

6/30/98

CITY OF BURTON  
SUPERVISORS UNION CONTRACT  
SEIU, AFL-CIO LOCAL 79  
JULY 1, 1994 THROUGH JUNE 30, 1998

SIGNATURE COPY

*Burton, City of*

SEIU UNION CONTRACT

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S.E.I.U.  
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 Service Employees International Union, AFL-CIO, and Local #79, hereinafter referred to as the "union" expresses all mutually agreed covenants between the parties hereto.

PREAMBLE

This Agreement entered into by the Parties 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 the 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 an entire Agreement between the Parties and no verbal statement shall supersede any of its provisions. This Agreement embodies all obligations between the Parties evolving from the collective bargaining process.

SECTION 1  
RECOGNITION

The City recognizes the Union as the exclusive representative of all Supervisors, hereinafter referred to as "employees", within the bargaining unit specified in the certification and election petition for the purpose of collective bargaining, with respect to rates of pay, wages, hours of employment or other conditions of employment.

SECTION 2  
MANAGEMENT RIGHTS

The management of the City's operations, the control of its properties and the maintenance of order and efficiency, and the direction of the working forces and the right to hire, promote, assign, suspend, discipline, transfer, discharge for proper cause, reinstate, the right to relieve employees from duty because of lack of work or other proper reasons, the right to schedule hours or require overtime work, and the right to establish rules pertaining to operations, are vested exclusively in the City of Burton in

accordance with the provisions of the laws of the State of Michigan, the City Charter, subject only to the restrictions and regulations governing the exercise of these rights as are expressly provided in this contract. However nothing in this contract shall circumvent the intent of the City Charter or any applicable State of Federal laws.

**SECTION 3**  
**UNION SECURITY**

- A. On and after the ninetieth (90th) 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 once 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 judgements 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 affected.
- 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 born by the Union.

**SECTION 4**  
**COMPENSATION SCHEDULES**

The salaries and wages to be paid under this Contract shall be in full accord with the compensation schedules presently in effect provided however, that adjustments to those schedules arrived at

through collective bargaining shall be made by the City of Burton Administration and transmitted to all appropriate persons.

Wage adjustments shall begin the 1st Monday, following the effective date referenced in this contract.

**SECTION 5**  
**NORMAL WORK WEEK**

- A. The regular work week shall be Monday through Friday unless mutually agreed upon by both parties. The regular work week shall be five (5) consecutive eight (8) hour days for Department of Public Works employees, and (5) consecutive seven (7) hour days for all City Hall employees.
- B. A normal work shift will consist of eight (8) consecutive hours for Department of Public Work employees or seven (7) consecutive hours for the City Hall employees with the exception of the meal break. All employees shall be scheduled to work on a regular work shift and each work shift shall have regular starting and quitting times.
- C. Meal Periods: All employees shall be granted a lunch period for which time they shall not be compensated during each work shift. Whenever practical, the lunch period shall be scheduled at the middle of each shift.

**SECTION 6**  
**OVERTIME**

Assistant Assessors, Foremen and Deputy Clerks who work in excess of their normal work shift in a twenty-four (24) hour period, or more than their regular work week, or on Saturday, shall be paid overtime premium pay at the rate of one and one-half times their basic rate of compensation for such excess. All Sunday and holiday work shall be at double time basic rate. All work, which requires overtime compensation, shall be approved in writing (except in case of emergencies), by the Mayor or Department of Public Works Director Prior to commencement of such work.

**SECTION 7**  
**HOLIDAYS**

- A. Employees shall be eligible for holidays upon completion of ninety (90) calendar days of employment. The following are paid holidays when earned by employees:



|                   |                        |
|-------------------|------------------------|
| New Years Day     | Thanksgiving Day       |
| Good Friday       | Day after Thanksgiving |
| Memorial Day      | Day before Christmas   |
| Independence Day  | Christmas Day          |
| Labor Day         | Day before New Year's  |
| *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. The employee must have worked the last scheduled work day prior to and the next scheduled work day after each specified holiday within the employees scheduled work week. Excuse for absence on either of these days shall be by the authority of the employer.
- E. An employee who is on leave or suspension for a period in which a holiday falls shall not have earned these holidays, except when a seniority employee has gone on sick leave, or a leave of absence for military service, during the work week prior to or during the week in which the holiday falls, shall receive pay for such holiday.
- F. When a holiday, specified above, falls within an eligible employees approved vacation period or during a period in which they receive jury duty pay, and they are absent from work during their regularly scheduled work week because of such vacation or jury duty, the employee shall be paid for such holiday.
- G. 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.

\* Two float days will be assigned to the Christmas holiday week. See holiday week memorandum attached to the end of this contract.

**SECTION 8**  
**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 the City Treasurer who in turn shall deposit same monies with the appropriate fiscal officer. If however an employee received a mileage allowance and

simultaneously utilizes a City vehicle for transportation purposes to and from such Court appearances, the mileage fees will also be deposited with the City Treasurer for deposit with the appropriate fiscal officer.

