

6/30/95
- UNION COPY -

Brighton, City of

A G R E E M E N T

between

CITY OF BRIGHTON

- and -

TEAMSTERS STATE, COUNTY AND MUNICIPAL WORKERS

LOCAL 214

Effective July 1, 1992 through June 30, 1995

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A G R E E M E N T

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, hereinafter referred to as the "Union", expresses all mutually agreed covenants between the parties heretofore.

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.

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, creed, national origin, political or Union affiliation.

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.

ARTICLE 1

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 a bargaining unit consisting of: regular full-time and probationary employees of the Sewer and Water Division and Streets Division of the Department of Public Works of the City of Brighton, excluding all supervisory employees, temporary employees, seasonal employees, Police and Fire Department employees and all other employees. Regular full-time employees are those employees who have successfully completed their probationary period, are scheduled on a full-time basis, and are therefore eligible for all benefits and remunerations accorded to regular full-time employees. A probationary employee is an employee hired by the City on a full-time basis, who must complete a probationary period before being accorded the employment rights given to regular full-time employees of the City.

The Employer and the Union agree that the Department of Public Works is relatively small in size. The Employer will endeavor to train the bargaining unit employees to enable them to perform their jobs in an efficient and effective fashion.

ARTICLE 2

EMPLOYEE AND UNION RIGHTS

Section 1.

The Union, as the sole and exclusive bargaining representative of the employees, shall have the rights granted to them 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 full-time and probationary 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 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,

and this Agreement has been executed by the Employer after it has satisfied itself that the Union is the choice of majority of the employees in the bargaining unit.

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 the 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 employees' 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 employment.

c) If any provision of this Article is invalid under Federal law or the laws of the State of Michigan, such provision shall be modified to comply with the requirements of Federal or State law or shall be renegotiated for the purpose of adequate replacement.

Section 3.

The Employer agrees to deduct from the pay of each employee, all dues and initiation fees of Local 214, and pay such amount deducted to said Local 214, for each and every employee,

provided, however, that the Union presents to the Employer, authorizations signed by such employee, allowing such deductions and payments to the Local Union.

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 4.

Local 214 will protect, 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 3

MANAGEMENT

Section 1.

The City, on its own behalf and on behalf of its electors, hereby retains and reserves unto itself, without limitation, all powers, 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 of 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 classification and prescribe and assign job duties, content and classification and to establish wage rates for any new or changed classification; (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 regular full-time employees for cause; (m) to adopt,

revise and enforce working rules and carry out cost and general improvement programs; (n) to transfer, promote and demotes employees from one classification, 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 4

SUPERVISORS

Section 1.

The Employer agrees to respect the jurisdiction of the Union and does not intend to deprive any employee of work, or overtime work, by assigning work to a Foreman or Supervisor. However, it is understood and agreed that foremen or Supervisors are specifically permitted to perform work, including overtime work of the bargaining unit in cases of emergencies such as when there is a shortage of qualified help, when regular employees for any cause are unavailable for work, in any cases where adequate staffing cannot be achieved utilizing employees within the bargaining unit, and in all other cases where unit employees are not displaced.

Section 2.

In emergencies, Supervisors are to be allowed to perform specialized work when those employees in the bargaining unit do not have the skills necessary to perform such work. However, the Employer shall be given all bargaining unit employees the

opportunity to train for all necessary skills required to perform pertinent work.

ARTICLE 5

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 service will result in better services than can be obtained from those provided by unit employees, 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 employed on the date of this Agreement.

Part time help shall be defined as personnel hired to assist and supplement the work force during increased seasonal work load periods. Any part time employees hired shall not exceed 1040 working hours (6 months) in any given calendar year. Employees shall not exceed 40 hours per week unless unit employees are given the opportunity for overtime available. Part time employees shall in no way displace unit employees from the work

force as described in Subcontracting Article 5. The following categories shall be used to classify part time employee status:

A. Seasonal Part Time - Those employees hired for a particular season in relation to increased work load during that "season". Seasonal employees shall assist all divisions as well as non-unit classifications.

B. Regular Part Time - Those employees hired to assist a division for a specific predetermined number of months, weeks, or days.

C. Community Service - Those persons assigned by the County Court System to serve the community for a specific number of days or hours to fulfill their sentence. Persons in this category shall be supervised at all times and shall be assigned tasks not involving the use of motor vehicles, power equipment, or power tools.

ARTICLE 6

EXTRA CONTRACT AGREEMENTS

Section 1

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 provisions of this agreement; or which in any way affects wages, hours or working conditions of said employees, or any individual employee, or which in any way may be considered a proper subject for collective bargaining.

ARTICLE 7

RECOGNITION, UNION SECURITY AND DUES

Section 1.

The Employer recognizes and acknowledges that the Union is the exclusive representative for collective bargaining purposes and for grievance purposes for those classifications of employees covered by 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, except as hereinafter provided.

Employees covered by this Agreement at the time it becomes effective, and who are members of the Union at that time, shall not be required to continue membership in the Union for the duration of this Agreement.

Employees covered by this Agreement who do not elect to become members of the Union, shall not be required to do so during the life of this Agreement.

If a member of the Union desires to withdraw from Union membership, he may do so by giving notice to the Union and to the Employer during the ten (10) calendar days immediately prior to the expiration of the Agreement. Such notice must be in writing and must be signed by the member.

ARTICLE 8

DEDUCTION OF DUES

Section 1.

During the period of time covered by this Agreement, the Employer agrees to deduct from the pay of any employee, all dues and initiation fees of Local 214, provided, however, that the Union presents to the Employer, authorizations signed by such employees allowing such deductions and payments to the Local Union.

A) Amount of any and all Union dues and initiation fees as determined by Secretary Treasurer of the Union will be deducted by the Employer, and transmitted to the Union.

B) The Union agrees that at no time will it solicit or collect monies of any kind on scheduled Employer time.

ARTICLE 9

STEWARDS AND ALTERNATE STEWARDS

Section 1.

Employees covered by this Agreement shall be represented by one Steward or Alternate Steward who shall be regular full time employees of the bargaining unit. The Alternate Steward may function with authority granted to the Union Steward only in the absence of the Steward.

Section 2.

The Steward or Alternate, during his 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 received permission from his Supervisor to do so. The

Supervisor shall grant permission within a reasonable time for such Steward to leave his work for these purpose, subject to necessary emergency exceptions. The privilege of such Steward leaving his work during working 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 any Steward or Alternate will subject such employee to disciplinary action. The Steward and/or Alternate will be required to record or otherwise account for time spent in processing grievances.

