

6/30/96

JULY 1, 1993 - JUNE 30, 1996
COLLECTIVE BARGAINING AGREEMENT
BETWEEN
CITY OF BRIGHTON
AND
TEAMSTERS STATE, COUNTY AND MUNICIPAL WORKERS
LOCAL 214
(CLERICAL UNIT)

Brighton, City of

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PREAMBLE

THIS AGREEMENT, entered into by the Employer and the Union has as its purpose, the promotion of harmonious relations between the Employer and the Union, the establishment of an equitable and peaceful procedure for the resolution of differences, and the establishment of rates of pay, hours of work and other conditions of employment.

It is the general purpose of this Agreement to promote the mutual interests of the City and its employees and to provide for the operation of the services provided by the City under methods which will further, to the fullest extent possible, the safety of the employees, economy and efficiency of operation, elimination of waste, realization of maximum quantity and quality of output, cleanliness, protection of property and avoidance of interruptions to production. The parties to the Agreement will cooperate fully to secure the advancement and achievement of these purposes.

The parties ascribe to the principle of equal opportunities and shall share equally the responsibilities for applying the provisions of this agreement without discrimination as to age, sex, marital status, race, religion, creed, national origin, political or Union affiliation.

AGREEMENT

THIS AGREEMENT, entered into this _____ day of _____, 19____, between the CITY OF BRIGHTON, a Michigan Municipal Corporation, hereinafter referred to as the "Employer", and TEAMSTERS STATE, COUNTY AND MUNICIPAL WORKERS LOCAL 214, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, hereinafter referred to as the "Union", expresses all mutually agreed covenants between the parties heretofore.

ARTICLE I - RECOGNITION - EMPLOYEES COVERED

Section 1

Pursuant to and in accordance with all applicable provisions of Act No. 379 of the Public Acts of 1965, as amended, the Employer does hereby recognize the Union as the sole, exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment, during the term of this Agreement for those employees of the Employer in the bargaining unit consisting of:

All full-time and regular part-time employees of the City of Brighton including Library, City Hall and Police Department. Excluding supervisors, employees covered by another collective bargaining agreement, police officers, reserve police officers, volunteer fire fighters, department heads, confidential employees, and any other statutory exclusions.

Section 2 Definitions

The following definitions shall apply under this contract:

Immediate Family: Spouse, son, son-in-law, daughter, daughter-in-law, mother, father, brother, sister, grandchildren, or grandparents of the employee or employee's spouse, as well as step-mothers, step-fathers, step-brothers and step-sisters of an employee.

Full-Time Permanent: Those who have successfully completed their initial probation and are entitled to full benefits.

Part-Time Permanent: Those who have successfully completed their initial probation and the position is permanent and work less than the average of 40 hours per week each calendar year.

✓ Temporary Employees: Those employees hired on a temporary basis to work for a period not to exceed ninety (90) days in any one calendar year.

Temporary employees will not be hired to fill any regular job vacancy, but will be used to supplement the regular work force when needed.

A temporary employee substituting for a regular employee on an approved leave of absence will be entitled to work for the entire term of the leave of absence.

Temporary employees, during their employment under such status, are not subject to this Agreement but shall not be paid at a rate higher than that for a full-time employee doing the same or similar work without the written consent of the Union.

This section shall not apply to employees under federally funded programs, which shall be governed by the provisions of such federally funded programs.

ARTICLE 2 - MANAGEMENT RIGHTS

The City, on its own behalf and on behalf of its electors, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and of the United States. Further, all rights which ordinarily vest in and are exercised by employers except such as are specifically relinquished in this Agreement, are reserved to and remain vested in the City, including but without limiting the generality of the foregoing: the right (a) to manage its affairs efficiently and economically, including the determination of quantity and quality of services to be rendered, the control of materials, tools and equipment to be used, and the discontinuance of any services, material or methods of operation; (b) to introduce new equipment, methods, machinery or processes, change or eliminate existing equipment and institute technological changes, decide on materials, supplies, equipment and tools to be purchased; (c) to subcontract or purchase any or all work, processes or services, or the construction of new facilities or the improvement of existing facilities, except as limited by this Agreement; (d) to determine the number, location and type of facilities and installations; (e) to determine the size of the work force and increase or decrease its size; (f) to hire, discharge, assign and lay off employees, to reduce the work week or the work day or effect reductions in hours worked by combining layoffs and reductions in work week or work day; (g) to permit municipal employees not included in a bargaining unit to perform bargaining unit work when, in the opinion of management, this is necessary for the conduct of municipal services so long as unit employees are not displaced; (h) to direct the work

force, assign work and determine the number of employees assigned to operations; (i) to establish, change, combine, or discontinue job classifications and prescribe and assign job duties, content and classification, and to establish wage rates for any new or changed classifications; (j) to determine lunch, rest periods and cleanup times, the starting and quitting time and the number of hours to be worked; (k) to establish work schedules; (l) to discipline and discharge bargaining unit employees for cause; (m) to adopt, revise and enforce working rules and carry out cost and general improvement programs; (n) to transfer, promote and demote employees from one classifications, department or shift to another; (o) to select employees for promotion or transfer to supervisory or other positions and to determine the qualifications and competency of employees to perform available work.

ARTICLE 3 - EMPLOYEE AND UNION RIGHTS

Section 1

The Union, as the sole and exclusive bargaining representative of the employees, shall have the rights granted to it by Act No. 379 of the Michigan Public Acts of 1965, amended from time to time, and by other applicable Michigan Statutes now or hereafter enacted, except as expressly limited by the terms of this Agreement.

Section 2

Membership in the Union is not compulsory. Regular employees have the right to join, not join, maintain or drop their membership in the Union as they see fit. Neither party shall exert any pressure on or discriminate against an employee as regards to such matters.

A) Membership in the Union is separate, apart and distinct from the assumption by one, of his equal obligation to the extent that he receives equal benefits. The Union is required under this Agreement to represent all employees in the bargaining unit fairly and equally without regard to whether or not an employee is a member of the Union. The terms of this Agreement have been made for all employees in the bargaining unit and not only for members in the Union. Accordingly, it is fair that each employee in the bargaining unit pay his own way and assume his fair share of the obligation along with the grant of equal benefits contained in this Agreement.

B) In accordance with the policy set forth under paragraphs (1) and 2) of this Section, all employees in the bargaining unit shall, as a condition of continued employment, pay to the Union, the employee's exclusive collective bargaining representative, an amount of money

equal to that paid by other employees in the bargaining unit who are members of the Union, which shall be limited to an amount of money equal to the Union's regular and usual initiation fees, and its regular and usual dues. For present regular employees, such payments shall commence thirty-one (31) days following the date of the ratification of this Agreement.

C) Any employee who chooses not to become a member of the Union shall, as a condition of employment, thirty-one (31) days from his/her date of hire, or thirty-one (31) days from the effective date of this Agreement, whichever is later, be required to pay the Union, a representation fee to be established by the Union in accordance with applicable law (P.A. 390), and certified to the City by the Union.

