

# **AGREEMENT**

BETWEEN

**CITY OF GARDEN CITY**

and

**Garden City**

**Supervisory and Professional Personnel Association**

**(GCSPPA)**

**Effective**

**July 1, 2014 – June 30, 2020**

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## **AGREEMENT**

THIS AGREEMENT entered into this 4/27/2017 by and between the City of Garden City, a Michigan Municipal Corporation (hereinafter referred to as EMPLOYER) and the Garden City Supervisory and Professional Personnel Association (hereinafter referred to as the ASSOCIATION).

### **PURPOSE AND INTENT**

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

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

### **ARTICLE I - RECOGNITION**

#### **Section 1 - Recognition**

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

#### **Section 2 - Gender Clause**

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

#### **Section 3 – Payroll Deduction of Dues**

All members of the Association may execute payroll deduction authorization cards therefore, the provisions of which must conform to the legal requirements imposed by the State Law. The Employer agrees to deduct from the first paycheck of each month the regular monthly dues in the amounts certified to the Employer by the Treasurer of the Association and to remit to the Association within fifteen (15) calendar days thereafter.

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

## **ARTICLE II - MANAGEMENT RIGHTS**

### **Section 1 - Management Rights**

The Association recognizes that, except as specifically limited or abrogated by the terms and provisions of this Agreement, all rights to manage, direct and supervise the operations of the general administration of the City and all the administrative functions of the various city departments and the professional/supervisory/administrative employees therein are vested solely and exclusively in the Employer.

## **ARTICLE III - GRIEVANCE PROCEDURES**

### **Section 1 – Discipline/Termination Procedures**

All disciplinary actions and termination of employment concerning members of the Association shall be conducted in conformity with the current Garden City Personnel Policy and this collective bargaining agreement.

### **Section 2 – Grievance Procedure**

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

**FIRST STEP:** Supervisor - An Association member or group of members who have a grievance must submit the complaint orally to the lowest level of supervision having jurisdiction within five (5) working days after the occurrence of the event. If the grievance is not satisfactorily settled in this manner within five (5) working days, the grievance may be taken to the next level of supervision.

**SECOND STEP:** Department Head - If the grievance is not satisfactorily settled at Step One it must be submitted in writing to the department head within five (5) working days of the supervisor's reply. The department head must reply in writing within ten (10) days. If the grievance is not satisfactorily settled at this level, the grievance may be taken to Step Three.

THIRD STEP: City Manager - The written grievance shall be forwarded to the City Manager with the written reply from the department head within five (5) working days following the department head's reply. The City Manager must reply in writing within ten (10) days. If the grievance is not satisfactorily settled at this level, the grievance may be taken to Step Four.

FOURTH STEP: Disinterested Third Party - Upon presentation of a written request for Step Four grievance resolution, within 14 calendar days of the Step 3 answer the City Manager shall meet with the Association President or his/her designee and seek MERC intervention for appointment of a mediator.

FIFTH STEP: The opinion of the MERC mediator shall be non-binding and shall be considered an advisory opinion only.

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

### **Section 1 – Personal Leave**

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

### **Section 2 – Disability Leave**

An employee who, because of illness or accident other than illness or accident compensable under the Michigan Workers Compensation law, is physically unable to report for work shall be given a leave of absence not to exceed one (1) year provided he/she promptly notified Employer of the necessity therefore and further that he/she supplies the Employer with a certificate from a qualified physician of the necessity for such absence. The Employer may request additional medical certification at any time during said one (1) year period to substantiate the necessity for continued leave, but at no time shall said leave exceed one (1) year. If at the conclusion of said one (1) year period the employee is still medically incapable of performing his/her duties he/she shall be given an additional leave of not to exceed one (1) year provided he/she provides medical certification for the necessity of such extension.

### **Section 3 – Paid Funeral Leave**

Regular employees shall receive the amount of pay they would have received on a regular eight (8) hour straight-time basis for each day necessarily lost during their normal scheduled work week not to exceed five (5) days to make arrangements for and attend the funeral of a member of their immediate family if the funeral is being held within a three hundred (300) mile radius of the City of Garden City. For purposes of this Section, immediate family shall be defined as an employee's current spouse, children, step-

children, parents, step-parents, brother, sister, daughter(s)-in-law, son(s)-in-law, and parents-in-law. The leave days shall end not later than the calendar day following the day of the funeral.

