

6/30/97

AGREEMENT
BETWEEN
CITY OF BURTON
AND
AMERICAN FEDERATION OF STATE COUNTY AND MUNICIPAL EMPLOYEES
(Local 1918 Chapter N)

Burton, City of

EFFECTIVE: July 1, 1994 Through June 30, 1997

DRAFT COPY 11/18/94

AFSCME 1918 N UNION

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AGREEMENT

This Agreement entered into this first day of July, 1994, between the City of Burton, a municipal corporation of the State of Michigan hereinafter referred to as the "Employer" and the American Federation of State County and Municipal Employees (Local 1918 Chapter N affiliated with Michigan Council 25) hereinafter referred to as the "Union" expresses all mutually agreed covenants between the parties hereto.

PREAMBLE

This Agreement entered into by the parties 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, union and/or service fee employees of the bargaining unit.

The following constitutes and entire agreement between the parties and no verbal statement shall supersede any of its provisions. This Agreement embodies all obligations between the parties involving from the collective bargaining process and supersedes all prior relationships existing by past practices.

SECTION 1
DEFINITION

- A. Regular Employee: Shall mean full time hourly rated workers engaged in normal work weeks.
- B. Part Time Employees: Shall mean one who at the time of employment and thereafter, is scheduled to work less twenty (20) hours per week, provided however, that a regular employee who works less than a normal work week because of a lack of funds or available work is not a part time employee within the meaning of this definition.
- C. Temporary Employee: Shall mean one who is employed for a short period of time to perform emergency or extra work in a department. Such employment is to be for a maximum of ninety (90) days or less. These employees shall not receive the benefits provided in this Agreement; provided, however, that a regular employee with seniority status who is laid off or whose normal work schedule is reduced because of lack of funds or available work and is recalled to temporary employment is not a temporary employee within the meaning of this definition. Said ninety (90) day temporary period may be extended by mutual consent of Employer and the Union.

SECTION 2
PART-TIME EMPLOYEES

The only benefits under this Agreement to which part-time employees shall be entitled are those specifically enumerated and such benefits shall accrue and become payable under the conditions specified herein.

A part-time employee who becomes full-time will be placed at that level of pay range to which his accumulated hours of straight time work shall entitle him and shall receive full credit for all straight time hours worked in determining future rate increases and fringe benefits while full-time employees.

A part-time employee becoming a full-time employee shall serve the probationary period outlined in this Agreement beginning from the date of hire for the full-time position.

SECTION 3
RECOGNITION

Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Employer does hereby recognize the Union as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment, and other condition of employment of all employees of the Employer excluding:

Elected officials, appointive officers, supervisors, confidential employees, and those positions represented by other bargaining units.

SECTION 4
MANAGEMENT RIGHTS

Subject to the provisions of this Agreement, the City of Burton on its own behalf and on the behalf of the Electors of the District, reserves unto itself full rights, authority and discretion in the discharge of its duties and responsibilities to control, supervise, and manage the City of Burton. In order to conduct its business efficiently, the City of Burton shall have the following rights:

1. To discontinue, temporarily or permanently, in all or part, conduct of its business and operations;.
2. To decide on the nature of materials, supplies, equipment or machinery to be used and the price to be paid;
3. To select the working forces in accordance with the requirements determined by management;
4. To transfer, promote, demote, terminate, discharge, or discipline for just cause;
5. To layoff due to a decrease of work or limitation of funds;
6. To direct and control the work forces;
7. To establish rules governing employment and working conditions;
8. To determine the size of the work force, including the number of employees assigned to any particular operation;
9. To establish the work pace and work performance levels;
10. To establish new classifications or abolish job classifications;
11. To determine when or if overtime is needed.

All other rights of the City of Burton are also expressly reserved, even though not enumerated above, unless they are limited by the clear and explicit language of some other provision of this Agreement.

MANAGEMENT RIGHTS

The Parties agree that this contract incorporates their full and complete understanding and that any prior oral agreements or practices are superseded by the terms of this Agreement. The Parties further agree that no such oral understandings or practices will be recognized in the future unless committed to writing and signed by the Parties as a supplement to this Agreement.

The Parties agree that the rights of Management shall be exercised in a reasonable and consistent manner and shall not be arbitrary or discriminatory.

SECTION 5

NO STRIKE OR LOCKOUT

- A. The Union and its members, individually and collectively and the Employer, agree that during the terms of this contract or any mutually agreed extensions, there shall be no strike or lockout.
- B. In the event of an unauthorized strike, slow-up or stoppage, the Employer agrees that there will be no liability on the part of the Union provided the Union promptly and publicly disavows such unauthorized strike, orders the employees to return to work and attempts to bring about a prompt resumption of normal operations, and provided further that the Union notifies the City, in writing, within twenty-four (24) hours after the commencement of such strike, what measures it has taken to comply with the provisions of this Article.
- C. In the event that such action by the Union has not affected resumption of normal work practices, the City may discipline any member of the Union who participates in such strike, slow up or stoppage.

SECTION 6

EMPLOYER CONTRACTING AND SUB-CONTRACTING

The right of contracting and sub-contracting is vested in the Employer. However, this right shall not cause the layoff of present employees of the bargaining unit. Layoff shall not prohibit the use of subcontracting, however subcontracting shall not be utilized to perform work currently being performed by an employee to be laid off or who is laid off. In no event will recognized employees be adversely affected by such contracting unless such employees are engaging in a strike.

Note: It is understood that work not in the bargaining unit currently being subcontracted can continue without being grieved.

SECTION 7

PLEDGE AGAINST DISCRIMINATION AND COERCION

The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, creed, national origin, physical disability or political affiliation. The Union shall share equally with the Employer the responsibility for applying this provisions of the Agreement.

All references to employees in this Agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.

The Employer and Union agree not to interfere with the rights of employees to become members of the Union or refrain from joining, and there shall be no discrimination, interference, restraint, or coercion by the Employer or any employer representative or union representative against any employee because of union membership or lack thereof or because of any legal employee activity in an official capacity on behalf of the Union.

The Union recognizes its responsibility as bargaining agent and agrees to represent all employees in the bargaining unit without discrimination, interference or coercion.

SECTION 8
EMPLOYEE SAFETY

- A. The Employer and the Union agree to establish a joint health and safety committee to review and make recommendations regarding health and safety conditions in the work place. The committee shall consist of two (2) members appointed by the Union and two (2) appointed by the Mayor. The Personnel Director, or designee, shall serve ex-officio as chairperson of the committee. This committee shall meet at least quarterly each year. Committee members shall not lose time or pay while attending meetings.

