to another person except the System Administrator.
- (6) Using e-mail or the Internet for commercial purposes other than the business of the City of Garden City.
- (7) Using e-mail or the Internet for lobbying purposes.
- (8) Creating offensive or malicious messages. These would include but not be limited to messages, which contain profanity, sexually explicit content, race, national origin, or gender specific comments, threats, or harassment.
- (9) Downloading or uploading of files, which contain or depict profanity, sexually explicit content, race, national origin or gender specific comments, threats, or harassment. The browsing of web sites, FTP, or Telnet sites displaying such material is prohibited.
- (10) Visiting non-work related chat rooms during business hours.
- (11) Publishing, posting, or editing items unrelated to City business.
- (12) Using the Internet to purchase or sell personal goods or services.
- (13) Using the Internet to display or submit indecent, immoral, or illegal material.
- (14) Using the e-mail system or Internet for gambling, betting pools, or investment clubs.
- (15) Chain letters.
- (16) Intentional damage or interference with others. For example, hacking and distributing viruses.
- (17) Engaging in any e-mail activities, which could create a liability for the City of Garden City.

Garden City Employee Handbook (Full-time Employees)

c. Records Retention

For the purposes of records retention, e-mail and computer documents are subject to the same retention schedule applicable to the City's paper file and documents. All e-mails are to be deleted once they cease to serve any purpose. The City Clerk's office and Police Department Records Bureau are responsible for maintaining the Police Departments records retention and disposal schedule. Questions should be directed toward the City Clerk's office or Police Department.

d. Abuses or policy violations

Employees found in violation of this policy will be subjected to progressive discipline as outlined in the applicable collective bargaining agreement.

Garden City Employee Handbook (Full-time Employees)

Chapter IV

Leaving the City's Employment

Every employee will leave the City's employment for one reason or another. The following sections provide an overview of the issues associated with each separation category.

IV-A: Voluntary Resignation

If you decide to resign from our employment, we request that you provide a minimum of two weeks written notice to your supervisor and the Personnel Department and work the two weeks until your termination date. Any outstanding financial obligations or accrued compensation will be deducted or added to the final check. Future benefits are forfeited unless you are age 50 or older and have 10 years of credited service, in which case you are eligible for deferred retirement. Your accumulated retirement fund contributions will be refunded.

IV-B: Involuntary Termination

Involuntary termination occurs when an employee is discharged from his or her employment. Specifics regarding the disciplinary actions leading to an involuntary separation and grievance procedures are contained in the applicable collective bargaining agreement. Employees should consult their Union contract and the Personnel Office for more detailed information. Future benefits are forfeited unless you are age 50 or older and have 10 years of credited service, in which case you are eligible for deferred retirement. Your accumulated retirement fund contributions will be refunded.

IV-C: Retirement

All full-time employees of the City are required to become members of the Garden City Employees Retirement System as established by Article XIV of the Garden City Charter. As a member of the retirement system, you are required to contribute five percent (5%) of wages paid which are to be included in your final pension calculation (i.e., base annual wages, longevity, etc.). Specific wages used for pension calculation purposes are defined in each respective collective bargaining agreement. Specifics regarding the retirement computations, entitlements and procedures are contained in the applicable collective bargaining agreement. Employees should consult their Union contract and the Personnel Office for more detailed information.

IV-C-1: Eligibility

Employees are eligible for retirement benefits at any time after they have met the minimum service and/or age requirements.

Garden City Employee Handbook (Full-time Employees)

a. Regular retirement

Generally, employees age 55 with 25 or more years of service or age 60 with 10 or more years of service are eligible to retire. Police officers and firemen are eligible for retirement at any age after serving 25 years of service or age 55 with 10 years of service. Employees should consult their Union contract and the Personnel Office for more detailed information.

b. Deferred retirement

All employees who leave at age 50 or older and prior to age 60 with 10 or more years of credited service, are eligible for deferred retirement which is payable at age 65. Employees should consult their Union contract and the Personnel Office for more detailed information.

IV-C-2: Retirement Benefit

The amount of your retirement benefit is based on your wages and creditable service while working for the City. The amount is equal to the sum of either 2% (for Ordinance Employees) or 2.5% (for all others) of your Final Average Compensation (FAC) multiplied by your credited service up to 25 years, plus 1.0 percent for each year in excess of 25 years of service.