Section 3.

The Union will furnish the Employer with the names of its authorized representatives who are employed within the unit and as to any changes as may occur from time to time.

Section 4.

Any work performed by the Union Steward on Union related business outside the employees assigned work hours or work performed for the City outside the regularly scheduled hours shall not be compensable by the City at either straight or overtime rate.

ARTICLE 10

SPECIAL CONFERENCE

Section 1.

Special conferences for important matters may be arranged between the Union and the Employer or his designated representative. Special conferences may be called upon the request of either party.

Section 2.

Such special conference shall be between at least two (2) representatives of the Union and at least two (2) representatives of the Employer. Arrangements for such special conferences shall be made in advance and 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 confined to those included in the agenda. Conferences may be held at any time and shall be limited to one hour duration. Members of the Union shall not loose pay for time lost in such special conferences. Special conferences will be attended by a representative of the Local Union.

Section 3.

Every attempt will be made to schedule special conferences within ten (10) calendar days after the request is made.

ARTICLE 11

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 date he gained probationary, full-time status. Seniority shall be used to rank order employees covered under this Agreement for certain benefits of the Agreement.

The Union shall represent all regular and probationary employees for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment set forth in this Agreement.

Section 6.

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

- A) He quits or retires.
- B) He is discharged and the discharge is not reversed through procedures set forth in this Agreement.
- C) He is absent for two (2) consecutive days without notifying the Employer. In proper cases, exceptions shall be made upon the employee producing convincing 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.

Section 7.

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

Section 8.

Notwithstanding his position on the seniority list, the Steward shall, in the event of a layoff, be continued at work as long as there is a job in the classification which he can perform and shall be recalled to work in the event of a layoff on the first open job in the classification which he can perform.

ARTICLE 12

DISCHARGE OR SUSPENSION

The Employer shall not discharge or suspend any regular full time employee without just cause, but in respect to discharge or suspension, shall give one (1) warning notice of the complaint against such employee to the employee, in writing, and a copy of the same to the Union and Steward, except that nothing herein shall in any way prohibit the Employer, at the discretion of the City Manager, from discharging or otherwise disciplining any employee, regardless of his seniority and without notice, in cases of drunkenness, dishonesty, recklessness resulting in accident, drug abuse, conviction of a crime, insubordination, or taking a job outside the employment of the City during a leave of absence (unless exempted by the City Manager.) If the Employer determines that it is necessary to suspend an employee in order to complete an investigation relative to charges made against him, the employee shall be suspended with pay. The employee will be charged within ten (10) calendar days.

The Employer may establish and enforce reasonable rules in connection with its departmental operations and the maintenance of discipline, provided such rules are not inconsistent with the provisions of this Agreement.

In the event that a discharged employee feels that he has been unjustly dealt with, said employee shall have the right to file a complaint, which must be in writing, with the Employer within five (5) calendar days from the date of his discharge or suspension. Said complaint will be treated as a grievance,

subject to the grievance procedure herein provided. If no complaint is filed within the time specified, then said discharge or suspension shall be deemed to be final.

ARTICLE 13

GRIEVANCE PROCEDURE

Section 1.

The term "grievance" is defined as any complaint concerning the interpretation or application of the terms of this Agreement.

Section 2.

All grievances arising under or during the term of this Agreement shall be settled in accordance with the procedure herein provided. Every effort shall be made to adjust controversies and disagreements in an amicable manner between the Employer and the Union.

Section 3.

Should any grievance arise between the Employer and employee(s), and earnest effort shall be made to settle such grievance in the following manner:

STEP 1.

Any aggrieved employees must first attempt to resolve his grievance through consultation with his immediate Supervisor. He must inform the Supervisor of his grievance within five (5) calendar days. After the Supervisor has been informed and if not settled, the grievance shall be processed as provided for in Step 2.

STEP 2.

A conference will be scheduled between the aggrieved employee and/or the Steward and the Employer within five (5) calendar days of the consultation referred to in Step 1. If not settled, the grievance shall be processed as provided for in Step 3.

STEP 3.

In the event a grievance between the Employer and employee(s) is not settled as provided for in prior steps, the grievance shall be reduced to writing, on forms furnished by the Employer, and approved by the Union, and signed by the aggrieved employee and served upon the Employer within twenty (20) calendar days of the alleged grievance. The preparation of the written grievance will be performed on the employee's own time and not during working hours.

STEP 4.

Within five (5) calendar days after receipt of the written grievance, a conference between representatives of the Union and Employer shall be held. Within three (3) calendar days following the day on which this conference is held, the Employer in the case where the aggrieved party is an employee of the Union and the Union in the case where the Employer is the aggrieved party shall render a decision in writing. Such decision shall be considered as satisfactory and the grievance considered settled unless the aggrieved party notifies the other, in writing, within fifteen (15)

calendar days after mailing the decision that it intends to submit the grievance to arbitration as hereinafter provided.

SECTION 4.

A) If the grievance has not been settled as provided for in Section 3, Step 4 above, and if the aggrieved party has furnished the appropriate notice as required by that Section, the grievance shall be submitted to arbitration. Arbitrable matters shall be submitted to a tripartite arbitration panel comprised of three (3) arbitrators; one to be appointed by each party, and the third to be appointed by the two arbitrators selected by the parties. The initiating party shall communicate in writing, his choice of an arbitrator within fifteen (15) calendar days after it has notified the other that it intends to submit the grievance to arbitration. The responding party shall thereafter have fifteen (15) calendar days within which to name its arbitrator. Within fifteen (15) calendar days thereafter, these two arbitrators so appointed shall name the third arbitrator. The hearing shall be within thirty (3) calendar days thereafter and a decision shall be made by the arbitrators within fifteen (15) calendar days after the hearing has been held. Adjournments of the hearing shall be granted upon mutual consent of the parties or upon the request of either party to the arbitrators and upon showing of good cause. If either party shall refuse or neglect to appoint an arbitrator within the time allowed, then the arbitrator appointed by the other shall have the power to proceed to arbitrate and determine the matters of the parties hereto for that purpose. He shall conduct a hearing and make an award

without the necessity of any other arbitrator. If the two arbitrators appointed by the parties cannot agree upon a third arbitrator after a good faith effort, the grievance shall be submitted to the Federal Mediation and Conciliation Service to be processed in accordance with the rules of said agency.

B) Arbitration shall only resolve disputes between the parties over the interpretation or application of the matters which are specifically covered in this contract and which are not excluded from arbitration.