- B. If any employee is required to wear a uniform protective clothing or any type of protective device as a condition of employment, such uniform, protective clothing or protective device shall be furnished to the employee by the Employer; the cost of maintaining the uniform or protective clothing and protective device in proper working condition shall be paid by the Employer.

- C. It is recognized that the Employer welcomes input and suggestions from employees and Union representatives relative to safety-related matters. Employees are expected to notify their supervisors of any unsafe or unhealthful conditions in the work place which come to their attention.

- D. If an employee's use of alcohol or drugs affects the performance of his duties, the employee will be counseled in an effort to bring about his rehabilitation through the various facilities set up to combat substance abuse. Disciplinary action against an alcohol or drug abuser who recognizes his problem and agrees to and follows through a course of treatment for his disease will be held in abeyance during the (probation) period of rehabilitation, provided there is agreement by the Program Administrator, Medical Supervisor, or other rehabilitation and program officials concerned, that the employee is making a sincere effort and satisfactory progress toward rehabilitation. The directive of all parties shall be to save, if at all possible, the employee's job and career.

SECTION 9
AID TO OTHER UNIONS

The Employer will not aid, promote or finance any labor group or organization which purports to engage in collective bargaining or make any agreement with any such group or organization for the purpose of undermining the Union.

SECTION 10
AGENCY SHOP

- A. On and after the ninetieth (90) calendar day following the beginning of employment, any present or future employee who is not a union member and who has not made application for membership, shall, as a condition of employment, pay to the union each month, a "service fee" equivalent to the amount of dues uniformly required of members of the Union.

- B. Employees who are members of the Union shall, as a condition of their employment, pay to the Union each month the dues which have been certified to the Employer by the Treasurer of the Union.
- C. The Employer agrees to deduct the agency shop fees and dues twice each month. The amounts to be deducted shall be certified to the Employer by the Treasurer of the Union and the aggregate deductions of all employees who have signed an authorization card shall be remitted together with an itemized statement to the Treasurer of the Local within ten (10) days after such deductions are made.
- D. It is further agreed between the parties that in the event of litigation or claims against the City of Burton and/or the Union arising from this section or any prior maintenance of membership provision of an agreement between the Employer and the Union, that the Union will defend, settle, or pay such claims or judgments arising from litigation, holding the City of Burton harmless therefrom.
- E. In the event it is subsequently determined by the Michigan Employment Relations Commission or a court of competent jurisdiction that the Union dues or agency shop fees have been improperly deducted and remitted to the Union, the Union shall return such amounts to employees so effected.
- F. Be it further provided that in the event the Union determines that dues shall be deducted on a percentage formula basis, that the initial cost increase incurred as a result of implementation of such a plan, shall be borne by the Union.

SECTION 11
UNION REPRESENTATION

- A. The Union shall have exclusive right to designate two (2) employee stewards to represent the bargaining unit. One (1) steward shall be assigned to the City Hall/Police Dept. Complex and one (1) to the DPW Complex. Alternate stewards may be designated by the Union and shall act only in the absence of their steward.
- B. The Union shall have the right to designate one (1) employee to act as Chief Steward in addition to the stewards listed above.
- C. The Union may designate a maximum of three (3) employees to represent the Union in negotiations. They shall not lose time or pay when participating in negotiations. As far as is practicable, negotiations shall be held during normal working hours.
- D. The Employer will be notified in writing of the names of stewards, alternate stewards, negotiating committee members, Chief Steward and the Chapter Chairperson.
- E. Super Seniority for Union Officials shall only extend to stewards, Chief Steward, and Chapter Chairperson, as per Section 23.
- F. Stewards, alternate stewards, and Chief Steward, shall be allowed necessary time during work hours without loss of time or pay to process grievances in accordance with the grievance procedure. It is clearly understood that processing grievances does not include writing or investigation except as specifically permitted in Step 1 of the Grievance Procedure or unless otherwise authorized by the employer.

SECTION 12
VISITS BY UNION REPRESENTATIONS

The Employer agrees that accredited representatives of the American Federation of State, County, and Municipal Employees whether local Union representatives, district council representatives, or international representatives shall have reasonable access to the premises of the Employer time during working hours to conduct business relating to administration of this Agreement. Such representatives shall give advance notice, in writing, to the Mayor's office of their desired meeting.

SECTION 13
UNION BULLETIN BOARDS

The Employer agrees to furnish and maintain suitable glass enclosed and locked bulletin boards in mutually agreeable places to be used by the Union.

The Union shall limit its posting of notices and bulletins to such bulletin boards, as mutually agreed upon by both parties.

SECTION 14
WORK RULES

The Employer agrees to negotiate changes in existing work rules or the establishment of new work rules with the Union. New work rules, or proposed changes in existing work rules shall be posted on all bulletin boards at least five (5) work days prior to their effective date. The Chapter Chairperson shall receive a copy prior to the posting. Any unresolved complaint as to the reasonableness of any new or existing rule, or any complaint involving discrimination in the application of work rules shall be resolved through the Grievance Procedure.

SECTION 15

SPECIAL CONFERENCES

- A. Special conferences for important matters may be arranged between the Chapter Chairperson and the Employer or its designated representative upon the request of either party. Such meetings shall be between at least two (2) representatives of the Union and necessary 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 conference shall be confined to those included in the agenda. Conferences shall be held between the hours of 9:00 A.M. and 4:00 P.M. The members of the Union shall not lose time or pay for time spent in such special conferences. This meeting may be attended by representatives of Council #25 and/or representatives of the International Union.
- B. The Union representatives may meet on the Employer's property for at least one-half hour immediately preceding the conference.

SECTION 16

GRIEVANCE PROCEDURE

It is the intent of the parties to this Agreement that the grievance procedure set forth herein shall serve as a means for a peaceful settlement of disputes that may arise between them as to the application and interpretation of this Agreement or other conditions of employment. In order to be a proper matter for the grievance procedure, the grievance must be presented within ten (10) working days of the employee's knowledge of its occurrence. The Employer will answer, in writing, any grievance presented to it, in writing, by the Union.

All grievances shall be submitted in a legible, consistent manner, stating the full nature of the grievance and specific areas of contract violation. In all meetings, conferences, and discussion evolving from the grievance only those specific areas of contract violation. In all meeting, conferences, and discussion evolving from the grievance only those specific areas cited within the grievance shall be discussed and the Employer is in no way bound to discuss additional matters of unstated items.

It is agreed and understood that at anytime when the grievance procedure doesn't fit the existing chain of command that the Union will refer it to the next applicable step provided. The time period used shall be those allotted days authorized between the skipped step and the next applicable step.