IV-C-3: Final Average Compensation (FAC)

Generally, the FAC is computed by averaging your salary plus other earnings for your highest 3, 4 or 5 years, depending on your collective bargaining agreement. Employees should consult their Union contract and the Personnel Office for more detailed information.

IV-C-4: Retirement Benefit Payment Options

Benefit payment options are consistent across all collective bargaining agreements. The only exception is the Pop-up option is not available to Ordinance employees. Employees should consult their Union contract and the Personnel Office for more detailed information.

a. Regular "Straight Life"

This monthly benefit continues for your lifetime and is payable only to the member of the retirement system. If you die before you have received your total monthly benefits equal to your accumulated

Garden City Employee Handbook (Full-time Employees)

contributions, the difference between your contributions and the total benefits paid will be distributed to your beneficiary or estate. Under this plan, there is no monthly benefit for your spouse or dependents upon your death.

b. Option A – 100% Joint and Survivor

This option provides a reduced monthly benefit for life. Upon your death, your designated beneficiary will continue to receive the same monthly amount for life.

c. Option B – 50% Joint and Survivor

Under this option you will receive a reduced monthly benefit for life. Upon your death, your designated beneficiary will continue to receive 50% of your reduced benefit for life.

d. Pop-Up Option

This option can be elected in conjunction with Option A or B. With this pop-up option, an additional reduction factor is applied to your Option A or B amount. This amount is paid to you for your life with a continuing benefit (either at 100% or 50% based upon your election of Option A or B) to your designated beneficiary. If the designated beneficiary should pre-decease the employee, the reduced benefit will “pop-up” to the regular straight life amount which will be paid until death.

IV-C-5: Retirement Applications

Applications for regular retirement benefits should be filed at least two weeks before your retirement date with the Personnel Department. You will be advised of the amounts payable under the various types of plans and be required to submit your final, benefit choice and your designated beneficiary. The Garden City Employees Retirement Board must approve all retirement requests.

IV-C-6: Annual Adjustment

All employees, except those who retire under the ordinance, receiving a monthly pension benefit will receive an annual adjustment each July 1

Garden City Employee Handbook (Full-time Employees)

(employees must be retired for at least one year on July 1 to receive their first annual adjustment). The amount of the increase each year will be 2% of the June 30th monthly pension amount. This annual adjustment will also be paid to surviving beneficiaries based on the election of Option A (100%) or Option B (50%).

IV-C-7: Retirement Medical Benefits

Each retiree is provided with full family coverage under Michigan Blue Cross/Blue Shield Insurance Plan. The specifics of coverage vary, depending on the date of employment and the applicable collective bargaining agreement. Employees should consult their Union contract and/or the Personnel Office for more detailed information.

IV-C-8: Disability Retirement

Benefits may be payable to a member who becomes disabled before retirement. Eligibility and the amount of the benefit depend on whether the disability occurred in the line of duty or as a result of an injury or illness that is permanently disabling. Duty disabilities resulting from your employment entitle you to a disability retirement benefit based upon specific language in your collective bargaining agreement. If your disability is not the result of your employment, you may be eligible for benefits if you have one (1) or more years of credited service. Employees should consult their Union contract and the Personnel Office for more detailed information.

IV-C-9: Purchase of Military and CETA Time

Some employees may purchase time served in the military or CETA for credit toward their retirement creditable service. Conditions and amounts are variable and depend on the applicable collective bargaining agreement. Employees should consult their Union contract and the Personnel Office for more detailed information.

IV-C-10: Social Security and Pension

During your service with the City you are also covered by Social Security. Benefits provided by Social Security are separate from any benefit provided by the City retirement system. There is no reduction in your pension payment when you become eligible for social security benefits. However,

Garden City Employee Handbook (Full-time Employees)

upon eligibility for social security benefits, you must apply and subscribe to Medicare Part A and Part B for any health benefits you may qualify for to be beneficial.

IV-D: Annuity Withdrawal

Employee contributions and applicable interest are credited to an individual account in the Retirement System while employed. Benefits are financed by these contributions, the city's contributions and interest earned on investments. The annuity withdrawal option allows withdrawal of accumulated contributions from your individual retirement account at retirement with a reduction (based on contribution amount, employee age, the mortality and the interest rate) in your monthly benefit amount. Annuity withdrawal is available to any employee terminating their employment with the City, for any reason. Retiring employees should carefully consider the tax ramifications of this option. Employees should consult their Union contract and the Personnel Office for more detailed information.