C) Excluded from arbitration are the following:

1) Unadjusted grievances which question the exercise on the rights set forth in Article 3, Section 1, of this Agreement.

2) Unadjusted grievances which question the use or application of any right over which the Employer is given unilateral discretion in this Agreement.

3) Disputes and unresolved grievances concerning the discipline or discharge of strikers who struck in violation of the No-Strike Pledge in this Agreement.

4) Any matter otherwise subject to arbitration, but over which the Union strikes, contrary to its No-Strike Pledge in this Agreement.

D) Excluded from arbitration, but in no manner waived in any other process, are any monetary claims by the Employer against the Union, its officers, or members, for a breach of the No-Strike Pledge in this Agreement.

E) The arbitrator shall have no power to add to or subtract from, or in any way modify any of the terms of this Agreement.

F) In the event a case is appealed to an arbitrator and he finds that he has no power to rule on such case, the matter shall be referred back to the parties without decision or recommendation on the merits of the case.

G) The compensation and necessary expenses of the arbitrator shall be borne equally by the Employer and the Union. All other expenses shall be paid by the party incurring them.

ARTICLE 14

LAYOFF AND RECALL

Section 1.

The word layoff means a reduction in the working force due to a decrease of work or limitation in funds.

Section 2.

When there is a decrease in the work force, seasonal, part-time, or probationary employees will be laid off on a departmental or divisional basis, provided employees with seniority can perform the available work.

Section 3.

The Employer will not use an employee in a classification in which he is not classified if another employee is laid off there from except in cases of emergency.

Section 4.

Seniority employees will be laid off according to seniority on a departmental or divisional basis providing the employees

with the greatest seniority are able to perform the available work.

Section 5.

- A) When the work force is to be increased after a layoff, employees will be recalled according to seniority in reverse order of layoff, provided the employee with the greatest seniority is able to perform available work. If the position is still existing, an employee shall be returned to his prior classification. If not existing, he shall be returned to his prior classification, when such position is opened again.
- B) Notice of recall may be telephone, confirmed by certified mail to the employee's last known address.
- C) Employees will be granted up to fifteen (15) calendar days to return to work upon request.

ARTICLE 15

PROMOTIONS AND SHIFT PREFERENCE

Section 1.

Permanent job vacancies within the bargaining unit shall be made known through written notice of the opening, indicating job duties and rate of pay and shall be posted for a period of at least seven (7) calendar days in the work area of the unit. Any employee may signify to the Employer, in writing, during that period, an interest in being considered for the opening. The Employer shall make his selection on the basis of seniority and ability; whenever seniority and ability of the employees being considered are reasonably equal, seniority shall prevail. If no employee has indicated an interest, or the Employer determines

that no employee has the appropriate qualifications, the vacancy may be filled by outside hiring. The decision of the Employer shall not be arbitrary or capricious.

Section 2.

An employee who is promoted shall be so promoted on a ninety (90) calendar day probationary basis. The Public Works Director at his sole discretion may extend the probationary period an additional sixty (60) calendar days to evaluate the employees performance. If extended, the Director shall inform the employee of the reasons. If the Employer determines that the job is not being satisfactorily performed, the employee shall be returned to his former position and former rate of pay without loss of seniority.

Section 3.

Seniority employees may be considered for shift preferences upon making written application to change shifts after having worked in an assigned shift for at least three (3) months or by mutual agreement between employee and Employer.

Seniority shall be recognized as a primary basis of shift preference and job assignments, provided that such recognition will not be detrimental to the operation of the department. The City Manager will consider such requests and shall grant those changes that, in his view, will not be detrimental. However, his decision shall not be arbitrary or capricious.

Shift preferences will be made available in the sole discretion of the Employer and nothing herein shall be construed as making mandatory such availability of shift preferences.

ARTICLE 16

STRIKES - LOCKOUT

Section 1.

The City will not lockout employees during the term of this 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, sit-down, stay-in or slowdown in any department of the City or any curtailment of work or restriction of production or interference with the operations of the City, or any picketing or patrolling, the City shall not be required to negotiate on the merits of the dispute which gave rise to the stoppage or curtailment until same has ceased.

In the event of a work stoppage, picketing, patrolling, or any other curtailment by the Union or the employees covered hereunder during the term of this Agreement, the Union, by its officers, agents and Stewards, shall immediately declare such work stoppage, picketing, patrolling or other curtailment to be illegal and unauthorized, in writing to the employees and other 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 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 17

LEAVES OF ABSENCE

Section 1. General Leave

A leave of absence is 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 from a bargaining unit employee who shall state the reason for such leave upon his application. Only a regular full-time employee shall be granted a general leave of absence.

A. In no event shall the duration of any 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. Employees shall not accept employment elsewhere while on a leave of absence unless agreed to by the Employer. Acceptance of employment or working for another employer while on a leave of absence shall result in immediate and complete loss of employment with the Employer.
- F. No employee shall return to work prior to the expiration of his leave unless otherwise agreed to by the Employer.
- G. Time absent from work on 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 occurs or billing period in which the leave takes place, or until the next premium is due, whichever is later. The employee using general leave shall not accumulate sick or vacation days during the term of the leave.

Section 2.

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

Section 3.

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

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 of 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 ten 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. Jury Duty Leave

Any employee who is called to and reports for jury duty shall be paid by the Employer for each day particularly 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 6.

Employees required, either by the City of Brighton or any public agency, to appear before a court or such agency on matters related to their work for the City of Brighton, shall be granted a leave of absence with pay (as set forth in the following paragraph) for the period during which they are so required to be absent from work.

Such employees shall be paid the difference, if any, between the compensation they receive from the court or agency and their regular straight time rate exclusive of any and all premiums.

Section 7. Union Business Leave

Members of the bargaining unit selected to attend Union conferences of 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 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 such request in any one calendar year.

Section 8. Educational Leave

An unpaid leave of absence may be granted subject to the conditions herein set forth in this Article for educational purposes provided that the course of study will be such as to assist the employee in developing additional skills which can be used in the course of his employment with the Employer.

Section 9.

Employees covered by this Agreement who have been elected by the bargaining unit to participate in negotiations with the Employer may, in the Employer's discretion, be allowed time off with pay to participate in such negotiations when held during regular working hours. Provided that no more than one such bargaining unit employee will be allowed time off from work for this purpose at any one time.

ARTICLE 18

BEREAVEMENT LEAVE

Section 1.