- A. If the Union does not adhere to the time limits stipulated at any step of the grievance procedure, the grievance shall be considered to be withdrawn without regard to the merits of the grievance or the positions of the parties.
- B. The time limits provided may be extended by mutual agreement of the Union and the Employer.

Step 1: Any employee having a grievance shall present it to the Employer as Follows:

- A. If an employee feels he has a grievance, he shall discuss the grievance with his steward and immediate Supervisor.
- B. If the matter is thereby not disposed of, it will be submitted in written form by the steward to the immediate Supervisor within two (2) working days of the meeting. The steward shall have necessary time for the purpose of processing the grievance. Upon receipt of the grievance, the Supervisor shall sign and date the steward's copy of the grievance.
- C. The immediate Supervisor shall give his answer to the steward within three (3) working days of receipt of the grievance.

Step 2: If the answer is not satisfactory to the Union, it shall be presented, in writing, by the steward to the Department Head within five (5) working days after the immediate Supervisor's response is due. The Department Head shall sign and date the steward's copy. The Department Head shall respond to the steward, in writing, within three (3) working days of receipt of the grievance.

Step 3: If the grievance remains unsettled, it shall be presented by the Chief Steward, in writing, to the Personnel Director within seven (7) working days after the response of Step 2 is due. The Personnel Director shall sign and date the Chief Steward's copy. The Personnel Director shall respond, in writing, to the Chief Steward within five (5) working days.

Step 4:

- A. If the answer at Step 3 is not satisfactory, and the Union wishes to carry it further, the Chief Steward shall refer the matter to Council #25.
- B. In the event Council #25 wishes to carry the matter further, it shall, within thirty (30) calendar days from the date of the Employer's answer at Step 3, meet with the Employer for the purpose of attempting to resolve the dispute(s). If the dispute(s) remains unsettled, and Council #25 wishes to carry the matter(s) further, Council #25 shall file a Demand for Arbitration in accordance with the rules, regulations and procedures of the American Arbitration Association within thirty (30) days of the Step 4 meeting, unless another Arbitrator or procedure shall be mutually agreeable.
- C. The arbitration proceedings shall be conducted in accordance with the American Arbitration Association rules and regulations.

- D. The Arbitrator's decision shall be final and binding on the Union, its members, the employee or employees involved, and the Employer. The Arbitrator shall make a judgement based on the express terms of this agreement, and shall have no authority to add to, or subtract from any of the terms of this agreement. The expenses for arbitrator shall be shared equally between the Employer and the Union.
- E. A grievance may be withdrawn without prejudice and if so withdrawn all financial liabilities of the Employer shall be cancelled. If the grievance is reinstated, the financial liability of the Employer shall date only from the date of reinstatement. If the grievance is not reinstated within thirty (30) working days from the date of withdrawal, the grievance shall not be reinstated. When one or more grievances involve a similar issue, those grievances may be withdrawn without prejudice pending the disposition of the appeal of the representation case. In such event, the withdrawal without prejudice will not affect financial liability of the Employer.

SECTION 17

DISCHARGE AND SUSPENSION

- A. The Employer agrees, promptly upon the discharge or suspension of an employee, to notify, in writing, the employee and his steward of the discharge or suspension. Said written notice shall contain the specific reason for the discharge or suspension.

- B. The discharged employee or suspended employee shall have the right to have his steward present at the time notice is delivered if such notice is delivered while on the job. Employee and his steward shall have the right to meet with the Employer's representative at the time of the discharge or suspension. The steward shall not lose time or pay during such meeting.

SECTION 18

DISCIPLINARY PROCEDURES

The Employer and Union agree that discipline shall be used in a fair and equitable manner when the Employer feels it is necessary to assess such disciplinary action upon any member of the bargaining unit. It is agreed that discipline shall be of a corrective rather than punitive nature for the purpose of modifying an employee's behavior. A copy of all disciplinary action shall be given to the Union. Progressive discipline shall generally be defined as:

1. Written Verbal Warning
2. Reprimand
3. Suspension
4. Discharge

It is understood that discipline may begin at any step depending upon the seriousness of the offense.

SECTION 19

SENIORITY

- A. New employees hired after the signing of this Agreement shall be considered as probationary employees for the first six (6) months of their employment. When an employee finishes the probationary period he shall be entered on the seniority list of the unit and shall rank for seniority from his date of hire. There shall be no seniority among probationary employees.
- B. The Union shall represent probationary employees for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment as set forth in Section (1) of this Agreement. Probationary employees shall not be represented by the Union nor have recourse to the grievance procedure for discipline or discharge except for Union activity.
- C. Seniority shall be on an Employer wide basis, in accordance with the employee's last date of hire.
- D. The Chapter Chairperson, the Chief Steward and stewards, in that order shall head the seniority list of the unit during their term of office.

SECTION 20

SENIORITY LISTS

- A. Seniority shall not be affected by the age, race, sex, marital status, or dependents of the employee.

- B. The seniority list on the date of this Agreement will show the date of hire, names, and job titles of all employees of the unit entitled to seniority.
- C. The Employer will keep the seniority list up to date at all times and will provide the Chapter Chairperson and Council #25, upon request, with up-to-date copies twice a year.

SECTION 21
LOSS OF SENIORITY

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

1. He quits, retires, or receives a pension under the City of Burton Retirement System.
2. He is discharged and the discharge is not reversed.
3. He is absent for any three (3) consecutive working days without properly notifying the employer. After such unreported absence, the employer will send written notification to the employee by certified mail at his last known address that because of his unreported absence, he is considered to have resigned (voluntary quit) and is no longer in the employ of the City of Burton. In proper cases, exceptions shall be made upon the employee producing convincing proof of his inability to give such notice.

4. If he does not return to work on the date specified for recall from layoff as set forth in the recall procedure. In proper cases, exceptions shall be made upon the employee producing convincing proof of his inability to return as required.
5. Return from sick leave and leaves of absence will be treated as the same as (4).
6. If he is laid off during the term of this Agreement for a continuous period equivalent to his seniority.

SECTION 22

LAYOFF AND RECALL

- A. The word "layoff" means a reduction in the work force due to a decrease of work or limitation of funds.
- B. Prior to layoffs occurring, temporary, probationary, part-time employees will be terminated. Thereafter, the Employer will determine the classifications that will be affected, a seniority comparison of each affected employee will be made. If the affected employee is presently qualified to perform the duties of an equal or lower paid position, and the affected employee has more seniority than the employee in the equal or lower position, then the affected employee may "bump" the lower seniority employee and shall not be laid off. (Example: The Employer decides to layoff an Equipment Operator due to lack of work, the Equipment Operator has ten(10) years of seniority while a Laborer has five (5). The Equipment Operator is qualified to perform the Laborer's duties therefore the Laborer is laid off and the Equipment Operator assumes the Laborer's duties at the rate of pay for the classification of Laborer).