**SECTION 9**  
**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 Chief Personnel Officer 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 the Treasurer his jury duty pay, who in turn shall deposit said pay with the appropriate fiscal officers.
- 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 10**  
**VACATION LEAVE**

**NOTE: See memorandum of understanding regarding the use of paid Sick days, Personal days, Vacation days, and/or Tenure Pay to pay pension cost.**

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

| <u>Time Period</u> | <u>Vacation Earned</u>                  |
|--------------------|---|
| 6 mo. to 1 year    | 1 working day/mo.<br>(max. 10 days/yr.) |
| 1 yr. to 5 yrs.    | 12 work days/yr.                        |
| 5 yrs. to 7 yrs.   | 18 work days/yr.                        |
| 8 yrs. to 11 yrs.  | 20 work days/yr.                        |
| 12 yrs. to 19 yrs. | 23 work days/yr.                        |
| 20 yrs. to 25 yrs. | 25 work days                            |

Years worked shall be figured on the basis of an employee's anniversary date. Vacation days are to be paid when taken by the employee and may be taken in half day increments.

- B. Employees who lose time from their job 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.

- C. In order to qualify for vacation time (except during the first year of employment) an employee must have actively been at work for the City for at least nine (9) months to receive full vacation time and six (6) months to receive one half vacation time.
- D. Any unused vacation days will be liquidated and paid during the second pay period of December in the year of accumulation, subject to Section E. The employee may choose to contribute unused vacation days to his/her LTD bank during 1989 and 1990 and thereafter.

SECTION 11  
SICK AND PERSONAL DAYS

NOTE: See memorandum of understanding regarding the use of paid Sick days, Personal days, Vacation days, and/or Tenure pay to pay pension cost.

- A. All regular full time employees shall accrue one-third (1/3) day sick and personal leave days per weekly pay-period to a maximum of sixteen (16) days per year, eleven (11) sick days and five (5) personal days each January 1 to be used during the calendar year. Employees shall receive pay for these days under the following conditions.
- B. Employees who become sick shall be entitled to draw upon the full sixteen (16) days in any given year even if such time has not accrued to them according to the formula stated in paragraph A.
- C. No sick or personal leave days are credited or allowed to any employee during the first six (6) months of employment. After completion of six (6) months of employment, employees shall be credited with sick and personal days from the date of initial employment.
- D. Employees may use sick and personal leave days in one (1) hour increments as long as the efficiency of operations do not suffer as a result of using time in this manner.
- E. 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. At the time that the employee terminates his/her employment with the City, the employee shall be paid

in full for all unused days in excess of five (5) days, if an employee retires the employee will be paid for all unused days.

- F. In the event of an employee's retirement, voluntary quit, death or layoff, unused accumulated sick/personal days shall be paid to the employee, his living beneficiary, or his estate (subject to E). In the event such employee has used sick/personal days in excess of the above formula, the City shall deduct a like amount from the employee's final paycheck.
- G. In the event of voluntary lay-off, earned unused accumulated sick/personal days may be left on record in payroll office. Unused sick/personal days earned prior to voluntary lay-off shall be paid in full the January of the following year (subject to E).

**SECTION 12**  
**BEREAVEMENT PAY**

- A. Pay for Bereavement will be granted by the employer for five (5) consecutive calendar days with pay for each death. These funeral leave days are to be used in the event of death in the immediate family. Immediate family shall be defined as parents, Parents-in-law, spouse, children, brothers, sisters and grandparents and grandchildren. Three (3) days will be granted for step-children, brother-in-law, sister-in-law, half-brother, half-sister, aunt or uncles, and grandparents-in-law. For the purpose of this section, weekends will be counted as one (1) calendar day.
- B. It is incumbent upon the employee to adequately demonstrate that the relationship conforms to the definition above should any questions arise. Additional time necessary, such as travel time, shall be charged against accumulated and annual leave or sick and personal days.

**SECTION 13**  
**WORKERS' COMPENSATION**

Employees who are injured and 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 City agrees to prepay employees Workers' Compensation benefits and the employees agree to sign over to the City any

checks received from the Workers' 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 14**  
**GRIEVANCE AND ARBITRATION PROCEDURE**

- A. The parties to this Agreement agree that the grievance procedure hereby established shall serve as the means for the amicable settlement of any dispute or grievance arising between the Union and the Employer under the provisions of this Agreement, including the application, meaning and interpretation of same.
- B. The parties seek to secure at the lowest possible administrative level equitable solutions to the grievance. Grievances shall be submitted as soon as possible, but in no event more than ten (10) days after its occurrence or after the facts giving rise to the grievance have come to the attention of the grievant or the Union.

Step 1: An employee with a grievance shall first discuss it with his Department Head either individually or together with the Union Steward, to try and resolve the matter informally. If the grievance is not satisfactorily resolved with the Department Head's oral response to the employee, the employee shall submit it to the Department Head, in writing, on the Grievance Form within three (3) working days and the Department Head shall respond in writing also within three working days.