Section 3 Union Business:

Members of the bargaining unit selected to attend union conferences or conventions will be allowed, upon seven (7) calendar days prior written notice to the Employer with a statement of the reasons for the leave request included, to participate without pay by the Employer; provided, however, no more than one (1) such bargaining unit member shall be so engaged at any one time and for no longer than seven (7) calendar days; provided further that the employer shall not be obligated to honor more than one (1) such request per calendar year.

Section 4 Deduction of Dues:

During the period of time covered by this Agreement, the City agrees to deduct from the pay of any employee, all dues and/or initiation fees of Local 214, provided however, that the Union presents to the City, authorizations signed by such employees, allowing such deductions and payments to the Local Union, This may be done through the Steward of the Union.

A) Amount of initiation fee and dues will be certified to the City by the Secretary-Treasurer of the Union.

B) Monthly agency fees, Union dues and initiation fees will be deducted by the City and transmitted to the Union as prescribed above.

C) Should any employee, for any reason, fail to sign a dues or service fee authorization slip, the Union may request, at its sole discretion, that said dues or service fee owed under said agreement be deducted by the Employer from the employee's paycheck pursuant to State law, without such authorization slip being signed.

Section 5 Save Harmless Clause:

Local 214 will protect, defend, save harmless and indemnify the Employer from any and all claims, demands, suits and other forms of liability by reason of actions taken by the Employer for the purpose of complying with this article.

ARTICLE 4 - EXTRA CONTRACT AGREEMENTS

The Employer agrees not to enter into any agreement with another labor organization during the life of this Agreement with respect to the employees covered by this Agreement; or any agreement or contract with the said employees, individually, or which in any way affects wages, hours or working conditions of said employees, or any individual employee.

ARTICLE 5 - STEWARDS

Section 1

Employees covered by this Agreement shall be represented by one (1) Steward and one (1) alternate Steward who shall be regular employees of the bargaining unit. The Steward and alternate Steward shall not be in the same department. To be a Steward or alternate Steward, an employee must have at least one year of seniority.

Section 2

The Steward, during his/her working hours, without loss of time or pay in accordance with the terms of this Article, may investigate and present grievances to the Employer upon having notified his/her supervisor to do so. The privilege of such Steward leaving his/her work during work hours without loss of time or pay is subject to the understanding that the time will be devoted to the proper processing of grievances and will not be abused. Abuse of this privilege by the Steward will subject such employee to disciplinary action by the Employer. The Steward will be required to record or otherwise account for time spent in processing grievances.

Section 3

The Union will furnish the Employer in writing with the name of its authorized Steward and alternate Steward and as to any changes as may occur from time to time.

ARTICLE 6 - GRIEVANCE PROCEDURE

Section 1

A grievance is defined as a difference, dispute or complaint

between the City and the Union as to the application or interpretation of this Agreement; and it is mutually agreed that grievances shall only be allowed on items contained in this contract during the life of this Agreement and shall be settled in accordance with the procedure herein provided, and that there shall at no time be any strikes, tie-ups of equipment, slow-downs, walk-outs, or any other cessation of work. All differences, disputes or complaints between the City and members of this bargaining unit as to the application or interpretation of this Agreement shall be adjusted solely by the grievance procedure outlined herein. The sole remedy available for grievance by a member of this bargaining unit shall be the grievance procedure. Every effort shall be made to adjust controversies and disagreements in an amicable manner between the Employer and the Union.

Section 2

Should any grievance arise, there shall be an earnest effort on the part of the parties to settle such grievance promptly through the following steps:

STEP 1: By oral conference between the aggrieved employee, the Steward, or both, and the Department Head and, if not resolved, it shall be the responsibility of the aggrieved to then reduce any grievance to writing on the regular grievance form provided by the Union within seven (7) calendar days of the events giving rise to the alleged grievance.

Within seven (7) calendar days of receipt of the written grievance, a conference between the Union representatives and the Department Head will be held. In the event the Department Head cannot meet, the City Manager will appoint an alternate or extend the period in the absence of the Department Head.

Within seven (7) calendar days after the conference, the Department Head shall give his decision to the Union, in writing. If the decision is not given within seven (7) calendar days after the conference, the grievance shall be deemed denied by the City.

STEP 2: Within seven (7) calendar days after disposition of the grievance at the Step 1 level, the Union may request, in writing, that the grievance be advanced to this step and, within fourteen (14) calendar days of the Step 2 request, a hearing shall be held between the Union representative and the City Manager or his designate. A decision will be rendered within seven (7) calendar days after this hearing and if no decision is rendered, the grievance shall be deemed denied.

STEP 3: In the event that the last step fails to settle the grievance the parties have thirty (30) calendar days from the step 2 response, or if no response is given thirty-seven (37) calendar days after completion of the hearing, to elect a mutually agreeable arbitrator.

In the event the parties have not agreed upon an arbitrator within the time limits set out above, the moving party may request the Federal Mediation and Conciliation Service to appoint an arbitrator who shall have authority to hear and decide the case. Said request must be made within the time limits set forth above.

Section 3

The arbitrator's decision shall be final and binding on the Union, all employees covered by this Agreement, and on the City; but the City or the Union may challenge the award if it was not made in accordance with the arbitrator's jurisdiction and authority under this Agreement.

Section 4 Powers of Arbitrator:

It shall -be the function of the arbitrator, and he shall be empowered, except as his powers are limited below, after due investigation, to make a decision in cases of alleged violation of the specific terms and provision of this Agreement.

- a. He shall have no power to add to or subtract from, alter or modify any of the terms of this Agreement.
- b. He shall have no power to establish wage scales.
- c. He shall have no power to substitute his discretion for the City's discretion in cases where the City is given discretion by this Agreement.
- d. He shall have no power to decide any question which, under this Agreement, is within the responsibility of management to decide. In rendering decisions, an arbitrator shall have due regard to the responsibility of management and shall so construe the agreement that there will be no interference with such responsibilities except as they may be specifically conditioned by this Agreement.
- e. The arbitrator shall have no authority to require the City to purchase buildings, equipment or material.

Section 5

The fees and expenses of an arbitrator shall be shared equally by the City and the Union. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expense of witnesses called by the other.

Section 6 Claims for Back Pay:

A) The City shall not be required to pay back wages more than seven (7) calendar days prior to the date a written grievance is filed; provided, however that in the case of a pay shortage of which the employee could not have been aware before receiving his pay, adjustments may be made retroactive to the beginning of the pay period covered by such pay, if the employee filed his grievance within seven (7) calendar days after receipt of such pay.

B) Any award for back wages shall be offset by the amount of wages that the employee earned less any unemployment or other compensation that he may have received from any source during the period for which back pay is awarded. The employee is obligated to mitigate damages by seeking employment.

C) No decision in any one case shall require a retroactive wage adjustment in any other case.

Section 7 Time Limits

Any grievance not advanced to the next step by the Union within the time limit in that step, or if no time limit is specified, within seven (7) calendar days, shall be deemed settled by the last response of the Employer. Any grievance not responded to by the Employer within the time allotted shall be deemed to be denied. Time limits may be extended by the City and Union in writing.