- (a) Employees shall be allowed up to three (3) days leave to make arrangements for and attend the funeral of a brother-in-law, sister-in-law, grandparent, grandparent-in-law or grandchild.
- (b) Employees shall be allowed one (1) day leave to attend the funeral of an aunt or uncle.
- (c) Subject to the provisions and qualifications set forth in Section 3, one (1) additional calendar day shall be allowed if the funeral is being held at a location greater than a 300 mile radius from the City of Garden City.
- (d) The leave days above in Article IV, Section 3, shall also be authorized in the event that an actual funeral is not conducted. However, employees may be required by their supervisor to present reasonable proof of death and relationship.

**Section 4 - Paid Personal Business Leave Days**

A permanent full-time employee who has completed his/her probationary period shall be allowed three (3) personal business leave days per year with pay and will receive same on their anniversary date.

**Section 5 – Jury Duty**

Remunerations and/or mileage allowance received incident to serving Jury Duty will be the property of the employee.

**ARTICLE V - WAGES/FRINGE BENEFITS**

**Section 1 - Pay Grades and Job Titles**

PAY GRADE	JOB TITLE	PAY GRADE	JOB TITLE
I	<ul style="list-style-type: none"> <li>• Admin Assistant (Police &amp; Fire Chiefs)</li> <li>• Case Manager</li> </ul>	VI	<ul style="list-style-type: none"> <li>• Dep. Treasurer</li> <li>• Dep. DPS Dir</li> </ul>
II	<ul style="list-style-type: none"> <li>• Executive Assistant</li> <li>• HR Assistant</li> </ul>	VII	<ul style="list-style-type: none"> <li>• Dir. Comm. Devel.</li> <li>• Dir. Parks &amp; Rec.</li> <li>• Dir. Community</li> </ul>



			Resources
III	<ul style="list-style-type: none"> <li>• Bldg Inspector</li> <li>• Family Services Coordinator</li> </ul>	VIII	<ul style="list-style-type: none"> <li>• Dir. Public Services</li> </ul>
IV	<ul style="list-style-type: none"> <li>• Community Center Supervisor</li> <li>• Sts/Water Foreman</li> <li>• Code Enforcement Officer</li> <li>• Building Official</li> <li>• Buildings and Grounds Foreman</li> </ul>	IX	<ul style="list-style-type: none"> <li>• City Clerk-Treas.</li> <li>• Fire Chief</li> </ul>
V	<ul style="list-style-type: none"> <li>• Recreation Supervisor</li> <li>• Dir. Human Resources</li> <li>• DPS Supervisor</li> <li>• FRC Supervisor</li> </ul>	X	<ul style="list-style-type: none"> <li>• Police Chief</li> </ul>

Section 2- Pay Grades and Rate Ranges

For the term of this Agreement, the salary schedule by pay grade and rate range shall be as follows:

PAY GRADE	Effective 7/1/2014	
	FROM	TO
I	\$41,000	\$55,000
II	\$45,000	\$60,000
III	\$49,000	\$65,000
IV	\$52,000	\$75,000
V	\$57,400	\$80,000
VI	\$59,900	\$85,000
VII	\$69,900	\$93,000
VIII	\$76,900	\$102,000
IX	\$79,900	\$110,000
X	\$83,900	\$115,000

Section 3 – Salary Adjustment

All employees in the GCSPPA unit shall, within the rate range limits of the applicable Pay Grades receive a pay increase as follows:

- (a) July 1, 2014 – 0%
- (b) July 1, 2015 – 0%
- (c) July 1, 2016 – 0%
- (d) July 1, 2017 – 1%
- (e) July 1, 2018 – 2%
- (f) July 1, 2019 – 3%

It is acknowledged and agreed that the City Manager has the authority to reevaluate and adjust salaries for members to advance through their pay range based on definitive criteria. Further, it is agreed that the salary for a supervisor shall not be less than

his/her subordinate(s).

#### Section 4 – Performance Compensation

In lieu of the performance compensation, all employees will receive an additional five (5) days vacation per year. (Refer to Article V, Section 5).