- C. It is understood by the parties that in application of this Section, employees in higher rated classifications may bump downward, seniority permitting, but in no event will employees in lower rated classifications bump upwards.
- D. Employees to be laid off shall be laid off by seniority starting with the least senior employee and ending with the highest seniority employee. Employees being retained must be able to presently perform available work. Employees to be laid off shall receive at least seven(7) calendar days notice in writing. The Chapter Chairperson shall receive a copy of the layoff notice on the same date the notices are issued to employees.
- E. The Chapter Chairperson, Chief Steward and stewards shall not be laid off as long as there is available work which they are capable of performing.
- F. When the work force is increased after a layoff, employees will be recalled according to seniority, starting with the highest seniority employee and ending with the lowest seniority employee. Employees being recalled must be able to presently perform the available work. Notice of recall will be by certified mail to the employees last known address. A recalled employee will be granted up to ten (10) working days to return to work upon written request to the Employer. The written request must be submitted to the Employer within five (5) work days after receiving notice.
- G. When there are employees on layoff status, they will be returned to work prior to new employees being hired, provided they are capable of performing available work.

SECTION 23

NORMAL WORK WEEK

- A. The regular work week shall be Monday through Friday. The regular work week shall be five (5) consecutive eight (8) hour days, seven (7) hours for office and clerical.
- B. A normal work shift shall consist of eight (8) consecutive hours or seven (7) as the case may be with the exception of the meal break. Employees do not receive pay for meal breaks. Whenever practicable, meal breaks shall be scheduled at the middle of each shift and shall be thirty (30) minutes in duration (or sixty (60) minutes as the case may be).
- C. Employees shall have two (2) rest periods of fifteen (15) minutes each. One (1) rest period shall be before the meal break and one (1) rest period shall be after the meal break. Rest periods are to be scheduled by the immediate supervisor and shall not be cumulative.
- D. All employees shall be scheduled to work on a regular shift. Each work shift shall have regular starting and quitting times.

SECTION 24

OVERTIME

- A. Time and one-half will be paid as follows:
 - 1. For all hours worked in excess of eight (8) in a twenty-four (24) hour period (or in excess of seven (7) as the case may be).
 - 2. For all hours in excess of the regular work week.

- B. Double time will be paid for all hours worked on Sundays, or holidays that are defined in this Agreement in addition to the holiday pay.
- C. Whenever an employee is brought back to work on call-in, he shall be paid for a minimum of two (2) hours at a time and one-half or double time, whichever is applicable.
- D. An up-to-date record of overtime hours will be posted each pay period on departmental bulletin boards. Overtime shall be divided and rotated as equally as possible within the Department or division according to seniority and among those employees who regularly perform such work. In the event a department needs additional employees to perform overtime work, this overtime work shall be divided and rotated as equally as possible among other employees in the bargaining unit according to seniority among those qualified to perform this work.
- E. All overtime work shall be approved by the Department head prior to the commencement of such work.

SECTION 25

LEAVES OF ABSENCE

- A. Any regular employee may request a leave of absence. All requests must be in writing, addressed to the appropriate department head. Requests for leaves of absence should be filed, in writing, thirty (30) days prior to the beginning of the period of leave but in no event less than ten (10) days prior to the requested beginning. These requirements may be waived in emergency situations.

- B. Maternity leave will be handled in compliance with the Family Leave Act.
- C. Educational Leave: Employees may be entitled to a leave of absence without pay for a period of up to one (1) year to further their education. The request for leave shall include the course(s) to be taken by course and title number along with a brief description of same. It shall also include the name of the educational institution, location, dates and times of courses.
- D. Personal/Union Leave: Employees may be entitled to a leave of absence without pay for a period of up to one (1) year.
- E. Illness (Physical or Mental): Employees who are unable to work because of extended illness shall be entitled to a leave of absence for a period of up to one (1) year. The employee may be required to submit proof of their inability to work. Employees returning to work from this leave shall provide a medical certification that they are able to work. The Employer reserves the right to have the employee examined by the City physician to determine inability/ability of the employee to work.
- F. Employees granted leaves of absence pursuant to this Section may continue their insurance program through the City by making arrangements for payment of the premiums at the payroll office. In the case of illness, whether job-related or not, the City agrees to continue to pay health and life insurance premiums for a period of six (6) months. In the case of work-related injury leave, the health and life insurance premiums shall continue to be paid for a period of twelve (12) months.

- G. Employees returning from the leaves specified in B, C, and D within three (3) months following the commencement of their leave shall be returned to the position from which they left. Employees returning to work after three (3) months, but within one (1) year, shall be returned to a position that their seniority permits. Seniority shall accumulate during the first three (3) months of said leaves and there after shall be retained but shall not accumulate.
- H. Employees returning from work-related injury leave or leaves granted pursuant to paragraph E within twelve (12) months shall be returned to the positions from which they left. Employees on these leaves returning after twelve (12) months shall be returned to a position that their seniority permits. Seniority shall accumulate during the first twelve (12) months of said leaves and thereafter shall be retained, but shall not accumulate.

SECTION 26

SICK AND PERSONAL DAYS

- A. All employees shall be entitled to up to eleven (11) paid Sick days and five (5) paid personal days each January 1, to be used during the calendar year. Employees shall receive pay for these days under the following conditions:
1. Sick days: The employee is required to call and inform the employer that he/she is sick and will not be reporting for work. The employer may request that the employee submit a statement from a licensed physician for illnesses in excess of three (3) consecutive days.

2. Personal days: The employee must request the day at least twenty-four (24) hours in advance unless an emergency situation arises or the employee and his supervisor make other mutually acceptable arrangements.

3. Unused Days: The employee shall be paid at employees request in full for all unused Sick/Personal days beyond an accumulation of fifteen (15) days. Said payment of unused days shall be by separate check and payable on the second pay period in January following the calendar year accumulated.

The accumulation of unused days shall be known as the employee's LTD bank and shall consist of a minimum of fifteen (15) days and a maximum of ninety (90) days. Once and employee elects to put his or her unused days into the LTD bank, they can only be used under our operation agreement or when the employee terminates his\her employment with the city, the employee shall be paid in full for all unused days less than thirty (30), but in excess of five (5) days.

Note: The interpretation of the above paragraph is the same as the operating policy presented across the table, by then personnel director Arnold James.

Example: If an employee has less than thirty (30) days, he/she shall forfeit five (5) days, more than thirty (30) days, no forfeiture of time.