Section 8 Discipline

1. The Union will be notified of any discipline given to employees.
2. Any disciplinary record, verbal or written, shall be removed from an employees' file according to the following schedule if the employee does not receive any other discipline during the interim:
 - a. One year for discipline not involving loss of time or wages.
 - b. Three years for discipline involving loss of time or wages equaling three (3) days or less.

- c. Four years for discipline involving a loss of time or wages greater than three (3) days.

ARTICLE 7 - SPECIAL CONFERENCE

Special conferences for important matters may be arranged between the Union and the Employer or his designated representative. An agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in special conferences shall be held at a mutually agreeable time, shall be limited to one hour in duration, and confined to those items included in the agenda. Special conferences will be attended by the Steward or alternate and a representative of the Local union if so desired. Every attempt will be made to schedule special conferences within ten (10) calendar days after the request is made. E-employees will be provided their regular pay during these conferences only if they occur during normal working hours.

ARTICLE 8 - SENIORITY

Section 1

Seniority is defined for the purpose of this Agreement as the duration of time an employee has served with the City commencing on the last date of hire as a full-time or part-time employee. Seniority shall be used to rank order employees covered under this Agreement for certain benefits of the Agreement. For purposes of reduction in force/bumping, seniority for part-time employees shall be calculated at fifty (50%) percent of total accrued seniority.

Section 2

The City shall maintain an up to date seniority list for regular bargaining unit employees. The list will show the name, date of hire, classification (grade) and job title. The list will be provided to the union upon the written request of the union.

Section 3

An employee's seniority shall entitle such employee only to such rights as are expressly provided for in this Agreement.

Section 4

An employee shall lose his seniority for the following reasons only:

- A) He resigns or retires.

B) He is discharged and the discharge is not reversed through procedures set forth in this Agreement.

C) He is absent for three (3) consecutive days without notifying the Employer. In proper cases, exceptions shall be made upon the employee producing convincing written proof of his inability to give such notice.

D) Failure to return from sick leave and leaves of absence will be treated as in (C) above.

E) If an employee is laid off during the term of this Agreement for a period equivalent to his seniority or for a period of two years, whichever is the lesser.

F) He falsifies his employment application or other city documents.

G) Failure to return to work upon being recalled from layoff as set out in Article 10 Section 4.

Except for (a) above, the City will send written notification by certified mail to the employee at his/her last known address that he/she has lost their seniority, and their employment has been terminated. If the disposition of any case is not satisfactory, the matter may be referred to the grievance procedure.

Section 5

Employees on a unpaid leave of absence or layoff status shall not accrue seniority. If an employee returns to work, his seniority date shall be recomputed to reflect the time off from work.

ARTICLE 9 - PROBATIONARY PERIOD

All full -and part time employees shall serve a probationary period of 90 calendar days, uninterrupted by any type of service break, during which time they will be termed "probationary employees". The employer at its sole discretion shall have the right to extend an employee's probation up to an additional 90 calendar days, provided written notification is given to the employee and Union.

Probationary employee's service with the Employer may be terminated at any time by the Employer in its sole discretion and neither the employee so terminated nor the Union shall have recourse to the grievance procedure over such termination.

During the probationary period an employee shall not be eligible for employee benefits unless expressly provided

otherwise in this Agreement. After an employee has successfully completed that employee's probationary period of employment, such employee shall become a regular full-time or regular part-time employee and they shall be placed on the regular seniority list as of their last date of hire.

ARTICLE 10 - LAYOFF AND RECALL

Section 1

In the event that the City in its discretion determines that a layoff is necessary, such layoff will be from classifications selected by the City and in numbers determined by the City by inverse order of seniority. An employee laid off under this provision shall have the option of replacing through the bumping procedure the least senior employee in any classification equal to or lower than their current classification provided the bumping employee has the then present skills and ability to perform the work of the position to which they are bumping. The City will provide a period of two (2) weeks for basic orientation.

Section 2 Notice of Layoff

The City shall give written notice to the employees and Union on any layoff. Such notice shall be submitted at least seven (7) calendar days before the effective day stating the reason for layoff.

Section 3 Recall

In the event employees are recalled, the order in which they are recalled shall be by inverse order of layoff provided the recalled employee has the then present skills and ability to perform the work of the position to which they are being recalled.

Section 4 Notice of Recall

Notices of recall shall be sent by certified mail to the Union and to the employee's last known address as shown on the Employer's records. It shall be the obligation of the employee to provide the Employer with a current address and telephone number. If an employee fails to report for work within fourteen (14) calendar days from the date of mailing the notice of recall, he shall be considered to have voluntarily terminated his employment.

ARTICLE 11 - DISCHARGE OR SUSPENSION

The Employer shall not discharge or suspend any employee without just cause. The Employer shall provide written notification to the employee and Union of the discharge or

suspension. An employee who is discharged or suspended may meet the union steward before leaving City properties unless to do so would cause disruption in the work place. Any employee aggrieved by such discharge or suspension shall have the right to file a grievance going immediately to Step 2. Said grievance must be filed within seven (7) calendar days of the notice of discharge or suspension. If a grievance is not filed within this time period, the discharge or suspension shall be deemed to be final.

ARTICLE 12 - JOB VACANCIES/PROMOTIONS

Section 1

Upon determination by the Employer that a job vacancy, with respect to a classification in the bargaining unit, is to be filled, the Employer will announce and post for seven (7) calendar days after the date of the announcement. The posting will include ---he minimum qualifications and rate of pay. Bargaining unit employees who have completed probation may apply for the vacancy.

Section 2

The Employer will fill the vacancy with the most qualified bargaining unit employee who bid during the posting period and who meets and/or exceeds the minimum qualifications.

Section 3

If the position is filled by a bargaining unit employee, the employee will serve a trial period to be determined by the Department Head to a maximum of 90 days.

In the event the employee is removed from the position by the City or he/she voluntarily decides to withdraw from the new position during the probationary period, the employee shall be returned to their former classification and department within the bargaining unit.

The employee shall receive the rate of pay for the position they are working that first provides an increase in pay of no less than ten cents (\$. 10) per hour.

Section 4

Employees shall be entitled to a temporary wage increase for each full day that the employee is assigned to perform the duties of a higher classification. Such wage increase shall be commensurate with the wage rate applicable to the higher classification. The Employer shall not grant any employee a temporary pay increase without prior notification and approval by the Union. The employee shall be entitled to the temporary wage increase under the following conditions:

a. The employee is assigned to perform all of the job duties of the higher classification.

b. The employee is assigned to perform some of the job duties of the higher classification, the performance of which requires in excess of 50% of the employee's time and effort during the work day.

ARTICLE 13 - STRIKES AND LOCKOUTS

Section 1

The City will not lock out employees during the terms of the Agreement.

Section 2

Parties to this Agreement mutually recognize and agree that the services performed by employees covered by this Agreement are services essential to the public health, safety and welfare. Under no circumstances will the Union cause or permit its members to cause, nor will any member of the bargaining unit, take part in any strike or work stoppage. In the event of a work stoppage, picketing or patrolling, the City shall not be required to negotiate on the merits of the dispute which gave rise to the stoppage or strike until same had ceased.