#### Section 5 – Compensatory Time

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

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

Overtime: the Streets/Water Foreman and the Bldgs/Grounds Foreman positions will receive overtime pay at one and one-half (1 ½ ) times the employee's regular hourly rate of pay for all hours worked in excess of eight (8) hours in any one (1) workday. Overtime hours to be paid must be approved and authorized by the Director of Public Services or his/her designee.

These positions will receive overtime time in lieu of compensatory time as defined above in this Section.

#### Section 6 – Holidays

The following days shall be recognized as paid holidays: New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve, Christmas Day and New Year's Eve Day.

As of July 1, 2017, employees who have completed one (1) year of employment will receive two (2) floating holidays on July 1. If an employee reaches his/her one (1) year anniversary date of employment July 1 or in the prior calendar year he/she will receive credit for two (2) floating holidays. This benefit must be used prior to the next July 1. There is no "rollover" or accrual of floating holidays permitted.

#### Section 7 – Vacation

Employees who have completed one (1) or more years of continuous service for the City of Garden City since their last hiring date, as of the anniversary date of their

employment by the City, shall be eligible for vacation with pay in accordance with the following schedule:

- (a) An employee who, as of the anniversary date of his/her employment, has completed one (1) but less than five (5) years of continuous service with the City since his/her last hiring date shall receive seventeen (17) days of vacation with pay.
- (b) An employee who, as of the anniversary date of his/her employment, has completed five (5) but less than ten (10) years of continuous service with the City since his/her last hiring date shall receive twenty-three (23) days of vacation with pay.
- (c) An employee who, as of the anniversary date of his/her employment, has completed ten (10) years of continuous service with the City since his/her last hiring date shall receive twenty-nine (29) days of vacation with pay.
- (d) An employee who, as of the anniversary date of his/her employment, has completed fifteen (15) years of continuous service with the City since his/her last hiring date shall receive thirty (30) days of vacation with pay.

At eighteen (18) years of continuous service...thirty-one (31) days of vacation with pay.

At twenty (20) years of continuous service... thirty-two (32) days of vacation with pay.

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

After one year of employment, unused vacation days earned but not used or paid are payable to the employee upon termination of employment. The payment shall be issued at the same time as the employee's final regular paycheck.

If an employee leaves city employment with less than one (1) year seniority or is discharged prior to the anniversary date upon which he/she would have qualified for a vacation with pay, he/she will not be entitled to any portion of the vacation pay for which he/she would have qualified on such anniversary date.

Once per anniversary year, at the employee's option, up to twenty (20) days of unused vacation time may be annually turned back to the City for the equivalent in dollar compensation (based upon hourly rate of pay), or a maximum of twenty (20) days of vacation may be carried over into the employee's next annual vacation accumulation. Employees wishing to cash out vacation days will complete a GCSPPA Vacation Day Pay-

Off Request form to indicate their desires to the HR Department. Pay received upon redemption of unused vacation time shall be pensionable.

### Section 8 – Sick Leave Accumulation

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

When an employee's absence from work is due to an illness or injury in the course of his/her employment with the City and which is compensable under the Michigan Workers Compensation Act, the City shall make up the difference between the amount of daily benefits to which he/she is entitled under such Act and the amount of daily salary he/she would have received on his/her job classification had he/she worked, for a period not to exceed one hundred and four (104) weeks.

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

If, on June 30 of any year, an employee has accumulated in excess of eighty (80) days of earned but unused sick leave days, the excess days over eighty (80) shall be paid at one-half (1/2) day's pay for each such extra day.

If on June 30 of any year an employee(s) has used three (3) to six (6) paid sick leave days during the preceding three hundred and sixty five (365) days, such employee(s) at his/her option exercised within thirty (30) calendar days after June 30, may cash out up to six (6) sick leave days earned in such contract year by the payment of sixty percent (60%) of the June 30 value of such days. If the employee has used two (2) sick days during the prescribed time period they may, at their option, cash out up to six sick days at 70%. If the employee has used zero (0) to one (1) sick day(s), including those utilized for FMLA, then the employee, at their option, may cash out up to six sick days at 100%.