IV-E: Termination of Benefits

Health care, dental care, optical and insurance benefits terminate on the last day of the month in which the employee was terminated or resigned. Employees who are laid-off will have insurance coverage for 90 days (1 year for disability) after the date of lay-off.

IV-F: COBRA Notification

THIS IS YOUR COBRA NOTIFICATION

IV-F-1: General

The Consolidated Omnibus Budget Reconciliation Act (COBRA) was enacted in 1986 and requires the City (as well as most other employers) to offer coverage in their group health plan to certain former employees and their families. COBRA is the opportunity for a temporary extension of health plan coverage (continuation coverage) at group rates at the employee's expense. This notice is intended to inform you, in a summary fashion, of your rights and obligations under the continuation coverage provisions of the law. **YOU, YOUR SPOUSE AND YOUR DEPENDENTS SHOULD TAKE THE TIME TO READ THIS NOTICE CAREFULLY.**

IV-F-2: Description

As an employee of the City of Garden City, covered by the City's Employee Health Benefit Plan, you have the right to choose continuation coverage if you lose your group health coverage because of a reduction in your hours

Garden City Employee Handbook (Full-time Employees)

of employment or the termination of your employment for reasons other than gross misconduct on your part.

IV-F-3: Spouse

Your spouse, if covered by the City's Employee Health Benefit Plan, has the right to choose continuation coverage for his/her own benefit if he/she loses group health coverage for any of the following four reasons:

- a. Your death
- b. Reduction in your hours of employment or the termination of your employment for reasons other than gross misconduct on your part;
- c. Divorce or legal separation from you; or
- d. You become eligible for Medicare.

IV-F-4: Children

Your dependent child has the right to choose continuation coverage for his/her own benefit if he/she loses group health coverage for any of the following five reasons:

- a. Your death,
- b. Reduction in your hours of employment or the termination of your employment for reasons other than gross misconduct on your part;
- c. Your divorce or legal separation;
- d. You become eligible for Medicare;
- e. Your dependent ceases to be a "dependent child" as defined under the City's Employee Health Benefit Plan.

IV-F-5: Employee Responsibility

You and your covered dependents have the responsibility to inform the Personnel Department of a divorce, legal separation, or a child losing dependent status under the Plan. When the Personnel Department is notified that one of these events has happened, it will in turn notify you or the appropriate dependent of his/her right to continuation coverage. Under the law you and/or your dependent has at least sixty days from the date you receive notification to elect coverage.

Garden City Employee Handbook (Full-time Employees)

IV-F-6: COBRA Coverage

- a. If you choose **not to** continue coverage, your group health insurance coverage will end and described in Section IV-E of this Handbook.
- b. You or your dependent(s) may choose to remain covered under your current benefit plan for up to 18 months or, under certain circumstances, up to 36 months. A child born to or placed for adoption with a COBRA continuee is also eligible for coverage. It is the responsibility of the COBRA continuee to notify the Personnel Office of the birth or adoption. The new parent may add the new child to the policy; if the new parent has individual coverage under the policy he/she may elect family coverage. You do not have to show that you are insurable to choose continuation coverage.
- c. If the Social Security Administration determines that a COBRA continuee was disabled any time during the first sixty days of the continuation coverage and the COBRA continuee informs the coverage carrier before the end of the 18 month period, then the period of continuation coverage **for the disabled person** may be extended for up to 29 months.
- d. In no case will the covered person, or his/her dependents receive more than 36 months of continued coverage

IV-F-6: Cost

COBRA coverage cost is the monthly charge imposed on the City by group health insurance. The City does not send monthly bills for COBRA payments. Continuees must mail or drop off payments to the Personnel Office by the 15th of each month.

IV-F-7. COBRA Terminations

- a. The City no longer provides group health coverage to any of its employees,
- b. The premium for continuation coverage is not paid.
- c. The COBRA continuee becomes covered under another group health plan that does not include a pre-existing conditions clause applicable to the COBRA continuee,
- d. The COBRA continuee becomes eligible for Medicare.