In the event of a work stoppage, picketing, or strike by the Union or the employees covered hereunder, during the term of this Agreement, the Union, by its officers, shall immediately declare such work stoppage, picketing, to be illegal and unauthorized, in writing, to the employees and order said employees, in writing, to stop the said conduct and resume full production. Copies of such written notices shall be served upon the City. The Union agrees, further, to cooperate with the City to remedy such situation by immediately giving written notice to the City and the employees involved, declaring the said conduct unlawful and directing the employees to return to work.

The City shall have the sole and unlimited right to discipline, including summary discharge, any employee who instigates, participates in, or gives leadership to any activity herein prohibited.

Any violation of the foregoing may be made the subject of disciplinary action or discharge from employment as to employees and/or of exercise of any legal right or remedy as to the Union and/or cancellation of this Agreement by the City.

ARTICLE 14 - TUITION REIMBURSEMENT

Any regular full time or part-time employee is eligible for educational assistance providing the following conditions are met:

1. The employee must have held employment status as a regular employee of the City of Brighton for a period of no less than twelve (12) consecutive months on the date of starting an approved course.
2. As determined by the employees Department Head, the course is directly related to the assigned duties of the employee in his present position and direct application of knowledge to be gained in the course can be clearly stated; or the course is in preparation for possible future duties that may be assigned the employee in his present position or is a course in the employee's field that would qualify him for a promotion in the bargaining unit.
3. Sufficient funds have been appropriated in the adopted budget of the City to cover the costs of reimbursing the tuition.
4. Reimbursement shall be one hundred percent (100%) of tuition only upon satisfactory completion of an approved course.
5. The employee requests the tuition reimbursement and it is approved prior to starting classes.
6. The course work and class time is to be completed during non-regular working hours of the employee.
7. A grade of "C" or better for undergraduate work and "B" or better for graduate work, or if no grades are given for the course, certification of completion of course requirements, is necessary and copy of evidence is to be presented to the Department Head, in conjunction with proof of total payment for tuition, in order to receive any tuition reimbursement from the City.
8. Any stipend, grant, scholarship, etc. which contributes toward the tuition payment shall be deducted on a pro-rata basis from the City's assistance payment.
9. The City expects that an employee will continue employment for a least one (1) year following completion of classes or a program of study. If a voluntary resignation occurs prior to the one (1) year, the employee will be expected to repay the City of Brighton the full amount received from the City. If such payment is not made,

said amount shall be withheld from the employee's final pay check.

ARTICLE 15 - IN-SERVICE TRAINING

Section 1

The Employer may, from time to time, authorize in-service training programs for employees covered by this Agreement. Participation in such in-service training programs or other educational programs may be made mandatory for employees.

Section 2

Employees so designated to participate in mandatory educational programs shall be compensated for such participation at the straight time rate of pay. Actual class time hours excluding travel time will be considered time worked for the purpose of determining whether overtime compensation is due and in which case the overtime rate of pay will be applicable.

Section 3

In such cases where employees are required to participate in educational programs, the Employer shall pay or otherwise provide for any costs involved, including tuition, textbooks and other approved expenses.

ARTICLE 16 - HOURS OF WORK AND OVERTIME

Section 1

Full time employee's normal work week consists of five (5) days, Monday through Friday. The number of hours and days per week for part time employees shall be determined by the Employer.

Section 2

For all employees the work hour shall be broken down into ten 6-minute segments. An employee shall be noted as late for work if such employee does not report ready for work at such employees work station at such employees starting time. If an employee reports for work late, that employee shall be docked in major segments of 1/10 an hour.

Section 3

If requested to work overtime, an employee will be expected to do so unless he has justifiable reason for refusing. Overtime pay shall be a at the rate of one and one-half (1 1/2) times the hourly rate for all hours worked in excess of 40 hours in a calendar week or double (2) time for all hours worked on Sunday and Holidays, exclusive of time off without pay. Sunday overtime

will only be paid at double time if specifically required by the City. If it is worked as an option to Saturday work offer it shall be paid at time and one-half (1 1/2).

Section 4

Employees will work overtime only when specifically requested to do so by the Employer.

Section 5

Employees absent from work due to claimed illness shall inform the Employer of such absence by telephone no later than fifteen (15) minutes after the regularly scheduled starting time.

Section 6

Full-time and part time employees who work an eight (8) hour day shall be entitled to two (2) fifteen (15) minute uninterrupted paid rest breaks per regular work day as close to the middle of the morning and afternoon as possible. Full-time and part-time employees who work less than four (4) hours a day shall be entitled to no rest breaks. Full-time and part-time employees who work more than four (4) hours but less and eight (8) hours shall be entitled to one (1) fifteen (15) minute rest break to be scheduled by the employer.

Section 7

An employee required to work into the 10th hour shall be granted an additional fifteen (15) minute paid rest period. In the event that such time is extended into the 12th hour, the employee will be granted a paid meal period of thirty (30) minutes before the end of the 12th hour.

Section 8

The employer and the union recognize the benefits of Flex Time and Job Sharing for both the City and its employees. Arrangements for these assignments shall be made on a case by case basis between the employee and the City Manager or his/her designee; provided, however, that the Union shall have a right to be present at these discussions and that no individual agreement on Flex Time or Job Sharing shall be inconsistent with the collective bargaining agreement.

ARTICLE 17 - HOLIDAYS

Section 1

The following shall be considered as holidays for the purpose of this Agreement:

New Year's Day
Good Friday
Memorial Day
Independence Day
Labor Day
President's Day
Employee's Birthday

Thanksgiving Day
Friday After Thanksgiving
Christmas Eve Day
Christmas Day
New Year's Eve Day
Veteran's Day

If the Library is open on any holiday, full time Library employees who work this day will be entitled to a floating holiday, scheduled with the approval of the Library Director. Holiday time off is not considered time worked for calculation of overtime.

Section 2

To be eligible for holiday pay, an employee must be a full-time regular employee and work or be on pre-approved paid leave the work day before a holiday and the first work day after a holiday.

Section 3

Any full-time employee required to work on any of the paid holidays shall be paid two (2) times his hourly rate for all hours worked. Full-time employees will also receive eight (8) hours of holiday pay.

Section 4

Should a paid holiday fall on a Saturday, the Friday preceding that day will be considered as the holiday. If the holiday falls on a Sunday, the Monday following shall be considered as the holiday. In the event that the Library is open on Friday or Monday, regular full-time Library employees will receive another day off for the holiday, scheduled with the approval of the Library Director.

Should a holiday occur during a scheduled vacation the holiday will be recognized and the vacation day rescheduled.

Section 5

Part-time employees will receive four (4) hours pay for each holiday recognized in this Agreement.

ARTICLE 18 - VACATIONS

Section 1

Regular full-time employees will be granted paid vacations in accordance with the following schedule:

Based on the employee's anniversary date, vacation shall accumulate on a monthly basis.

<u>Months of Service</u>	<u>Days of Paid Vacation</u>
12 months - 59 months	10 days
60 months - 119 months	20 days
120 months - 179 months	25 days
180 months	30 days

The above vacation schedule shall also apply to part-time employees, except that months of service shall be credited at the rate of 50% for each month the employee averages twenty (20) or more hours per week.