### Section 9 – Disability Insurance

The City agrees to provide for each full time employee, Sickness and Accident Insurance or self-insurance if the Employer so elects; which, payable second day of accident, ninth day of sickness, shall provide a benefit of sixty-five percent (65%) of the employee's weekly salary for a maximum of fifty-two (52) weeks. The specific details, limitations and conditions are to be governed by the policy or the Employer's policy in the case of self-insurance, which shall not be more stringent than the existing policy conditions. An employee may, at his/her option, use three and one-half (3 1/2) sick days per two (2) week pay period, in conjunction with this weekly benefit to achieve one

hundred percent (100%) pay. Once an employee exhausts his/her sick days, he/she may use vacation days, personal days, floating holidays or current compensation days. In the event the employee chooses one hundred percent (100%) pay, all benefits, including pension crediting, shall continue. During the eight (8) calendar day waiting period, an employee may use necessary earned but unused sick days. However, money paid for time off from work shall not exceed amounts that would be paid if the employee were working under his/her regular work schedule.

#### Section 10 – Longevity

Permanent full-time employees who, as of their anniversary date of their employment, have completed one (1) or more years of continuous employment with the City since their last hiring date shall receive, in a lump sum payment made on or before December 1 of each year, a longevity payment of thirty-five dollars (\$35.00) per year for each year of continuous service.

#### Section 11 – Hospitalization/Medical Insurance

The City shall provide full family coverage through Michigan Blue Cross/Blue Shield Community Blue PPO Plan 12 upgraded to Plan 1 through the utilization of a third party administration like Employee Health Insurance Management, Inc (EHIM) or the equivalent. In addition, the Master Medical and Prescription Drug Program with a \$10 (generic) / \$20 (DAW) co-pay or equivalent insurance from another carrier shall be included and the City shall pay all premium costs for such coverage. The City shall also provide said coverage under the plan in place at the time for duty disability retirees qualifying under Article VII, Section 6. The City shall pay all premium costs for such coverage. In the event an employee dies in the line of duty, the City shall continue full family coverage until his/her spouse remarries.

The City, at its option and at no increased cost to it, may offer hospitalization/medical coverage through Health Maintenance Organizations (HMO) upgraded through the utilization of a third party administration like Employee Health Insurance Management, Inc (EHIM) or the equivalent, with a \$10 (Tier 1)/ \$20 (Tier 2) drug co-pay at City cost in lieu of the hospitalization insurance provided herein. If an employee selects the option of a provided HMO, it will be deemed that the City has fulfilled its obligation under this Section. Once an employee has selected an offered hospitalization/medical coverage option, no change can be made until the next re-opening date.

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

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

In the event the employer does not elect the "opt out" model under P.A. 152 and requires the employee to pay a portion of health care costs, then the employee shall be eligible to receive a portion of any annual rebates or refunds of Blue Cross premiums for Blue Cross/Blue Shield coverage but NOT for Blue Care Network coverage. A formula agreed upon by the Association and the employer shall be used to calculate the portions due.

#### Section 12 – Retiree Hospitalization/Medical Insurance

Effective July 1, 2009, all employees hired by the City after this date shall not receive retiree medical benefits at the cost of the employer for employee, spouse and/or dependent(s). Any account established to address post retirement medical benefits must meet the requirements of all regulatory entities including, but not limited to, the Internal Revenue Service. If implemented, the employer shall deduct from regular pay checks an established amount, funded by the employee with an automatic withdrawal from the employee's wages.

For employees hired before July 1, 2009, who retire during the duration of this collective bargaining agreement, the City will pay 100% of the premium costs and shall furnish hospitalization and medical coverage to the retiree, retiree's spouse and dependents through Michigan Blue Cross/Blue Shield Blue Cross/Blue Shield Preferred Provider Organization (PPO) (Community Blue) with a \$5.00 prescription co-pay. This benefit shall survive and extend beyond the expiration of this collective bargaining agreement and is intended as a vested benefit for the life of the retiree, qualifying spouse and qualifying dependant(s). This fixed benefit can only be altered and/or modified with mutual consent of the employer and the retiree.

If retiree predeces spouse in death, coverage will continue on the spouse as long as he/she remains unmarried. At age sixty-five (65) an eligible retiree and eligible spouse must subscribe and pay the cost of Part B Medicare. At age sixty-five (65) an eligible and entitled employee and/or spouse under this section shall be covered by the basic Blue Cross/Blue Shield Medicare Complementary Coverage or an equivalent insurance.