When a death occurs in the employee's immediate family, i.e., spouse, parent, parent of current spouse, child, brother or sister, the employee on request to this Supervisor, will 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 further from the City of Brighton, an additional two (2) days leave will 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 of the employee's Supervisor may require proof of attendance at the funeral for which leave is requested.

Section 2.

An employee 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.

ARTICLE 19

HOURS OF WORK, OVERTIME

Section 1.

The normal work day for regular and probationary employees shall be eight (8) consecutive hours excluding non-paid lunch periods. The normal work week for regular full-time and probationary employees shall be five (5) work days, Monday thru Friday, and shall normally be of forty (40) hours duration, except as otherwise provided herein. This Section shall not be construed as, and is not, a guarantee of any number of hours of work per day or per week.

Section 2.

For all employees, the work hour shall be broken into ten six minute segments. An employee shall be noted as late for work if he does not report ready for work at his work station at his starting time. If an employee reports for work late, four minutes or more after starting time, he shall be docked in major segments of one tenth of an hour. Overtime pay shall be computed in tenths, or major segments of tenths, of an hour.

Section 3.

If an employee is more than thirty (30) minutes tardy without notifying his Supervisor, his Supervisor may decide not to use him for the balance of the working day, in which event he shall not receive any pay for that day.

Section 4.

It is recognized and understood that in connection with the street sweeping function, certain deviations from regular work schedules are now in existence and may, in the future, be continued or modified. No such deviations shall be considered a violation of this Agreement. Employees performing street sweeping operations will be expected to report for work early on certain days, complete an eight (8) hour shift and leave work at the end of eight hours. Employees performing this work shall not be eligible for overtime pay unless the work period exceeds eight (8) hours in any one day. Similar deviations from work schedules may be instituted by mutual consent between Employer and employee.

Section 5.

If requested to work overtime, an employee will be expected to do so unless he has justifiable reason for refusing. Overtime pay shall be at the rate of one and one-half (1 1/2) times the hourly rate for all hours worked in excess of eight (8) consecutive hours, exclusive of paid lunch period, in one day or over forty (40) hours in one week.

Section 6.

Call-in overtime work shall be distributed as equally as possible among all employees within the Department, within a reasonable period of time and within the classifications affected, provided the employee is capable of performing the work. Employees who are offered the opportunity to work overtime and refuse it shall be charged the amount of overtime actually

worked by the employee who does the required work for the purpose of equitable distribution of overtime.

Section 7.

Overtime pay shall not be pyramided, compounded or paid twice for the same hours worked.

Section 8.

Department of Public Works employees will generally work from 7:00 a.m. until 3:30 p.m., Monday through Friday, provided that the Employer may, in its discretion, make seasonal adjustments in working hours not to exceed one hour. Such changes shall not be arbitrary and shall be based on the legitimate needs of management.

Section 9.

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

Section 10.

Excused absence due to illness shall be counted as a day worked for the purpose of overtime computations.

Sections 11.

Employees performing work on Saturday or Sunday when such days are not part of the regular work schedule, shall be compensated for such work at the rate of one and one-half (1 1/2) times the regular rate for Saturday work and two (2) times the regular rate for Sunday work.

Section 12.

The Employer will provide an up-to-date overtime list each month with accumulation totals for each employee.

Section 13.

All work performed outside the normal shift shall be paid at the applicable overtime rate. An employee reporting for a call-in assignment shall be guaranteed three (3) hours pay at the rate of one and one-half (1 1/2) times his hourly rate. Call-in time shall mean that overtime work performed by an employee who has been called back to work after having completed his scheduled work day. The employee's Supervisor may assign additional tasks to be completed on a call-in assignment beyond that for which the employee was called in for in order that the employee may complete three (3) hours of work. The call-in time guarantee shall not apply to overtime work which is a continuous extension of the normal scheduled work day whether at the beginning or end of the scheduled day.

Section 14.

Employees called in under this provision are expected to respond promptly. It is understood and agreed by the parties that prompt response shall be consistent with safety considerations. Unless otherwise arranged and approved by the Supervisor, employees called in shall be expected to report to the work site no later than one (1) hour after agreeing to report. Employees who have not made prior arrangements with the Supervisor, may, at the discretion of the Supervisor, be sent home and shall forfeit the three (3) hour minimum call-in pay.

Section 15.

For employees in classifications covered by this Agreement, there shall be one-half hour lunch period without pay to be scheduled by the Employer as close to the middle of the shift as possible.

Section 16.

An employee required to work more than two (2) hours overtime shall be granted a fifteen minute paid rest period. In the event that such overtime 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 17.

There shall be a five (5) minute wash-up period before noon lunch period and a fifteen (15) minute wash-up period at the end of the work shift. If an employee performs a job for the Employer during the last fifteen (15) minutes of the shift (wash-up time) he or she shall be compensated at the minimum of thirty (30) minutes of overtime premium pay or the time required to perform the work if longer than thirty (30) minutes, at the overtime premium pay rate. After the job is completed, wash-up time of fifteen (15) minutes shall be added on top of all previous time worked for the day.

Section 18.

Employees who must leave the premises or job site at any time during the work day for any reason shall inform their Supervisor of the reason for leaving, destination and estimated

return time, and secure such Supervisor's permission prior to leaving.

Section 19.

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

Section 20.

Any absence of any employee from regularly scheduled work including any absence for any single day or part of a work day that is not authorized by a specific grant of leave under this Agreement shall be deemed to be absent without leave; any such absence shall be without pay and subject to disciplinary action.

ARTICLE 20

HOLIDAYS

Section 1.

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

- | | |
|---------------------|---------------------------|
| Employee's Birthday | Veteran's Day |
| President's Day | Thanksgiving Day |
| Good Friday | Friday After Thanksgiving |
| Memorial Day | Christmas Eve |
| Independence Day | Christmas Day |
| Labor Day | New Year's Eve |
| | New Year's Day |

Section 2.

To be eligible for holiday pay, an employee must:

- A. Work full time and have obtained seniority on the date the holiday occurs.
- B. Work, in full, the employee's last scheduled working day, prior to the employee's next regularly scheduled work day subsequent to the holiday, unless on sick leave.
- C. Be otherwise scheduled to work on such day if it had not been observed as a holiday.

Section 3. Holiday Pay

An employee required to work on any of the paid holidays, shall be paid two (2) times his hourly rate for hours worked in addition to a paid holiday.

Section 4.

Should a paid holiday fall on a Saturday, the Friday preceding that day will be considered as the holiday. If a holiday falls on a Sunday, the Monday following shall be considered as the holiday.

Section 5.

If a holiday falls during an employee's vacation, an extra day's vacation will be granted.