4. Separation of Employment and Layoff: The employee who separates employment by termination, retirement or death, or who is laid off, shall be paid in full for all unused days at the rate of .3 days for each week worked during the calendar year. Said payment shall be by separate check and payable no later than fourteen (14) calendar days after the termination, retirement, death or layoff. In the event the terminated, retired, deceased or laid off employee has used Sick/Personal days in excess of the above formula, the employer shall deduct a like amount from the employee's final pay check.

- B. Employees shall not be eligible for Sick/Personal days until they have completed their probationary period. Employees may request Sick/Personal days in increments of hours, but no less than one (1) hour and as long as the efficiency of operations do not suffer as a result of using time in this manner.

- C. No employee shall engage in any part-time or self-employment during any sick leave or for a period of twenty-four (24) hours after the completion of a sick day period. The Employer retains the right to make investigation and inquiry regarding compliance with this sub-section.

SECTION 27
BEREAVEMENT LEAVE

Pay for Bereavement Leave will be granted by the Employer for up to five (5) days for a death of the employee's spouse, children, step-children, parents, step-parents, brothers or sister. Up to three (3) days shall be granted for grandparents, grandparent-in-law, grandchildren, parents-in-law, brother-in-law, sister-in-law, half-brother, half-sister, aunts or uncles. Proof of death and relationship of the deceased may be requested. Funeral must be attended. For the purposes of this section, days shall be interpreted as consecutive calendar days with weekends (Saturday and Sunday) counting as one (1) day.

SECTION 28
HOLIDAYS

A. Employees with at least ninety (90) calendar days of employment shall have the following holidays off with no loss of pay or benefits:

New Years Day	Thanksgiving Day
Good Friday	Day after Thanksgiving
Memorial Day	Day before Christmas
Independence Day	Christmas Day
Labor Day	Day before New Years Day
Two Floater Days	

B. Should a holiday fall on Saturday, Friday shall be considered as the holiday. Should a holiday fall on Sunday, Monday shall be considered as the holiday.

- C. Should consecutive holidays fall on Friday and Saturday, Thursday and Friday shall be considered as the holidays. Should consecutive holidays fall on Sunday and Monday, Monday and Tuesday shall be considered as the holidays.
- D. Employees who are on an unauthorized leave the last full scheduled work day preceding a holiday or the first full scheduled work day following a holiday, shall forfeit all holiday pay for that holiday.
- E. An employee scheduled to work on a holiday, who fails to report for work and whose absence is unauthorized, shall forfeit all pay for that holiday.
- F. Effective July 1, 1987, one (1) additional Floating Holiday will be added.
- G. Christmas / New Years Week - See Memorandum of Understanding.

SECTION 29
COURT TIME

Time spent in Federal or State Court by employees under subpoena as a result of their employment shall be considered as time worked. All subpoena fees shall be paid to their supervisor who in turn shall deposit said monies with the appropriate fiscal officer. If, however, an employee received a mileage allowance and simultaneously utilize a City vehicle for transportation purposes to and from such Court appearances, the mileage fees will also be deposited with the supervisor for deposit with the appropriate fiscal officer.

SECTION 30

JURY DUTY

- A. Time spent by an employee on jury duty before any Federal or State Court shall be considered as time worked. The employee shall inform the immediate supervisor of such obligation as soon as possible following receipt of the subpoena.
- B. An employee complying with the above responsibilities and upon supplying to the appropriate department head adequate proof that he has reported for such jury duty, shall turn over to his supervisor his jury duty pay, who in turn shall deposit said pay with the appropriate fiscal officer.
- C. An employee serving jury duty who completes such duty prior to the end of the work day shall promptly report to his supervisor and/or return to his regular position for completion of the work day. Reasonable time will be afforded for changes of attire when applicable.

SECTION 31

VACATION

- A. Every regular full-time employee shall be entitled to vacation with pay according to the following:

<u>Time Period</u>	<u>Vacation Earned</u>
after 1 yr. through 4 yrs.	12 days
after 5 yrs. through 7 yrs.	18 days
after 8 yrs. through 11 yrs.	20 days
after 12 yrs. through 19 yrs.	23 days
after 20 yrs.	25 days

Employees shall continue to be entitled to receive paid vacation as of January 1 of the year in which such vacation is earned. Employees accrue their full vacation after nine (9) months. In the event a terminated, retired, deceased or laid-off employee has used vacation time prior to earning it in full, the Employer shall deduct an amount equal to 1/9 per month not worked, from the employees final check.

- B. Employee vacations shall be scheduled by departments so as not to conflict with department needs. Wherever possible, vacations shall be granted on a "first-come, first-served" basis with seniority acting as the tie breaker. Vacation days can be used in half day increments. Employees shall be required to use at least ten (10) vacation days for the calendar year 1989 and fifteen (15) vacation days for the calendar year 1990 and there after.
- C. The employee shall be paid in full for all unused vacation days as outlined in B above. Said payment of unused days shall be by separate check and payable on the second pay period in January following the calendar year accumulated. The employee may choose to contribute used vacation days to his/her LTD bank during 1989 and 1990 and there after. In the event of an employee's termination, retirement, death or layoff, the employee or his/her estate will be paid for all unused vacation days.
- D. Employees who lose time from their job during year of accumulation because of on-the-job disability, shall have such time credited to them as though they had actively worked, however, this credit shall not exceed six (6) months. Thereafter, their accrued vacation shall be decreased 1/12 for every additional month of lost time.
- E. New employees shall accumulate vacation during the calendar year of employment on the basis of one (1) day per month.

SECTION 32

TUITION REIMBURSEMENT

- A. The Employer agrees to reimburse full-time employees up to \$700.00 per employee. The reimbursement is per fiscal year for tuition and course text books, upon successful completion of any course which is reasonably related to the employee's existing job or would improve the employee to a higher position within the City of Burton.
- B. The letter of application shall list the course(s) to be taken by course title and number along with a brief description of the course content. Also to be included is the name of the educational institution, location of the course offering, dates, times and costs thereof.
- C. Upon proof of satisfactory completion of the course(s) and of the amount expended for tuition, the employee will be reimbursed for such expenses per the above schedule provided that the employee agrees, in writing, to remain a full-time employee for a period of six (6) months following the completion of the course and likewise agrees that if he leaves the City's employ before the expiration of the six (6) months period, he will have deducted from his final pay an amount equal to one-sixth (1/6) of the educational reimbursement for each month or portion thereof lacking of the six (6) months requirement. Reimbursement for educational courses to bargaining unit employees under this article, by the City of Burton, shall not exceed the sum of \$6,000.00 during any one (1) fiscal year. If application for such reimbursement exceeds this maximum limit, the reimbursement shall be made pro-rata among employees who successfully completed approved course(s).