Each full-time employee shall receive four (4) personal business days per calendar year. Employees shall notify Supervisor of intent to take a personal business day at least twenty-four (24) hours prior to taking day. Personal business days may not be accumulated from year to year. Except for the preceding differences, personal business days shall be considered under the limitations associated with vacation day usage.

Section 2

Months of service used for determining vacation time available in any one (1) calendar year will be the years of service as of December 31st of that year. If an employee has less than one (1) full year of service on December 31, and has completed the required probationary period as of December 31, the employee is entitled to one (1) vacation day for each full month employed from date of hire through December 31, not to exceed ten (10). Vacation time thus earned must be taken during the first six (6) months of the ensuing calendar year.

Section 3

Vacation time is available, due the employee, and may be taken by the employee during the calendar year. To receive full vacation pay as set forth above, an employee shall have actually performed work for a minimum of 1040 hours during the calendar year.

Section 4

Time off for vacation purposes shall be mutually agreed between the Employer and employee. However, first preference for time off for vacation purposes shall be granted to employees based on the guidelines set forth in Section 5.

Section 5

Vacation preferences submitted by March 15th will be scheduled according to seniority. Thereafter, vacations will be considered on a first-come, first-served basis with the request being submitted to the employer at least thirty (30) days prior to the requested vacation date.

Section 6

Employee vacation pay shall be computed on the basis of regular straight time rate, exclusive of any and all premiums, and will be paid in conjunction with the regular weekly pay day schedule. If a regular pay day falls during an employee's vacation and he is on vacation for two (2) weeks or longer, he will be entitled to receive his pay check in advance before going on vacation. Employees so eligible and desiring such advance pay must make written request to the City Treasurer at least two (2) weeks before leaving on vacation.

Section 7

Vacations may be taken in one (1) day increments. No more than three (3) weeks vacation may be taken at any one time; except that upon written application the Employer may waive this requirement for unusual circumstances.

Section 8

At the time of termination of employment, any accumulated and unused vacation time shall not be paid for by the City, except that if an employee voluntarily resigns he must provide the City with a minimum fifteen (15) calendar days written notice of such resignation in order to receive pay for any accumulated vacation time.

Section 9

If any employee becomes ill and is under the care of a medical doctor during his vacation, and the employee has accumulated sick leave credits, his vacation days shall be substituted with sick leave and the vacation days reinstated.

Section 10

A vacation may not be waived by an employee and extra pay received for work during that period.

Section 11

When a paid holiday, as defined by this Agreement, falls during an employee's scheduled vacation, the holiday will be allowed and the vacation leave extended accordingly.

Section 12

Employee will be permitted to carry over up to five (5) days vacation upon approval of the City Manager. Approval must be secured prior to December 1st of the current year. Carry over vacation days may be utilized any time prior to December 1st of the following year, provided such use conforms with the scheduling requirements elaborated upon elsewhere in this contract.

ARTICLE 19 - SICK LEAVE

Section 1

Employees covered by this Agreement shall accrue one (1) day with pay as sick leave for each completed month of service commencing with the employee's most recent hiring-in date.

Section 2

Sick leave will be available for use by employees for the following purposes only:

(a) Acute personal illness or incapacity over which the employee has no reasonable control;

(b) Absence from work because of exposure to contagious disease which according to public health standards would constitute a danger to the health of others by the employee's attendance at work.

(c) An employee may use sick leave granted per this contract for illnesses of employees or their immediate family. This use will occur after first obtaining approval from the employee's supervisor in accordance with normal procedures for obtaining such approval as established in other sections of this contract. After the equivalent of 40 total hours of sick leave have been used for this purpose in a calendar year, it will be the employee's supervisor's discretion to require a licensed medical doctors written certification of the sickness of the employee's immediate family member for additional use of sick leave for this purpose in the remainder of the calendar year. All usage and/or granting of sick leave per the preceding sentences will be followed by the parties of this agreement provided that it does not conflict with the 1993 Family Leave Act.

Section 3

Any employee absent more than two (2) work days due to claimed illness, shall upon the Employer's request, furnish a physician's statement of incapacity to work. The Employer reserves the right to have any employee absent due to claimed

illness examined by the physician of the Employer's choice at the Employer's expense.

Conflicts of medical opinion shall be resolved by a mutually acceptable third physician.

Section 4

Any employee who becomes ill and is unable to report for work, unless circumstances beyond the control of the employee prevent such reporting, must notify his immediate supervisor no later than fifteen (15) minutes after the starting time of his particular shift. The employee on sick leave must also periodically report to his supervisor as to his status. Failure to comply with the above reporting requirements may result in sick leave pay being withheld.

Section 5

Unused sick days may be accumulated without a maximum limit or capacity, except as related to payment upon death or retirement.

Section 6

After an employee has accumulated twenty-four (24) sick leave days, the employee will be paid a bonus for each calendar year in which the employee uses two (2) or less sick leave days. The bonus shall take the form of compensation based on the extension of the employee's current hourly rate of pay times 24 hours, (3 days equivalent pay), or the employee shall have the option of receiving three (3) additional annual leave days. This bonus payment shall be made on the second Friday in January in the succeeding calendar year.

Section 7

For loss time on account of injury incurred in the course of the employee's service to the City, regular employees shall receive full pay for up to five (5) work days after the occurrence without drawing on accumulated sick leave credits for any one injury, but same shall not be allowed on any reoccurrences of a previous injury.

A. A regular full time employee who suffers injury in the course of service to the City shall, after the first week, compensable under the Worker's Compensation Act, be paid the difference between his regular straight time wages and the worker's compensation payment. This payment arrangement shall continue until such time that the employee exhaust his accumulated sick leave credits. The employee shall endorse over to the Employer any compensation received under the

Worker's Compensation Act, during the period that the employee is receiving full pay from the City.

B. When sick leave credits are exhausted, the employee will remain on Worker's Compensation until its benefits are exhausted.

Section 8

Absence for a fraction of a day that is chargeable to sick leave in accordance with these provisions shall be charged proportionately in an amount not smaller than one-half (1/2) day. Except that if any employee reports for work and leaves due to illness during the same work day, sick leave time shall be charged in tenths (10ths) of hours.

Section 9

Use of sick leave for personal business or purposes not specifically enumerated in this Agreement is not allowed and its use as such may be cause for disciplinary action.

Section 10

Upon retirement of an employee from the City, the Employer will pay the employee for fifty percent (50%) of his accumulated sick days to a maximum of one hundred and fifty (150) days at the time of his retirement at his then current straight time rate of pay.

Upon the death of an employee, the Employer will pay his estate for one hundred percent (100%) of his accumulated sick days to a maximum of one hundred fifty (150), days at the time of his death at his then current straight time rate of pay.

For the purpose of this Article a part-time employees day equals their regularly scheduled weekly hours divided by five (5).

ARTICLE 20 - RETIREMENT

The City will provide the C-2 MERS Retirement Plan with a C-1 old base to all full-time employees. Effective July 1, 1995, the City will provide the MMERS B-2 Retirement Plan to all full-time employees, and make all required contributions during the term of this Agreement.