Such insurance shall not duplicate any other group hospital/medical/surgical insurance to which the retiree is entitled. An eligible retiree may receive increased benefits for him or her, spouse and/or eligible dependents at their own expense.

#### Section 13 – Term Life Insurance

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

### Section 14 – Dental Insurance

The City agrees to pay the full cost of providing a dental plan.

- (a) BC/BS of Michigan Group Dental Care Plan or equivalent benefits.
- (b) Coverage to be the same as requirements for BC/BS Hospital/Medical/Surgical benefits.
- (c) Co-pay 75/50/50. Benefit limit \$1,000 yearly maximum.
- (d) The City will provide an orthodontics rider, 50/50 co-payment, with a lifetime maximum of \$1,000.00 per covered person.

### Section 15 – When Group Insurance Benefits Start/Stop Federal/State Program

Benefits under this Article for otherwise eligible new employees will become effective on the ninetieth (90<sup>th</sup>) day from date of hire.

Except as otherwise specifically provided, when work times or seniority is interrupted for the following reasons, insurance coverage under this Article shall continue as follows:

- (a) **Layoff:** Until the first of the month after ninety (90) calendar days of layoff.
- (b) **Discharge, Quit Retirement:** For the balance of the month in which discharge, quit or retirement occurs.

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

### Section 16 - Cafeteria Plan

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

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



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

Retirees who retired after October 1, 2004 are also eligible to participate in the Cafeteria Plan if they so choose.

#### Section 17 – Tuition Reimbursement

For permanent full time employees who have completed their probationary period, the City agrees to reimburse any tuition payments which are not payable by any other organization, made by said employee for approved courses. Reimbursement will not be made until the employee has completed the course with a grade of 'C' or better. The cost of books or any student fees are not reimbursable.

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

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

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

#### Section 18 – Transportation Mileage

For employees whose responsibilities cannot be carried out without vehicular transportation, the City shall provide one of three types of transportation:

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

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

#### Section 19 – Military Service Leave

An employee called to active duty in any reserve component of the Armed Forces of the United States or the National Guard shall be granted a leave of absence for the duration of said active duty. Any full-time employee on a military leave of absence shall be compensated as follows if the employee provided proper documentation from his/her Commanding Officer concerning the active duty.

(a) An employee on active duty for non-emergency training (i.e. “regular reserve drills”) shall be compensated at the regular straight time rate less the military rate of pay for eight (8) hours per day for each day of training which occurs on the employee’s regularly scheduled work day for a maximum of fourteen (14) days per year.

(b) Any full-time employee who is a member of a reserve component of the armed forces and is called to active duty by orders issued by said branch of the armed forces, the Governor of the State of Michigan, or the President of the United States shall be entitled to Emergency Military Leave. While on such leave, the employee shall be compensated at their regular straight time rate, or salary, less the military pay rate and benefits as determined by the military members latest Leave and Earnings Statement (LES) or letter from his/her Commanding Officer.

(c) Military members (and their covered dependents) called to active duty for more than thirty (30) consecutive days are immediately qualified for military health care benefits. Thus, said member/city employee and their enrolled dependents will be disenrolled from the City’s healthcare plan at the end of the month of which the thirty-first (31<sup>st</sup>) consecutive day of active duty falls. The military member/employee and their qualified dependents will be re-enrolled in their respective City covered health care program upon return to full-time employment with the City.

(d) This supplemental payment shall not exceed eighteen (18) months. Should the period of the emergency duty become more than eighteen (18) months, the employee will be placed on a military leave of absence without pay and be allowed to utilize vacation leave to supplement the military pay. During this time of military leave, said employer will not be responsible for benefits afforded a full-time employee. An employee who received this benefit must return to work for at least six (6) months to re-qualify for this benefit.

An employee who voluntarily, without orders, leaves City employment to enter active military duty in any branch of the United States Armed Forces or National Guard shall be entitled to reemployment rights in accordance with the provisions of Federal and State statutes in effect at the time at which reemployment is sought.

#### Section 20 – Personal Property Replacement

The Employer shall indemnify each employee to a maximum of one hundred dollars (\$100.00) per incident, for repair or replacement of personal items lost or damaged in the line of duty. The above includes uniforms, watches, rings, glasses, brief cases, and other

similar items.