SECTION 33

TRANSFERS

- A. Any employee who is transferred out of the bargaining unit shall continue to accumulate seniority for a twenty-four (24) month period. If the employee remains in the position outside of the bargaining unit after twenty-four (24) months, he/she shall retain his/her seniority but shall not accumulate additional bargaining unit seniority as long as he/she remains in a position outside of the bargaining unit. If such employee is transferred back to the bargaining unit by the employer, he/she may exercise his/her bargaining unit seniority credits only by first applying to an unfilled posted vacancy, then to displace the youngest seniority employee, seniority permitting.
- B. An employee transferred into the bargaining unit who was not originally in the unit shall have seniority from the last date of hire for everything under this Agreement, except for seniority for promotions, job transfer, layoff, and recall, which shall be as of the date the employee is transferred into the unit.

SECTION 34

VACANCIES

Vacancies in any position within the bargaining unit shall be offered to the existing employees on the following basis before going outside:

- A. The job opening, together with the wages and minimum qualifications, shall be posted on the Union bulletin board for five (5) consecutive working days. The Chapter Chairperson shall receive a copy of the job posting prior to the actual posting.

- B. A seniority comparison shall be made of the employees meeting the qualifications and the seniority employee shall be afforded a forty five (45) day trial period on the job.
- C. During the trial period the employee may revert back to his former job without loss of seniority. The filling of the vacancy shall be limited to two (2) moves resulting from any one vacancy. After the second trial return, management without restrictions and no trial period may fill the open job. In the event the Employer determines the employee is unsatisfactory in the position, the employee shall receive notice, along with the reasons therefore, at the end of the trial period, he/she is to be returned to his former job without loss of seniority. Such movement shall take place during the ten (10) working day period immediately following the trial period. *may*
- D. New Classifications of work - New Classification of work may be established by the Employer. The Employer shall state the nature of the work to be performed and establish the rate of pay and shall so advise the Union in writing. If the Union disagrees with the rate of pay or working conditions of said new classification, it may so notify the Personnel Director, in writing, within five (5) days from the date of the Employer's notification to the Union of the establishment of the classification, otherwise the rate shall become permanent. If such notice is give by the Union, the parties will arrange a meeting to negotiate said rate or working conditions.

SECTION 35

TEMPORARY VACANCIES

- A. The Employer retains the right to fill temporary vacancies. When the Employer elects to fill a temporary vacancy, the vacancy will be filled according to seniority by employees who meet the minimum requirements and ability for such job. Such employee will receive the rate of pay of the higher classification for all hours worked while filling such vacancy, provided however, regardless of the number of hours worked, the employee will receive the higher rate for a least the balance of the shift. In the event a temporary vacancy becomes a permanent vacancy, the position shall be filled in accordance with the terms and conditions of the Agreement.
- B. Members of the bargaining unit who temporarily fill a vacancy of a position not included in the bargaining unit shall remain a member of the bargaining unit during this time.

SECTION 36

CAR AND MILEAGE ALLOWANCE

An employee may be assigned a City vehicle if one is available. However, it is recognized that infrequently the employee may be called upon to furnish his or her own transportation when required to perform their assigned duties. In consideration, the employee shall receive a mileage allowance in accordance with the IRS recommended amount per mile with no per day fee.

The Employer reserves the right to assign city-owned vehicles to those employees it deems necessary and to control and govern the use of said vehicles. The Employer likewise, in its sole discretion can remove the use of a vehicle from any employee at any time.

SECTION 37

WORKER'S COMPENSATION

Employees who are injured or taken ill in the line of duty and who are thereby entitled to payment of Workers' Compensation shall receive those benefits they are entitled to under the Workers' Compensation statute.

The Employer agrees that in the event an employee is injured on the job the employee will receive eight (8) hours pay regardless of the number of hours worked so as not to be penalized for being injured on the job. The Employer shall pay an employee who incurred a physical injury while on the job for the first five (5) working days, if the employee is unable to work.

The City agrees to prepay employees Worker's Compensation benefits and the employees agree to sign over to the City any checks received from the Worker's Compensation insurance carrier. All necessary paperwork must be submitted by the employee to the City in a timely fashion to insure qualification and prepayment.

SECTION 38

SOCIAL SECURITY

Employees shall be covered under applicable Social Security Laws.

SECTION 39

UNEMPLOYMENT INSURANCE

The Employer agrees to provide, through the services of the Michigan Employment Security Commission, unemployment insurance coverage for all employees under this Agreement.

SECTION 40
HOSPITALIZATION

- A. The employer agrees to provide hospitalization coverage currently Blue Cross Blue Shield - Plan S, with premiums being paid by employer.
- B. The above coverage shall apply to employees and their families and shall be effective upon completion of ninety (90) calendar day of employment.
- C. The Employer agrees to maintain the above coverage when an employee is laid off, for one month for each year of seniority with a maximum of six (6) months.
- D. Employees, with at least one (1) year of seniority, who do not elect to be covered by the health insurance as provided in this Section, shall receive a separate check on the pay day closest to December 10th of each year. Said check to be in the amount of one thousand dollars (\$1,000.00). To be eligible, the employee must be off the health insurance plan for twelve (12) consecutive months.
However, employees who retire from the City, who qualify and will receive the City's medical coverage for retirees, will not be eligible for the pro-rated amounts listed above.
- E. The City of Burton agrees to pay one hundred (\$100.00) dollars per employee per month in lieu of medical insurance for the employee upon retirement. To qualify, an employee must have a combined age and seniority equaling eighty (80) years, or be qualified under a MERS retirement plan. When the employee becomes eligible for Medicare, the monthly payment will cease.

SECTION 41
DENTAL COVERAGE

- A. The Employer will pay the full premium for Dental Coverage as follows:

Class I	75%	\$600.00	Maximum per year
Class II	75%	\$600.00	Maximum per year
Class III	50%	\$1,500.00	per person per lifetime

Class I	Benefits:	(Basic Dental Services)
Class II	Benefits:	(Prosthodontics Dental Services)
Class III	Benefits:	(Orthodontic Dental Services)

Effective 7/1/92 Class I and Class II maximums shall increase to \$1,000.00 per year.

- B. The above coverage shall apply to employees and their families and shall be effective upon completion of ninety (90) calendar days of employment. Employees who elect not to receive said coverage shall not receive any additional pay or benefits as a result of said election.

SECTION 42
OPTICAL

The Employer will pay the sum total of three hundred dollars (\$300.00) per year per family on prescription optical only, effective January 1, 1995.