ARTICLE 21 - LEAVES OF ABSENCE

Section 1 General Leave (including Medical)

A general leave of absence is a written authorized absence from work for not more than thirty (30) calendar days at a time

without pay. A leave shall be granted, denied or extended in the exclusive discretion of the Employer, upon written request for such leave. Only a permanent and regular full-time employee who has completed his probationary period shall be granted a leave of absence.

A) In no event shall the duration of any general leave exceed three (3) calendar months.

B) All leave requests shall state the exact date on which the leave begins and the exact date on which the employee is to return to work.

C) If an employee obtains a leave of absence for a reason other than stated at the time the request is made, the employee will be terminated from his job.

D) Failure to return to work on the exact date scheduled shall be cause for termination in the sole discretion of the Employer.

E) The employee must provide information in the request indicating how the time will be spent.

F) Acceptance of employment or working for another Employer while on leave of absence, without prior approval shall result in immediate and complete loss of employment with the Employer.

G) No employee shall return to work prior to the expiration of his leave unless otherwise agreed to by the Employer. The employee shall give written notification fourteen (14) calendar days prior to the expiration date of their leave of their intentions of returning.

H) The employee may continue insurance coverage at their own expense during a leave of absence.

I) Leaves of absence for any reason shall not be granted until accumulated vacation time has been used. Leaves of absence connected with medical reasons shall not be granted until accumulated sick time has been used and all short term disability benefits have been exhausted. Applications for general leave of absence due to illness (medical/pregnancy) or recuperation must be accompanied by a physician's statement, indicating the nature of the malady and the recommended time away from the job.

J) Leaves of absence are granted by the City Manager, with the concurrence of the Department Head. Requests for leaves of absence shall be made through the Department Head.

K) Extensions to leaves of absence may be granted at the sole discretion of the City following written request by the employee seeking the extension. The decision on extension shall be made by the City Manager, with the concurrence of the Department Head.

L) An employee on a leave of absence must notify the City, through their Department Head if his/her reason for needing a leave changes. Failure to do so may, at the City's discretion, result in the discharge of the employee.

M) Upon the return of the employee utilizing the leave of absence for medical reasons, the employee shall provide the City with a doctor's statement of fitness. The City shall have the right at its expense to have the employee submit to a physical examination by a doctor of the City's choice.

N) During a leave, the employee will not earn service credits towards the retirement plan. Accrued retirement benefits are not forfeited.

O) Time absent from work on general leave shall not be counted as time at work for any aspect of this contract. Insurance benefits under a general leave will be maintained only for the balance of the month in which the general leave begins or billing period in which the leave takes place, or until the next premium is due, whichever is later. The employee utilizing general leave shall not accumulate sick or vacation days during the term of the leave.

Upon return of an employee from a leave of absence, he/she shall be re-employed at his/her former classification and rate of pay, if available, or at work generally similar to that which he/she did last and at the prevailing rate of pay for that job, if available.

An employee who is on an unpaid leave of absence shall not accumulate seniority while on such leave of absence, but upon return to his employment shall have the same seniority he had at the time the leave of absence commenced.

Leaves provided for in this Agreement may be temporarily suspended during any period of emergency declared by the City after notification to the employee by certified mail.

Section 2 Educational Leave

An unpaid education leave may be granted by the City to an employee who wishes to improve his/her work skills. Education leaves shall be granted in semester or terms, not to exceed three (3) calendar months. An employee's position will not be left open for him/her while he/she is on educational leave. An

employee must have one (1) year of continuous employment with the City to be eligible for an educational leave.

Section 3 Jury Duty

Any employee who is called to and reports for jury duty shall be paid by the Employer for each day partially or wholly spent in performing jury duty, if the employee was otherwise scheduled to work those times for the Employer. The jury duty fee, paid by the Court, not including travel allowance or reimbursement for expenses incurred, shall be endorsed over to the City of Brighton upon receipt by the employee. In order to receive payment under this Section, an employee must give the Employer prior notice that he has been summoned for jury duty and must furnish satisfactory evidence that jury duty was performed on the days for which payment is claimed. The provisions of this Section are not applicable to an employee who without being summoned, volunteers for jury duty.

Section 4 Military Leave

A) Employees who are called for a physical examination for the Armed Services, shall be entitled to one day's leave with pay for the day of the physical.

B) Any employee on the seniority list inducted into the Armed Forces for the United States within the meaning of the Selective Service Act of 1967, herein called the Act, or a similar Federal Law in the time of National Emergency, who, within the meaning of the Act, satisfactorily completes his period of service, shall upon termination of such service and consistent with such Act, be reemployed in line with his seniority at the then current rate for such work, provided he is physically and mentally able, in the opinion of the Employer's doctor to perform the work in the classification from which inducted, and who reports for work within ninety (90) calendar days from the date he is discharged or otherwise separated from such service in the Armed Forces of the United States; provided further that it is not the intent of the parties hereto to require that the Employer provide any right or assume duties or obligations, monetary or otherwise, other than those rights, duties and obligations specifically set forth in applicable Federal Law.

Section 5 Bereavement Leave

A) When a death occurs in the employee's immediate family, spouse, parent, parent of current spouse, child, brother or sister, the employee on request to his supervisor, may be excused for any of the first three (3) normally scheduled working days immediately following the date of death, provided he attends the funeral.'

If the funeral is held at a distance two hundred miles or further from the City of Brighton, an additional two (2) days leave may be granted.

Bereavement leave may be given to an employee for a death involving someone other than the relatives specifically named above. Special approval of the City Manager is required and an employee must submit written justification of the existence of an unusual relationship to the deceased. The City Manager or the employee's supervisor may require proof of attendance at the funeral for which leave is requested.

B) Full-time and part-time employees excused from work under this Section shall, after completing required forms, receive the amount of wages, exclusive of any and all premiums that he would have earned by working during straight time hours on such scheduled days of work for which he was excused. Time thus paid will not be counted as hours worked for purposes of overtime.

Section 6 Pregnancy Leave

Pregnancy leave shall be treated as any other disability or medical leave in the City as prescribed by law.

ARTICLE 22 - HEALTH INSURANCE

Section 1

The Employer agrees to continue its present practice of providing health insurance for full-time employees and their immediate families (spouse and eligible children only). All premiums for such health insurance shall be paid for by the City except as hereinafter provided.

Section 2

Health insurance provided will be as presently made available through Michigan Blue Cross/Shield or equivalent coverage. Coverage shall be in accordance with the following items:

MVF-I with D45DNM Rider

Master Medical - Option II

F.A.F. Rider

\$2.00 Co-Pay P.D.P. Rider

Section 3

Full-time regular and probationary employees will be eligible for health insurance in a time frame set forth in the New Hire Agreement between the Employer and Blue Cross/Shield of Michigan, as detailed in Attachment A and made a part hereto. The Employer will continue to pay premium costs for coverage of the employee, his/her spouse and eligible children following retirement from active employment with the employer, if the retiree has chosen the survivor option.