## **ARTICLE VI - GENERAL**

### **Section 1 – Waiver of Bargaining**

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Association, for the life of this Agreement, each voluntarily and unqualifiedly waive the right and each agree that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

### **Section 2 - Agreement**

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

### **Section 3 – Act 78**

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

### **Section 4 – Probationary Period**

There will be a probationary period of six (6) months for all promoted or transferred employees. The City Manager shall at his/her discretion be able to extend the probationary period for another six (6) months with cause. This paragraph shall refer only

to employees promoted from another bargaining unit in the City or from other full-time employment in the City.

All new employees shall be probationary employees until they have been actively working for a continuous period of twelve (12) months. The purpose of the probationary period is to provide an opportunity for the Employer to determine whether the employee has the ability and other attributes which qualify him/her for regular employee status. During the first six (6) months of the probationary period, the employee shall have no seniority status and may be terminated in the sole discretion of the Employer without regard to his/her relative length of service. After the first six (6) months, the Employer must show some reason as to why the probationary employee should be terminated. After the first six (6) months the probationary employee will be entitled to sick time and personal leave. This paragraph shall refer only to persons who are hired from outside the City directed into a classification covered by this collective bargaining agreement.

#### Section 5 - Residency

Employees shall comply with Michigan Public Act 212 of 1999 that requires employees to reside 20 miles from the nearest boundary of the City. All present employees who do not live within this boundary shall be grand fathered and not be required to move within this 20-mile boundary. All requirements of P.A. 212 of 1999 shall also be applicable.

#### Section 6 – Drug Testing

The City has the right to test employees for alcohol/substance abuse for individual cause.

#### Section 7 – Corrective Action Policy

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

### **ARTICLE VII - RETIREMENT**

#### Section 1 – Final Average Compensation

Effective April 26, 2010, retirement rules and regulations will no longer be governed or administered by the Garden City Employee Retirement System (GCERS) and Chapter 36 of the Garden City Ordinances will no longer apply. By signed agreement, the designated employee retirement system shall be Municipal Employees' Retirement System (MERS) and the rules and regulations of MERS shall prevail.

The following shall be included in the average final compensation:

- (a) The employee's annual base salary for regular hours worked per year (based on 2080 hours). Any paid leave time taken to make up the 2080 hours would be included. (For example: sick leave, vacation days, personal days, etc.)
- (b) Longevity - The amount of the employee's annual longevity bonus paid according to Article V, Section 12.
- (c) Sick Leave – The amount paid for the employee's unused Sick leave credits, not to exceed 60 sick days paid at 50%, in accordance with Article V, Section 10.
- (d) Upon reaching 'vested' status, or upon being within 3 (three) years of eligibility for retirement, an employee can convert to payment but not use up to 52 (fifty-two) days (416 hours) of earned but unused vacation days banked in the employee's Saved Leave Bank. Such days, if converted to payment, shall be included as final average compensation.

#### Section 2 – Pop-Up

Effective April 26, 2010, retirement rules and regulations will no longer be governed or administered by the Garden City Employee Retirement System (GCERS) and Chapter 36 of the Garden City Ordinances will no longer apply. By signed agreement, the designated employee retirement system shall be Municipal Employees' Retirement System (MERS) and the rules and regulations of MERS shall prevail.

#### Section 3 – Annuity Withdrawal

Upon retirement, employee(s) shall have the option of annuity withdrawal from the retirement system of that portion equal to the employee's contributions plus interest. Any member who retires on or after April 26, 2010 pursuant to the rules and regulations of MERS may elect to receive a refund of all of his/her accumulated contributions (including interest) standing to his/her credit in the Pension Savings Fund at the effective date of his/her retirement. A member terminating City employment with a pension payable pursuant to the rules and regulations of MERS may elect to receive a refund of all of his/her accumulated contributions on his/her effective date of benefit commencement. Provided, however, that any member withdrawing his/her accumulated contributions prior to the effective date of benefit commencement shall forfeit any right to a pension. Upon election of this refund provision, the retiring member's Straight Life Pension shall be reduced by an amount which is actuarially equivalent to the refunded accumulated contributions. The actuarial equivalent amount shall be computed on the basis of the MERS Annuity Withdrawal Agreement.