The Employer will pay the sum total of two hundred dollars (\$200.00) for the calendar years of 1992, 1993, and 1994 per family for optical needs.

SECTION 43
LIFE INSURANCE

The City of Burton shall provide employees, including part-time employees who at the time of employment are employed for a minimum of thirty (30) hours per week, and part-time employees who are subsequently regularly scheduled to work thirty (30) hours per week, life insurance and dismemberment coverage in the amount of \$50,000.00 and double indemnity coverage in this amount in the event of accidental death.

SECTION 44
DISABILITY PAY

The Employer will pay the full premium for disability insurance. Disability pay shall commence on the thirty-first calendar day after the disability starts. Disability pay shall be equal to 2/3 of the employee's regular wage rate. Disability payment shall be up to age 65 in accordance with government rules on age discrimination. The LTD policy is effective January 1, 1989 and will be patterned after the Supervisors LTD except for the weekly maximum.

The City agrees to prepay the employee's disability benefits not to exceed six (6) months and the employees agree to sign over to the City any checks received from the disability insurance carrier. All necessary paperwork must be submitted by the employee to the City in a timely fashion to insure qualification and prepayment.

SECTION 45

TENURE

Any employee having completed five (5) years of seniority, shall become entitled to a lump sum payment of five hundred dollars (\$500.00) on or about their anniversary date. Each year thereafter, payment will be made in July. Further, any employee with said five (5) years of seniority shall become entitle to one (1) additional paid (float) day for any year after five (5) years seniority.

Any employee having completed ten (10) years of seniority, shall become entitled to one (1) additional paid (float) day for any year after ten (10) years of seniority, making a total of two (2) paid (float) days.

Any employee having completed ten (10) years of seniority, shall become entitled to a lump sum payment of One Thousand Dollars (\$1,000.00) on or about their anniversary date. Float days remain the same.

Any employee having completed twenty (20) years of seniority, shall become entitled to a lump sum payment of One Thousand Five Hundred (\$1,500.00) Dollars, on or about their anniversary date. Further, any employee with twenty (20) years of seniority shall not be entitled to any additional days.

SECTION 46

AUTHORIZED PAYROLL DEDUCTIONS

Employees may authorize the following deduction in their paychecks:

Withholding tax, retirement fund, savings bonds, contributions to the United Way, payment of Union Dues, other current deductions as applicable to include Credit Unions of employees' choice and any other new deductions where there is 10% participation by the City employees covered by this agreement.

SECTION 47
SAVINGS CLAUSE

Should any article, section or portion thereof of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, such decision of the court shall apply only to the specific article, section, or portion thereof directly specified in the decision; upon the issuance of such a decision, the parties agree to negotiate a substitute for the invalidated article, section or portion thereof.

SECTION 48
RE-OPENING PROVISIONS

It shall be expressly understood by both Parties that this contract may be revised, amended or otherwise altered to include new agreements, or effect changes in the existing contract language, when mutually agreed upon between the Union and Employer.

SECTION 49
DISTRIBUTION OF AGREEMENT

The Employer agrees to make available to each employee a copy of this Agreement and to provide a copy of the same agreement to all new employees entering the employment of the Employer.

SECTION 50
WAGES

Effective July 1, 1995, employees will receive a two and one-half percent (2 1/2%) increase in wages.

Effective July 1, 1996, employees will receive a two percent (2%) increase in wages.

SECTION 51

PENSION

- A. On or about 3/1/92, the B-2, F-55 (25 years) FAC 3, V-6, Michigan Employee Retirement system shall be adopted. Any cost for this program in excess of the Employer's fifteen percent (15%) shall be paid by the employees.
- A-1. To the MERS resolution Dated 2/17/92 concerning AFSCME Local 1918 Chapter N, Change B-2 to B-4, and add E-2 to be effective January 1, 1995.
- B. Beginning January 1, 1995, the B-4, E-2, FAC-3, V-6, F-55 (25 years) with the Michigan Employee Retirement System (MERS) shall be adopted. The employer to pay the existing 12.5% of total payroll with any cost for this program in excess of the Employer's 12.5% of total payroll shall be paid by the employee as outlined in the Letter of Understanding dated November 15, 1994.
- C. Employee will use date of hire for retirement. An actuary study, when available will be placed in the contract.
- D. Employees will be allowed to purchase military time and previous government employment time for retirement at their expense. As outlined in section 38-1506 of Act: 427 of 1984. However, they must have written verification of said time:

Governmental Service

Letter from Former Employer

Military Service

Discharge papers indicating length of service. All other provisions shall be consistent with the M.E.R.S. program.

SECTION 51A

RESOLUTION FOR ADOPTING MUNICIPAL EMPLOYEES RETIREMENT PLAN

WHEREAS, the City Council of Burton, Michigan desires to make available to all, or a portion of its eligible employees as defined below, as pension plan as provided by the Michigan Municipal Employees' Retirement Act established by Act No. 427 of the Public Acts of 1984, as amended. Employee division is defined as AFSCME Local 1918 Chapter N.

BE IT RESOLVED, that the City Council, the governing body of Burton, Michigan, a municipality within the meaning of that term as defined in said Act no. 427 of the Public Acts of 1984, as amended, does hereby, on behalf of the municipality as permitted in Section 41 of said Act, elect to come under the provisions of said Act, and elects Benefit Program B-2, V-6, FAC-3, F-55 (25 Years): Prior service credit established with said municipality by each employee shall be credited equally to all or a portion of eligible employees as defined above, as stipulated below:

All prior service from date of hire. The employee shall be allowed to pay for previous governmental and military time from MERS at the employee's cost as outlined in Section 38.1506 of Act 427 of 1984.

The effective date of this Resolution with respect to making deduction from the salaries of the eligible employees of the municipality, and the making payments required by said Act on behalf of said municipality shall be March 1, 1992, or as soon thereafter as can be reasonably done.

BE IT FURTHER RESOLVED, the Mayor is hereby authorized and directed to make all wage and salary deductions on behalf of the eligible employees of the municipality required by law and to pay the same to the Retirement Board established by the Municipal Employees' Retirement Act, together with such amounts as the municipality is required to make on behalf of the same employees under the provisions of said Act.

SECTION 52
WAGES & JOB CLASSIFICATIONS

The following represents a list of classifications currently represented by the American Federation of State, County and Municipal Employees, Local #1918, Chapter N affiliated with Michigan Council 25 as of July 1, 1985, following by the wage notes for each classification effective July 1, 1994, July 1, 1995 and July 1, 1996. Any errors made in computation of the chart will be subject to correction.