ARTICLE 21

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>Years 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

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

Section 2.

Years 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) day vacation for each full month

employed from date of hire through December 31. 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 considered on a first come-first serve basis. Thereafter, vacation will be scheduled according to seniority with the request being submitted to the Employer at least thirty (30) days prior to requested vacation date.

Section 6.

Employee vacation pay shall be computed on the basis of his 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 to be 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 on 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 Director of Public Works. 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 22

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 hire-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.

Section 3.

An 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 day 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 of 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 exhausts 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 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 days (150) at the time of 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 and fifty (150) days at the time of death at his then current straight time rate of pay.

ARTICLE 23

LIFE INSURANCE

Section 1.

The Employer will provide term life insurance coverage for all regular full time employees. Coverage will be in the amount of Fifteen Thousand Dollars (\$15,000), effective July 1, 1986, and the full premium will be paid by the Employer.

Section 2.

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

Section 3.

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

Section 4.

When employment is interrupted by discharge, resignation, retirement or leave of absence, the herein described insurance coverage will continue for the balance of the month in which termination occurs or until the next premium is due, whichever is later. When employment is interrupted by lay off, the herein described insurance coverage will continue for a period of six (6) months. Employees retiring from City employment or on leave of absence will be allowed to keep life insurance through the City in effect at their own expense if the City is able to get such coverage through the insurance company providing the life insurance.

Section 5.

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.

ARTICLE 24

RETIREMENT

Retirement shall be defined as separation from employment after having achieved the age and years of service requirements which would make the employee eligible for one of the pension options as defined by MMERS. The age and years of service requirement are as follows:

EFFECTIVE JULY 1, 1992

- 60 years of age with 10 years of service
- or 55 years of age with 15 years of service
- or 50 years of age with 25 years of service

The Employer will maintain retirement program Plan C-2 provided by MMERS.

EFFECTIVE JULY 1, 1993

- 60 years of age with 10 years of service.
- or 55 years of age with 20 years of service.

The Employer shall make all required contributions to maintain MMERS Plan B-2 with the F-55 - 20 Rider for the term of this Agreement.

ARTICLE 25

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 Employer and employee. A safety committee shall be established, comprised of

the Public Works Director, the Steward, and a member representative. The committee shall meet of the request of either the City or Union. An agenda specifying safety issues shall be prepared by the party requesting the meeting shall address only agenda items. The meeting shall be held within five (5) calendar days following the receipt of the agenda. These meetings shall not be held more frequently than once per month unless an emergency situation exists.

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 any 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 has been 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 26

WAIVER

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 areas of collective bargaining, and that the understandings and agreement arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union for the life of this Agreement each voluntarily and unqualifiedly waives the right and agrees that the other shall not be obliged to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both parties at the time that they negotiated or signed this Agreement.

ARTICLE 27

VISITATION

Authorized representatives of the Union shall be permitted to visit the operation of the Employer during working hours to talk with Stewards 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.

ARTICLE 28

BONDS

Should the Employer require any employee to give bond, cash bond shall not be compulsory and any premium involved shall be paid by the Employer. Employees must qualify for a bond where required.

ARTICLE 29

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 employee who defaces the notice may 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 divisions; 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 as herein otherwise provided.

ARTICLE 30

PERSONAL TRANSPORTATION

When an employee is required to provide his own transportation for City related business he may be compensated for this expense at a rate of twenty cents (\$.20) per mile traveled. The Employer reserves the right to provide the employee with transportation including, but not limited to, use of City vehicles. Travel utilizing transportation provided by an employee for which payment is expected, must be approved, in advance, by the employee's immediate Supervisor. To obtain payment for travel, an employee must submit a signed statement of mileage for which he requests compensation.

ARTICLE 31

NEW POSITIONS

Should it be determined that there exists a work operation for which the classifications set forth in Article 43 would not be applicable or should the City undertake operations for which such classifications are not applicable, then in either event, classifications for such work operation and minimum wage rates therefore shall be established through prompt negotiations between the City and Union; such negotiations as to classifications and minimum wage rates shall be completed within thirty (30) days after commencement of such work operations.

ARTICLE 32

LEGAL ASSISTANCE

The City will provide legal assistance to employees covered under this Agreement in response to proceedings which stem from the actions of the individual employees performing their work in a fashion prescribed by the Employer.

ARTICLE 33

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 unless the program is held after normal working hours, 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, other expenses and transportation.

ARTICLE 34

SERVICE RECORDS, AWARDS

Section 1.

The Employer will maintain records of service concerning employees and, when justified in the opinion of the Employer, citations will be awarded to employees recognizing meritorious service above and beyond the call of duty.

Section 2.

A merit bonus payment shall be paid to each deserving employee no later than the second Friday in December for each year under the contract. The bonus payment shall be based on an evaluation of each employee's performance over the prior twelve (12) months. The employee shall be graded in the areas listed below. If the bonus is denied, reasons for the denial must be explained to the employee and must not be arbitrary or capricious.

	<u>OUTSTANDING</u>	<u>GOOD</u>	<u>FAIR</u>	<u>POOR</u>	<u>UNACCEPTABLE</u>
Attendance	1	2	3	4	5
Following Work					
Orders	1	2	3	4	5
Initiative	1	2	3	4	5
Safety Record	1	2	3	4	5
Courteousness	1	2	3	4	5
Ability To Get Along With Fellow Employees	1	2	3	4	5

	<u>YEARS OF SERVICE</u>			
<u>Points Scored</u>	1-5	5-10	10-15	15+
6 - 12	\$200	\$400	\$600	\$800
13 - 18	\$100	\$200	\$300	\$400
19 - 24	\$ 50	\$100	\$150	\$200

Merit bonus payments will be paid by separate check and not added into the employee's pay check.

ARTICLE 35

PAY PERIODS, PAY CHECKS

The Employer shall pay employees on a weekly basis. The pay period shall be the seven day period ending five days before the pay day. Each employee shall be provided with an itemized statement of his earnings and deductions. Pay checks will be available at 12:00 noon on pay days except with specific approval of the City Manager.

ARTICLE 36

RESIDENCY

Employees covered by this Agreement shall be encouraged, but not required, to maintain residency within the corporate limits of the City of Brighton. Employees covered by this Agreement shall be required to maintain residency within a 15 mile radius of the City of Brighton. Newly hired employees must, as a condition of their continued employment, agree to establish residency within a 15 mile radius of the City within one (1) calendar year from the date of their employment. Any existing full-time employees presently residing outside the 15 mile radius may maintain their non-conforming status until such time that their place of residency changes.