#### Section 4 – Purchase of Service Credit

Rules governing the purchase of service credit by an employee are governed by the

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

- (a) The governing-body must approve all purchases.
- (b) Cannot be used to meet vesting requirements.
- (c) Types of service credit that may be purchased are:
  - (i) Generic-May purchase a maximum of five years
  - (ii) Governmental-May purchase if worked full time for another governmental agency (federal, state, local or federally recognized Indian tribal government) and does not qualify to receive benefits from them (cannot be purchased after a break of more than 20 years)
- (d) Employee(s) must pay the total estimated actuarial cost of additional credited service established by MERS

#### Section 5 – Duty Disability Retirement

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

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

Employees who meet eligibility requirements for a pension under the rules and regulations of MERS and retire shall receive a pension called a straight life pension equal to 2.5 percent of the member's average final compensation multiplied by the employee's years and fraction of a year of credited service for the employee's first twenty five (25) years of service, plus one percent (1%) of the employee's average final compensation multiplied by the employee's years of credited service over twenty five (25) years. Upon retirement, the employee shall have the right to elect an option provided for in the rules and regulations of MERS.

#### Section 7 – Annual Pension Adjustment

Retirees will be given a 2.0% compound cost of living adjustment (annual pension

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

#### Section 8 – Ten (10) Year Vesting

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

#### Section 9 – MERS Employee Contribution

Beginning August 1, 2014, the employee MERS contribution will be increased from 6% to 12% of the employee's pensionable wages. Effective at the same time, the 12% employee contribution will be withheld pretax. This increase shall be in place only if the City elects the "opt out" option allowed under Public Act 152 of 2011 also known as the Publicly Funded Health Insurance Contribution Act. In the event the City, during an annual vote required under PA 152, should elect either the "80/20" or "Hard Cap" option, then this contribution rate shall return to 6% of the employee's pretax pensionable wages.

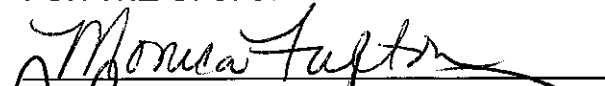

#### Section 10 – Saved Leave Bank

Employees who have met the threshold established in Article VII, Section 10, for vested status, or employees who are within three (3) years of eligibility for retirement, may bank vacation days in a saved leave bank (SLB) up to a total of fifty-two (52) days to prepare for retirement and take advantage of the provisions of Article VII, Section 1 (d) above. Once banked, SLB days may only be cashed in at retirement, upon discharge or resignation and are not available to be taken as time off. The number of days an employee may add to their SLB balance per year is at their discretion. Eligible employees wishing to add vacation days to their SLB shall request to do so to the HR Department. The request must be in writing, over the employee's signature. The maximum number of leave days that may be accumulated in an employee's SLB is fifty-two (52) days.

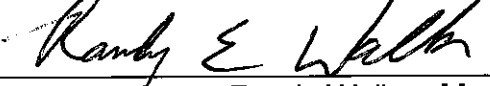
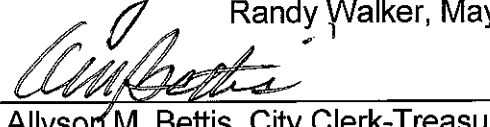
**ARTICLE VIII - DURATION OF AGREEMENT**

THIS AGREEMENT shall become effective July 1, 2014 and shall remain in full force and effect through June 30, 2020 and from year to year thereafter, unless either party hereto serves written notice upon the other at least sixty (60) calendar days prior to June 30, 2020 or of any subsequent automatic renewal period of its intention to amend, modify, or terminate this contract.

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

  
\_\_\_\_\_  
Monica Fulton, President  
  
\_\_\_\_\_  
Cathy Harman, Vice President  
Dated: 19 MAY 2017

FOR THE CITY OF GARDEN CITY

  
\_\_\_\_\_  
Randy Walker, Mayor  
  
\_\_\_\_\_  
Allyson M. Bettis, City Clerk-Treasurer  
Dated: 5-19-17

City Council Ratification: 4/10/2017

Salary Ordinance Adoption: 5/8/2017

Salary Ordinance Published 5/14/2017