POSITION	7/1/94	2.5 RAISE 7/1/95	2.0 RAISE 7/1/96
Clerk/Typist			
Receptionist			
Sr Clerk/Typist			
Bkkpr/Typist			
Elec Clerk			
Accountant			
Sr Acct Clerk			
Sr Coll Clerk			
Sr Payrl Clerk			
Assess Tech			
Appraiser I			
Building Insp			
Sr Bldg Insp			
Zoning Tech			
Dep Plann Off			
Code Enf Off			
Jr DPW Aide			
Sr DPW Aid			
Civil Eng Aide			
Civil Eng Tech			
Drafter II			
Sewer Tech			
Sr Swer Tech Op			
Sewer Servicman			
Equip Operator			
Laborer			
Watr Servicman			
Watr MeterRead			
Proj Leader Rd			
TrafficAide Rd			
MotorPool Srvman			
Sr MotorPool Srv			
Master Mech Mtr			
Motor Pool II*			

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DRAFT COPY 11/18/94

POSITION	7/1/94	2.5 RAISE 7/1/95	2.0 RAISE 7/1/96
Records Tech			
Cadet			
Bldg & Grd Maint			
City Maint Man			

* Rate Structure Established 10/17/83 By Promotion.

SALARY SCHEDULE FOR NEW EMPLOYEES

Start at 80% of Rate
After 6 months - 85 % of rate
After 12 months - 92.5% of rate
After 18 months - 100% of rate

The Employer has the right to waive this starting rate for new employees.

This agreement is subject to written notice of ratification by local union and City Council, before any part of this agreement can become effective.

Management agrees to discuss wage upgrading with the union following the ratification of this agreement.

SECTION 53
TERMINATION

This Agreement shall be effective as of July 1, 1994, and shall remain in full force and effect until June 30, 1997. If either Party desires to amend or modify this Agreement, they shall serve written notice of that desire to the other party at least ninety (90) days prior to June 30, 1997. In the event notice to amend or modify is given, this Agreement shall remain in effect until a new Agreement is reached.

Date

CITY OF BURTON

LOCAL 1918 CHAPTER N

Charles Smiley, Mayor

Chairperson

William R. Walworth, Clerk

Committee Member

Kenneth L. McArdle
Administrative Assistant/
Personnel Director

Committee Member

Jean Morgan
Executive Assistant

Kenneth L. Stovall, Staff Rep.
MI AFSCME Council 25, AFL-CIO

AFSCME 1918N
WORK RULES

SECTION 1: For the commission of the following offenses an employee may receive progressive discipline:

- a. Late to work without an excuse acceptable to Supervisor.
- b. Carelessness which necessitates the scrapping or repairing of employer's equipment or property or unintentional damage or destruction of the employer's or public's property.
- c. Inattentiveness to work, failing to start work at the designated time, quitting work before proper time or leaving the job during the working hours without permission of the Supervisor.
- d. Smoking in unauthorized areas.
- e. Minor violation of a safety rule or safety practice.
- f. Failure to report to work without giving the employer advance notice unless it was impossible to give such advance notice.
- g. Creating or contributing to poor housekeeping in the building or equipment of the employer.
- h. Posting, removing or defacing any matter on the employer's bulletin board or property without authorization from the employer.
- i. Failure to perform work as instructed in an efficient and timely manner. Poor workmanship.
- j. Suspension or loss of driver's license (employees who are required to drive in the service of the employer).
- k. Any offense of equal magnitude to the above.

SECTION 2: For violation of any of the following rules an employee may be subject to more severe discipline up to and including discharge:

- a. Refusal to comply with supervisor's instructions or other insubordinate conduct.
- b. Gross neglect of duty.
- c. Immoral or indecent conduct.

- d. Intentional falsification of employer's records.
- e. Knowingly marking the time card of another, having one's time card marked by another or unauthorized altering of a time card.
- f. Theft or intentional destruction of employer's or another employee's property or removal of City property from employer's premises without authorization of the employer. Unauthorized use of the employee's property.
- g. Sleeping on the job.
- h. Possession of liquor or drugs on the City property or City work projects during working hours, reporting for work under the influence of or in an unsafe condition.
- i. Deliberate or careless conduct endangering the safety of himself or others.
- j. Abusive, threatening or coercive treatment of members of the public, fellow employees or supervisors.
- k. Conviction of any moving traffic violation for which an employee receives six (6) or more points during a 12-month period while drive the employer's vehicles.
- l. Sabotage.
- m. Permitting any person who is not an employee to drive a City vehicle without authorization of the employer.
- n. Serious violation of a safety rule or safety practice.
- o. Failure to respond to emergency call to duty when contacted by the Employer.
- p. Any other offense of equal magnitude to the above.

**CHRISTMAS / NEW YEARS WEEK VACATION
LETTER OF UNDERSTANDING
BETWEEN
THE CITY OF BURTON AND AFSCME LOCAL 1918 CHAPTER N**

In an effort to make the best use of holiday vacation time and to accommodate the public as efficiently as possible, the following will be the schedule and policy for the year 1994, 1995, and 1996:

- **See attached Schedule for actual days off.**
- **1994 Non-Essential Personnel**
Work Regular Schedule through Friday December 23, 1994
Employees to use their Float Days first (if still available) then vacation, sick, or personal days for December 28, and 29. If you have no time available you will be allowed to borrow from your 1995 days.
Return to regular work schedule on Tuesday January 3, 1995
- **1995 Non-Essential Personnel**
Work Regular Schedule through Friday December 22, 1995
Employees shall use their float days for December 27 and 28.
Return to regular work schedule on Tuesday January 2, 1996
- **1996 Non-Essential Personnel**
Work Regular Schedule through Monday December 23, 1996.
Employees shall use their float days for December 27 and 30.
Return to regular work schedule on Thursday January 2, 1997

In the event of emergencies such as snow, ice, watermain breaks, etc as determined by management, the Premium days as listed on attached calendars will be considered Holidays for reasons of determining overtime. All other days will be considered regular days. In the years 1995 and 1996 all employees must use a minimum of two float days for this purpose. All essential employees as determined by management who are required to work shall have their holidays as outlined in there union agreement. In the event that Christmas Eve falls during the week employees may opt to take four (4) hours personal time for the afternoon.

LETTER OF UNDERSTANDING

BETWEEN

THE CITY OF BURTON AND AFSCME LOCAL 1918 CHAPTER N

Regarding MERS Payments Employee Contribution

November 15, 1994

If the cost of the employees contribution toward pension exceeds 10% of employees pay, the difference shall be made up by reduction in the employees paid Sick Days, Personal Days and / or Vacation Days equivalent to the full cost of the difference.

Kenneth McArdle, Personnel Director

Randall Stewart, AFSCME Chapter Chairperson