ARTICLE 37

OUTSIDE EMPLOYMENT

Employees covered by this Agreement may engage in other employment on off-duty time provided that performance of such outside work will not conflict with the City's interest or would not reduce the employee's ability to adequately perform his duties of employment with the City to include overtime work. The Employee is to submit to his Supervisor, in writing, his place of employment, his duties there, the number of hours expected to be worked in a normal week and a schedule of those hours. Should the employee be scheduled to work at outside employment at a time when he would be called for overtime work, unless indicated otherwise, the Supervisor at his discretion may choose not to call him assuming his unavailability, and the employee shall be

charged the amount of overtime actually worked by the employee who does the required overtime work for the purpose of equitable distribution. Employees engaging in such outside employment which, in the Employer's opinion, is in conflict with the Article, may be subject to disciplinary action, which may include discharge.

ARTICLE 38

UNIFORMS AND EQUIPMENT

Section 1.

The Employer shall furnish equipment and tools necessary to perform the duties as assigned to employees. Employees will exercise due care and caution in the use of the Employer's equipment and tools.

Section 2.

The Employer will supply and maintain uniform clothing for employees covered by this Agreement. Clothing shall include pants, shirts, tee-shirts, gloves, coveralls and winter jackets. Each employee will be issued a heavy set (monkey grips) and light set of gloves, one set of light coveralls, one set of winter coveralls, two winter coats and one pair of rubber boots. These items will be replaced when worn out, as determined by Supervisor.

All uniforms and related equipment remains the property of the City of Brighton and is to be returned to the City upon termination of employment.

Personnel assigned to the lab at the Wastewater Treatment Plant will be entitled to purchase through the City an annual allotment of suitable clothing in an amount comparable to the annual cleaning and rental costs of uniforms provided to other covered employees.

Section 3.

Employees covered by this Agreement shall at all times while on duty, wear the uniforms clothing supplied by the Employer except when specifically authorized otherwise by the Employer.

Section 4.

All regular full time employees shall receive an annual allowance to purchase safety toe work boots. Boots purchased by employees shall be of leather construction and be equipped with steel or fiberglass toe protectors.

Meter reading will be exempt from safety shoe requirements as long as safety shoes are still readily accessible in the event of a sudden change in assignment from reading to normal/strenuous duties while on shift.

An annual amount of Two Hundred Dollars (\$200) for each year of the contract period will be allotted to each employee covered by the Union Agreement. In July of each year, the City will issue a purchase order to a supplier for the purchase of safety shoes or boots. The supplier will be chosen by the City Manager and Union Steward.

ARTICLE 39

GENERAL

Section 1.

All employees covered by this Agreement who maintain a telephone in their place of residence shall inform the Employer as to current telephone numbers.

Section 2.

Each employee must possess a valid Michigan Operators License as a condition of employment.

Section 3.

Should the employee have this license revoked for any reason or shall the license become restricted to where the employee cannot legally operate a City vehicle, the employee may be subject to disciplinary action, which may include discharge.

ARTICLE 40

HEALTH INSURANCE

Section 1.

The Employer agrees to continue its present practice of providing health insurance for full-time employees and their immediate families. 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~~^{PSS}-I with D45DNM Rider
- Master Medical - Option II
- ~~F.A.F.~~ Rider ^{now FAERO}
- \$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 spouse and eligible children following retirement, until death of the employee.

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.

TEAMSTERS DENTAL AND OPTICAL

The Employer agrees to pay into the Michigan Conference of Teamsters Welfare Fund, for each 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.

Contributions to the Health and Welfare Fund must be made for each 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 and Welfare Fund.

Employees who work either temporarily or in cases of emergency under the terms of this contract shall not be covered by the provisions of this Article.

If an employee is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall continue to make the required contributions to the Health and Welfare Fund for a period of four (4) weeks. If an employee is injured on the job, the Employer shall continue to pay the required contributions until such employee returns to work; however, such contributions shall not be paid for a period of more than twelve (12) months.

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 41

CLASSIFICATIONS

Section 1.

No employee covered by this Agreement shall work out of classification, except for special job assignments. Special job assignments shall be defined as those work activities which may require a level of skill associated with a higher classification, but to which the employee of the lower classification may be assigned due to unusual or emergency circumstances. If an employee is required to work in a higher classification for more than two (2) work hours at any given time, he shall receive the higher rate of pay for the work in the higher classification, which exceeds two (2) hours. This provision shall not apply to the transportation of equipment.

Section 2.

Promotion from one classification to the next higher classification shall be predicated on the employee's ability to demonstrate the skills and perform the work outlined in the classification job description. An employee wishing to advance to a higher classification shall request in writing to the Supervisor that he be tested for that classification. The Supervisor shall, within ten (10) working days from receiving the request, provide for the testing of the employee. Should the employee satisfactorily demonstrate the necessary skills for the classification, his job classification shall be changed and he shall begin receiving the rate of pay assigned to that classification effective the following pay period. Assignment to group leader will be at the complete discretion of the City Manager. The duration of service as group leader will be as determined by the City Manager. Group Leaders will be periodically apprised of their respective performance by their respective Department Directors at the end of each quarter (90 days). The results of the evaluation shall be written in summary form by the Department Director after an oral discussion of same. The written summary shall be signed and dated by both the Department Director and the group leader being evaluated. The group leader will have the right to attach a written response to the evaluation to be placed in his/her permanent employee personnel file. Copies of each quarterly evaluation summary and response thereto shall be provided to the City Manager by the Department Director within one week of completion.

STREET DEPARTMENT JOB CLASSIFICATIONS

Start

Utility I

Utility II

Utility III

Backhoe and Equipment
Operator

Maintenance and Equipment
Operator

Group Leader

CLASSIFICATION DESCRIPTIONS - STREET DEPARTMENT

UTILITY I

A person in this classification must be able to perform the following in a safe and proper manner, assist in all types of work, and possess a Michigan Driver's License.

1. Use of Hand Tools
2. Operate Push Mower
3. Operate Riding Lawn Tractor
4. Operate Week Whip
5. Operate Pick-Up Truck
6. Operate Dump Truck
7. Read Meters
8. Operate Small Power Tools
9. Operate Front-End Plow
10. Set-Up Barricades
11. Repair and Install Signs
12. Check Fluid Levels

UTILITY II

A person in this classification must be able to perform all functions in Utility I and the functions listed below in a safe and proper manner.