Section 4

The Employer shall select or change the insurance carrier in its discretion and shall be entitled to receive any dividends, refunds, or rebates earned without condition or limit of any kind.

Section 5

All benefits shall be subject to standard provisions set forth in the policy or policies.

Section 6

When employment and seniority is interrupted by layoff, discharge, quit or leave of absence, the herein described insurance coverage will continue only for the balance of the month or billing period in which such termination occurs, or until the next premium is due, whichever is later.

Section 7

Should the Employer be obligated by law to contribute to a governmentally sponsored insurance program, national or otherwise, which duplicates the benefits provided by the Employer under insurance policies currently in effect as a result of this Agreement, it is the intent of the parties that the Employer not be obligated to provide double coverage and to escape such double payments, the Employer shall be permitted to cancel benefits or policies which duplicate, in whole or in part, compulsory governmental sponsored insurance programs.

Section 8

The Employer agrees to provide Teamsters sponsored dental and optical coverage at the premium cost.

ARTICLE 23 - TEAMSTERS DENTAL AND OPTICAL

The Employer agrees to pay into the Michigan Conference of Teamsters Welfare Fund, for each full-time employee covered by this Agreement who is on the regular seniority list, unless

otherwise specified, a dental and optical contribution as set forth annually by the Michigan Conference of Teamsters Welfare Fund for the Group 201 Plan.

Contributions to the Health and Welfare Fund must be made for each full-time employee for each week worked in the service of the City including paid vacations and weeks where work is performed for the Employer, but not under the provisions of this contract, and although contributions may be made for those weeks into some other Health Fund.

Notwithstanding anything herein contained, it is agreed that in the event any Employer is delinquent at the end of a monthly period in the payment of his contribution to the Health and Welfare Fund, in accordance with the rules and regulations of the Trustees of such Fund and after the proper official of the Local Union shall have given 72 hours notice to the Employer of such delinquency in the Health and Welfare fund payments, the Union shall have the right to take such action as it deems necessary until such delinquent payments are made, and it is further agreed that in the event such action is taken, the Employer shall be responsible to the employees for losses resulting therefrom.

It is agreed that the Welfare Fund will be separately administered jointly by Employer and Union in compliance with all applicable law and regulations, both State and Federal.

By the execution of this Agreement, the Employer authorizes the Employers Association who are signatories to collective bargaining agreements with Teamsters Unions containing similar provisions, to enter into appropriate trust agreements necessary for the administration of such fund, and to designate the Employer Trustees under such Trust Agreements, hereby waiving all notice thereof and ratifying all actions already taken or to be taken by such Trustees within the scope of their authority.

ARTICLE 24 - LIFE INSURANCE

Section 1

The Employer will provide term life insurance coverage for all regular full-time employees who have successfully completed their probationary period. Coverage will be in the amount of \$30,000 paid by the Employer and will include the same AD & D rider as is currently included. Coverage will not be reduced at either age 65 or 70.

Section 2

The Employer shall select or change the insurance carrier in its discretion, provided that equivalent benefits provided are not reduced and shall be entitled to receive any dividends, refunds or rebates without condition of limit of any kind.

Section 3

All benefits shall be subject to standard provisions set forth in the policy.

Section 4

When employment is interrupted by discharge, resignation, retirement or leave of absence, the herein described insurance coverage will continue only for the balance of the month in which such event occurs, or until the next premium is due, whichever is later.

ARTICLE 25 - DISABILITY INSURANCE

Effective the first month following ratification, the Employer agrees to provide a Disability Income/Life Insurance Policy to each member of the bargaining unit consistent with the schedule of insurance benefits detailed in Attachment A:, made a part of this Agreement. This benefit shall be provided at no cost to the members of this bargaining unit.

ARTICLE 26 - INSURANCE(S)

Should the Employer be obligated by law to contribute to any governmentally sponsored insurance program, national or otherwise, which duplicates benefits provided by the Employer under insurance policies currently in effect as a result of this Agreement, it is the intent of the parties that the Employer not be obligated to provide double coverage and to escape such double payments, the Employer shall be permitted to cancel benefits or policies which duplicate, in whole or in part, compulsory governmental sponsored insurance programs.

ARTICLE 27 - WORKER'S COMPENSATION (ON-THE-JOB-INJURY)

Each employee will be covered by the applicable worker's compensation laws for loss of time on account of injury incurred in the course of employee's service to the City.

ARTICLE 28 - BULLETIN BOARDS

Section 1

The Employer agrees to provide bulletin board space which may be used by the Union for the following notices:

- A. notices of Union meetings;
- B. notices of Union elections and the results where they pertain to the Employer's employees;

- C. notices of Union recreational and social events;
- D. other notices concerning Union affairs which are not political or controversial in nature.

Section 2

It is agreed that all other notices prior to being posted shall be submitted to the Employer for its approval.

Section 3

It is further agreed that all notices including those posted by the Union as provided for herein and those posted by the Employer shall not be mutilated, destroyed or defaced by the employees.

If same should occur, the affected employee shall be subject to disciplinary action.

Section 4

The Union agrees that in no event shall such notices be politically partisan, derogatory or critical of the City, or the City's officers, agents, supervisors, employees, departments, or subdivisions; nor shall such notices be derogatory or critical of the services, techniques or methods of the Employer.

Section 5

There shall be no other general distribution or posting by employees or the Union of pamphlets, advertising or political matters, notices, or any kind of literature upon the Employer's premises other than as herein provided.

Section 6

There shall be no solicitation or distribution of any kind by any person in work areas during work time; provided, it is understood that this prohibition does not apply during the work day when employees are properly not engaged in performing their work tasks such as during work breaks or lunch periods.

ARTICLE 29 - SUBCONTRACTING

For the purpose of preserving work and job opportunities for the employees covered by this Agreement, the Employer agrees that no work or services presently performed by any classification or division of the bargaining unit, will be subcontracted, transferred, leased, assigned or conveyed, in whole or in part, to any other plant, vendor, person, or non-unit employee, except that this provision shall not be applicable when the contracting of such work or services will result in better services than can

be obtained from those provided by unit employees, to fill temporary vacancies created by disability/vacation, to meet exigent circumstances not exceeding thirty (30) days, or when such contracting will materially reduce the cost of such service for the general benefit of the City. No subcontracting will be done which would result in the lay off of any member employees on the date of this Agreement.

ARTICLE 30 - SAFETY EQUIPMENT AND ACCIDENTS

Section 1

The Employer shall, at all times, consider the personal safety of the employees in establishing operational procedures. The employees likewise, shall at all times recognize that safe working conditions depend upon the joint efforts of the Employer and employees.

Section 2

If an employee is required by a supervisor to work under a condition which the employee regards as a violation of a safety rule, the employee shall have the right to protest and, if ordered by the supervisor to perform the work involved, the employee shall have the right to perform the work under protest and shall refer the matter to the City Manager for consideration and remedy. However, no employee shall be required to work on any equipment or job that has already been questioned as to safety before it is investigated and remedied.

Section 3

The Employer shall not require employees to take out on the streets or highways, any vehicle that is not in safe operating condition or equipped with safety appliances prescribed by law. It shall be the responsibility of employees to be familiar with and to utilize such safety appliances.

Section 4

Any employee involved in an accident shall immediately report such accident and any physical injuries sustained. An employee may be required to complete a written report concerning the details of such accident or injury and to provide all available names and addresses of witnesses. Failure to comply with this provision shall subject an employee to disciplinary action. In evaluating accidents, the Employer shall take into consideration the reports of police agencies concerning the accident.

Section 5

It shall be the duty of each employee to report all defects of equipment immediately or in no case, later than the end of his shift. Such reports shall be made on forms supplied by the Employer and submitted to the employee's immediate supervisor, with a copy to be retained by the employee. The Employer shall not ask or require any employee to operate equipment that has been reported as having defects until such equipment is repaired.

Section 6

Employees covered by this Agreement in the performance of their duties shall at all times use safety devices and other protective equipment furnished to them and will comply with all safety, sanitary and fire regulations issued by the Employer.

Section 7

Employees involved in accidents involving City vehicles and charged and who have been found guilty with being the cause for that accident and/or receiving citations for traffic violations while driving City vehicles may be subject to disciplinary action which may include discharge.

ARTICLE 31 - GENERAL

Section 1

Authorized representatives of the Union shall be permitted to visit the operation of the Employer during working hours to talk with the Steward of the Local Union and/or representatives of the Employer, concerning matters covered by this Agreement, so long as such visitations do not interfere with the progress of the work force.

Section 2

Should the Employer require any employee to be bonded, the premium shall be paid by the City.

Section 3

The City shall provide at its expense, such legal assistance as shall be required by an employee as the result of acts occurring when and while said employee was in good faith performance of his City duties and responsibilities. If for any reason, such legal assistance is denied, then the City shall notify the employee and Local Union.

All employees currently above scale shall receive a 4% increase, effective January 1, 1995. Wage rates for bargaining unit employees would be as follows:

Lori Shelton	\$15.81
Lucille Needham	\$13.24
Arlene Joins	\$13.10
Lisa Farquar	\$12.46
Jennifer Heins	\$ 7.75
Diana Bernard	\$ 9.80 *
Renee Carr	\$10.30
Kelly Lalonde	\$ 7.75

* "Off Probation" rate. Employee would proceed thru salary steps per contract.

- Effective 7/01/95, all employees and classifications shall receive a 3% increase in wages.
- A lump sum bonus shall be paid to active employees within 15 days after ratification of this Contract, equal to 4.5% of their wages earned (including overtime) during the period 7/1/93 - 12/21/94, calculated as follows:

Lori Shelton	\$ 2,151.63
Lucille Needham	\$ 1,798.61
Arlene Joins	\$ 1,935.53
Jennifer Heins	\$ 1,046.63
Diana Bernard (Lowe)	\$ 1,342.43
Renee Carr	\$ 1,412.05
Kelly Lalonde	\$ 988.80

ARTICLE 34 - LONGEVITY

All regular full-time employees who complete the necessary year of regular full-time continuous service according to the schedule listed below by their seniority date are entitled to longevity compensation.

Longevity will be paid in one lump-sum on the first pay period of December.

<u>CONTINUOUS YEARS OF SERVICE</u>	<u>LONGEVITY COMPENSATION</u>
5 or more and less than 10 years	\$ 250.00
10 or more and less than 15 years	\$ 450.00
15 or more and less than 20 years	\$ 650.00
20 or more and less than 25 years	\$ 850.00
25 or more years	\$1,050.00

ARTICLE 35 - DURATION

This contract shall cover the period of July 1, 1994 through June 30, 1996. Unless otherwise stated herein, the modifications contained in this Agreement shall be effective March 23, 1995 and shall continue in full force and effect until midnight June 30, 1996 when this contract shall terminate. If either party desires to renegotiate this Agreement, it shall give the other party written notice to that effect not less than sixty (60) nor more than ninety (90) days prior to June 30, 1996. In any event, this Agreement shall not be extended beyond except by written consent of the parties.

ARTICLE 36 -SAVINGS

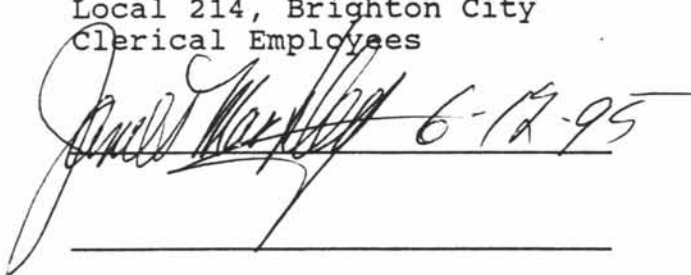
Should any part of this Agreement be rendered or declared illegal or invalid by legislation, decree of a court of competent jurisdiction, Michigan Employment Relations Commission or other established or to be established governmental administrative tribunal, such invalidation shall not effect the remaining portions of this Agreement.

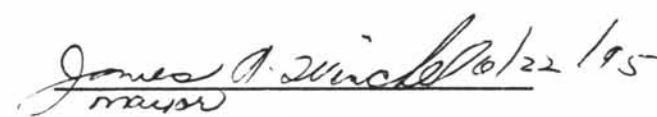
In case any Article is found invalid in accordance with this Article the parties agree to meet and negotiate a replacement Article.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on this 22 day of June, 1995.

Teamsters State, County
and Municipal Employees
Local 214, Brighton City
Clerical Employees

City of Brighton

 6-17-95

 6/22/95
Mauer

 6/22/95
Deputy City Clerk

Letter of Agreement
by and between
The City of Brighton
and
Teamsters Local 214
Brighton Clerical Unit

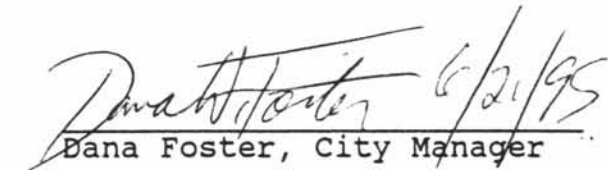
The above noted parties hereby agree as follows:

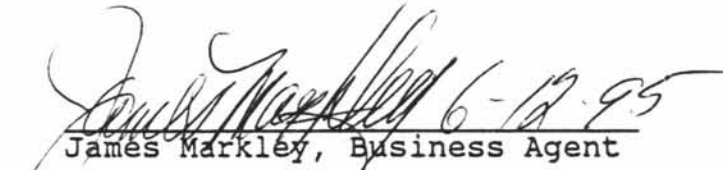
Employees age 65 or over who are eligible for Part A (institutional expenses) & Part B (doctor's expenses) of Medicare, will remain on the City's regular coverage until retirement. Retirees age 65 or over, who are eligible for Parts A & B of Medicare will be eligible for complementary coverage which will retain the retirees health benefits at no less than the level of coverage in effect at the time of retirement. (Medicare is the primary coverage and the City's health insurance is the secondary coverage), at the City's expense.

Signed this 27 day of June, 1995.

For: City of Brighton

For: Teamsters Local 214


Dana Foster, City Manager


James Markley, Business Agent


Arlene Joins, Steward