1. Operate Chain Saw
2. Operate K-12 Saw
3. Operate Air Compressor
4. Operate Underbody Plow and Salt Spreader
5. Operate Ditch Pumps
6. Operate Vibrating Plate
7. Operate Manhole Ventilator
8. Operate Cutting Torches
9. Assist in Upper Classifications
10. Supervise Lower Classifications

UTILITY III

A person in this classification must be able to perform all functions in the lower classifications and the functions listed below in a safe and proper manner.

1. Install Front-End Plows
2. Install Salt Spreaders
3. Operate Street Sweeper/Vactor
4. Perform Minor Street Repairs
5. Install and Operate Stone Rake
6. Install and Operate Brush-Hog
7. Perform Line Painting
8. Operate Jet-Machine
9. Assist in Upper Classifications
10. Supervise Lower Classifications

BACKHOE AND EQUIPMENT OPERATOR

A person in this classification must be able to perform all the functions in the lower classifications and the functions listed below in a safe and proper manner.

1. Operate Backhoe
2. Change Underbody Blades
3. Operate Street Cutting Machine
4. Operate Man-Lift
5. Operate Most Rental Equipment
6. Assist in Upper Classifications
7. Supervise in Lower Classifications

MAINTENANCE AND EQUIPMENT OPERATOR

A person in this classification must be able to perform all functions in the lower classifications and the functions listed below in a safe and proper manner.

1. Operate Arc Welder
2. Supervise Small Work Crews
3. Perform Minor Equipment Repairs
4. Assist Group Leader in Scheduling and Estimating Materials for Projects
5. Supervise Lower Classifications
6. Trouble Shoot all Equipment

GROUP LEADER

A person in this classification must be able to perform all lower classifications required for that Department and assist the Department Head in the following areas:

1. Setting up Work Crews
2. Job Assignments
3. Supervision of all Classifications
4. Work Orders
5. Responsible for Equipment Maintenance and Repair
6. Make sure all work is done in a safe and proper manner

WATER AND SEWER JOB CLASSIFICATIONS

Start
Utility I

Utility II

Utility III

Operator I

Water Plant
Operator

Wastewater Plan
Operator

Group
Leader

Group
Leader

CLASSIFICATION DESCRIPTIONS - WATER AND WASTEWATER

UTILITY I

A person in this classification must be able to perform the following in a safe and proper manner, assist in all types of work, and possess a Michigan Driver's License.

1. Use of Hand Tools
2. Operate Push Mower
3. Operate Riding Lawn Mower
4. Operate Weed Whip
5. Knowledge of Basic Plumbing
6. Operate Pick-Up Truck
7. Read Meters
8. Operate Small Power Tools
9. Operate Front-End Plows on Pick-Up Trucks

UTILITY II

A person in this classification must be able to perform all functions in Utility I and the functions listed below in a safe and proper manner before being advanced to this classification.

1. Operate Chain Saw
2. Operate K-12 Saw
3. Operate Air Compressor
4. Flush Hydrants
5. Operate Ditch Pumps
6. Operate Vibrating Plate
7. Operate Manhole Ventilator
8. Operate Cutting Torches
9. Assist in Upper Classifications
10. Supervise Lower Classifications
11. Operate Dump Truck and Under-Carriage Blade/Salt Spreader

UTILITY III

A person in this classification must be able to perform all functions listed in the lower two classifications and the functions listed below in a safe and proper manner before being advanced to this classification.

1. Operate Jet Machine
2. Water Samples
3. Set-Up Tap Machine
4. Water and Sewer Inspections
5. Meter Repairs
6. Weekend Duties
7. Water Turn-ons and Shut-offs
8. Assist in Upper Classifications
9. Supervise Lower Classifications

OPERATOR I

A person in this classification must be able to perform all functions in the lower three classifications and the functions listed below in a safe and proper manner before being advanced to this classification.

1. Backwash Filters
2. Knowledge of Lift Station Operation
3. Water and Sewer Taps
4. Main Repairs
5. Customer Complaints
6. Service Locations
7. Operate Backhoe
8. Assist in Upper Classification
9. Supervise Lower Classifications

WATER PLANT OPERATOR

A person in this classification must be able to perform all functions in the lower classifications and the functions listed below in a safe and proper manner before being advanced to this classification.

1. Operate Emergency Equipment
2. Perform General Maintenance of the Plant
3. Full Knowledge of the Plant Operations
4. Set-up Work Crews at the Plant and Work site
5. Knowledge of Distribution System, Booster Station and Water Storage Towers
6. Possess (1) license
7. Assist in Upper Classification
8. Supervise in Lower Classification

WASTEWATER PLANT OPERATOR

A person in this classification must be able to perform all functions in the lower classifications and the functions listed below in a safe and proper manner before being advanced to this classification.

1. Operate Emergency Equipment
2. Perform General Maintenance of the Plant
3. Full Knowledge of Plant Operations
4. Operate Ford Tractor and Attachments
5. Set-up Work Crews at the Plant and Work site
6. Possess (1) License
7. Assist in Upper Classification
8. Supervisor in Lower Classification

LAB CLASSIFICATIONS

Start
Lab Tech I

Lab Tech II

Chemist

CLASSIFICATION DESCRIPTIONS - LAB

LAB TECH I

A person in this classification must be able to perform all the following in a safe and proper manner.

1. Collect Samples
2. Routine Analysis of Samples Under Supervision
3. Reagent Preparation
4. Prepare Data Sheets
5. Perform Custodial Duties in and Around Lab
6. Assemble Equipment and Instrumentation

LAB TECH II

A person in this classification must be able to perform all functions in the lower classification and the functions listed below in a safe and proper manner.

1. Quarterly Monitoring Wells
2. Calibration Curves
3. Routine Machine Maintenance
4. Computer Entry of Data: DNR Reports
5. MSDS
6. Train Laboratory Personnel
7. Maintain Test Results Record

CHEMIST

A person in this classification must be able to perform all functions in the lower classifications and the functions listed below in a safe and proper manner.

1. Analyze monthly data to insure DNR permit compliance and process control
2. Microscope examination of sludge to determine and maintain optimum sludge quality
3. Quality Control: Statistical Analysis Preparation of Graphs
4. EPA Compliance Regulations
5. Laboratory Problem Solving
6. Non-Routine Chemical Analysis
7. Supervise Laboratory Personnel
8. DNR Regulations

ARTICLE 42

DISABILITY INSURANCE

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 the bargaining unit.

ARTICLE 43

WAGES

Section 1.

Base wages for 1992/93, 1993/94, and 1994/95 are shown as listed below.

Section 2.

All wages shown are hourly rates.

CLASSIFICATION

	<u>7/1/92</u>	<u>7/1/93</u>	<u>7/1/94</u>
Group Leader - Street Division	\$15.59	\$16.06	\$16.54
Group Leader - Water & Sewer	\$15.59	\$16.06	\$16.54
Maintenance, Equipment and Plant Operator II	\$14.80	\$15.24	\$15.70
Chemist	\$14.80	\$15.24	\$15.70
Backhoe, Equipment and Plant Operator I	\$14.21	\$14.64	\$15.08
Lab Technician II	\$14.21	\$14.64	\$15.08
Utility III	\$13.80	\$14.21	\$14.64
Utility II	\$13.43	\$13.83	\$14.24
<u>Utility I and Lab Technician I</u>			
9 Months	\$ 8.97	\$ 8.97	\$ 8.97
6 Months	\$ 8.53	\$ 8.53	\$ 8.53
3 Months	\$ 7.98	\$ 7.98	\$ 7.98
Start	\$ 7.43	\$ 7.43	\$ 7.43

Section 3.

Each employee must serve in a given classification for a minimum of six (6) months before being eligible for advance to the next higher classification.

Section 4.

Credit Union deductions are allowed.

ARTICLE 44

DURATION

Section 1

This agreement shall become effective July 1, 1992, and shall remain in full force and effect through June 30, 1995.

Section 2

The parties agree that commencing not later than February 1, 1995, they will undertake negotiations for an agreement to cover periods following June 30, 1995.

Section 3

In the event that negotiations extend beyond June 30, 1995, the terms and provisions of this Agreement may, by mutual consent, remain in full force and effect pending agreement by the parties involved.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in the names by their duly authorized representatives on the 20th day of July, 1993.

CITY OF BRIGHTON:

TEAMSTERS STATE COUNTY AND
MUNICIPAL WORKERS LOCAL 214:

BY: James A. Winchel
James Winchel, Mayor

BY: James Markley 7-20-93
James Markley Business Rep.

BY: Theresa R. Swiecicki
Theresa Swiecicki, Clerk

BY: Corey Brooks 7-21-93
Corey Brooks, Union Steward

SCHEDULE OF INSURANCE

Policy No.: LO 1885 Schedule Effective Date: June 1, 1992

Issued to: CITY OF BRIGHTON

1. ELIGIBILITY

"Active full-time employee" means an employee of the policyholder who works: (a) regularly throughout the policyholder's entire work week; and (b) at least 30 hours per week. Such employee may work at any other location where the policyholder's business requires him to travel. His main source of earned income must be his earnings received from the policyholder.

2. DATE ELIGIBLE

- (a) the date of issue of this Policy, if an eligible employee on that date; or
- (b) the date of employment if hired after the date of issue of this Policy.

3. CLASSIFICATION

Eligible Classes

- Class 1 - Police Officers or Department Heads
- Class 2 - Non-Union/Non Department Head
- Class 3 - DPW/MS Union (EFFECTIVE 7/1/93)

4. AMOUNTS OF INSURANCE

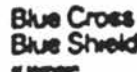
<u>Class</u>	<u>Life</u>	<u>Accidental Death & Dismemberment Principal Sum</u>
1	\$10,000	\$10,000
2	\$10,000	\$10,000
3	\$10,000	\$10,000
<u>Class</u>	<u>Weekly Indemnity</u>	

1 & 2

An amount equal to the lesser of: (a) \$300; or
(b) 66 2/3% of salary rounded, if necessary, to
the next \$1.00 amount.

Weekly Indemnity Benefits otherwise payable under this Policy will be reduced by any benefits received from any State or Federal Motor Vehicle "No Fault" coverage.

NEW HIRE AGREEMENT
(Agreement to Add New and Rehired Employees)



This document will supplement the Group Operating Agreement between Blue Cross and Blue Shield of Michigan (hereinafter referred to as "Group") and

City of Brighton

is agreed that eligible employees (see Item #7 of Group Operating Agreement) hired on and after 9-20-78 may apply for coverage according to the following schedule. Applications submitted at a time other than described below will not be accepted.

SCHEDULE

EMPLOYEES HIRED BETWEEN AND INCLUDING	ATTACH APPLICATION CARDS TO GROUP REMITTANCE FOR THE PERIOD BEGINNING	EFFECTIVE DATE OF COVERAGE
1-16 thru 2-15	2-20	3-20
2-16 thru 3-15	3-20	4-20
3-16 thru 4-15	4-20	5-20
4-16 thru 5-15	5-20	6-20
5-16 thru 6-15	6-20	7-20
6-16 thru 7-15	7-20	8-20
7-16 thru 8-15	8-20	9-20
8-16 thru 9-15	9-20	10-20
9-16 thru 10-15	10-20	11-20
10-16 thru 11-15	11-20	12-20
11-16 thru 12-15	12-20	1-20
12-16 thru 1-15	2-20 / 1-20	2-20 / 3-20

~~Exceptions: Employees with existing Blue Cross Blue Shield coverage (transfers) need not follow the above agreement. They may upon request become effective on the next available billing date.~~

ADDITIONAL AGREEMENT

- Rehired eligible employees are to be processed as newly hired employees unless special provision is noted as "exception".
- Newly hired eligible employees covered by an existing active BCBSM contract, must apply according to the above schedule unless special provision is noted as "exception".
- Current ineligible employees whose work status changes to the extent that they are eligible according to the terms of the Group Operating Agreement, may enroll according to the above schedule. Date of hire will be considered to be the date the employee's work status changed sufficient to meet the terms of eligibility.
- Where circumstances require that the application be submitted with a report one month later than specified above, the first payment shall cover a two-month period in order to obtain the proper effective date for the newly hired or rehired applicant.
- Application cards not submitted in accordance with the New Hire provision will not be accepted.
- This addendum may be cancelled or amended by BCBSM, following thirty (30) days written notice to the Group or cancelled by the Group following thirty (30) days written notice to BCBSM.
- The Group agrees to inform each newly-hired eligible employee of the procedure as to effective date set forth herein, and that no representation of the Group made to the employee as to effective date of coverage shall be binding upon BCBSM, unless in exact accordance with this agreement.

OR: BLUE CROSS and BLUE-SHIELD of MICHIGAN

G. VanderPloeg

G. VanderPloeg B109 (nrc)

7-31-78

For: City of Brighton

Group #16124-000

By: *[Signature]*

Title: X City Manager

Date: X 08-07-78

Group Number