Step 2: If the grievance has not been satisfactorily resolved at the step 1 level, it shall be presented by the aggrieved employee or the Union to the Chief Personnel Officer, in writing, within seven (7) working days after the Department Head's response is due.

Step 3: (1) If the grievance is not resolved at Step 2, the union may file a request for arbitration. The request must be submitted to the employer, in writing, within twenty (20) days of receipt by the union, of the answer for Step 2.

(2) The parties will attempt to select an arbitrator by mutual agreement. If they cannot agree on an arbitrator within seven (7) calendar days after notice is given, the arbitrator shall be selected by the American Arbitration Association in accordance with its rules which shall govern the arbitration hearing.

(3) It shall be the function of the arbitrator, and he shall be empowered, except as his power is limited below, after due investigation, to make a decision, or to determine that he does not have jurisdiction over the issue.

- a. He shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this Agreement.
- b. The fees and expenses of the arbitrator shall be shared equally by the Employer and the Union. All other expenses shall be borne by the party incurring them and neither party shall be responsible for the expense of witnesses called by the other.
- c. The number of days indicated at each Step of the grievance procedure shall be considered as maximum and every effort shall be made to expedite the grievance process. All time limits herein contained in this Section shall consist of working days unless otherwise specified. Any time limits may be extended by mutual written consent of the parties.
- d. The failure of either party to proceed from one Step of the written grievance procedure to the next Step within the time limits as set forth herein, shall be deemed to be an acceptance of the other party's last position.
- e. The failure of an administrator to communicate his oral decision to the employee within the specified time shall permit the employee to proceed to the next Step in the grievance procedure.
- f. An individual's grievance may be withdrawn at any Step, without prejudice, but that individual's same grievance shall not be filed a second time.
- g. The filing of a grievance shall in no way interfere with the right of the City to proceed in carrying out its management responsibilities, subject to the final decision of the grievance.
- h. Decisions of the arbitrator shall be final and binding on both parties.

SECTION 15  
REPRESENTATION

All employees covered by this Agreement shall be represented for the purpose of grievances procedure and negotiating by a bargaining unit member to be chosen by the Union.

SECTION 16  
CHIEF STEWARDS AND STEWARDS

- A. Chief Stewards and Stewards shall be governed by rules in the grievance procedure or by others mutually established. Meetings of Union representatives with City representatives shall be held at times mutually convenient. Union representatives will receive their usual compensation when such meetings are held during their regular working hours.
- B. The names of Chief Stewards and Stewards and Alternates, shall be given, in writing, to the City by the Union, and they shall not function as such prior to such notice to the City. Any changes shall be reported to the City, in writing, as far in advance as possible. Alternates shall not function under this Section, except in the absence of the official for whom they are to substitute.
- C. Representatives of the Union may attend meetings of the bargaining committee, as such, with representatives of the City.
- D. Any Chief Stewards or Steward having an individual grievance in connection with his own work may ask for another Union representative to assist him in adjusting the grievance.

SECTION 17  
PLEDGE AGAINST DISCRIMINATION & COERCION

- A. 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, which doesn't effect work function, or political affiliation. The Union shall share equally with the Employer the responsibility for applying this provision of the Agreement.
- B. All references to employees in this Agreement designate both sexes, and whenever the male gender is used, it shall be construed to include male and female employees.
- C. The Employer agrees not to interfere with the rights of employees to become members of the Union and there shall be no



discrimination, interference, restraint, or coercion by the Employer or any employer representative against any employee because of Union membership or because of any legal employee activity in an official capacity on behalf of the Union.

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

**SECTION 18**  
**UNION BULLETIN BOARDS**

The Employer agrees to furnish and maintain suitable 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 19**  
**UNION ACTIVITIES ON EMPLOYER'S TIME & PREMISES**

- A. The Employer agrees that during working hours, on the Employer's premises, and without loss of pay, Union representatives shall be allowed to post union notices and consult with the Employer or his representative regarding grievances or processing thereof.
- B. Union representatives are not paid for negotiating meetings during normal working hours unless such meetings are called by the City.

**SECTION 20**  
**VISITS BY UNION REPRESENTATIVES**

The Employer agrees that accredited representatives of the SEIU, Local #79, whether local Union representatives, district council representatives, or international representatives, shall have reasonable access to the premises of the Employer during working hours to conduct business relative to administration of this Agreement. Such representatives shall give advance notice of their desired meeting to the Chief Personnel Officer.



SECTION 21  
MAINTENANCE OF WORK STANDARDS

- A. All Supervisors shall continue existing practices of Supervisors being "working supervisors". This shall include, but not be limited by, such items as repairing vehicles, performing incidental manual labor, assisting in projects within their own and other divisions.
- B. The City shall provide employees with an outline of their general scope of responsibilities and Supervisory functions. In the event of alterations of these responsibilities and/or functions, the City shall present such change to the Union five (5) days prior to implementation. In the event of disagreement under this Section the City agrees to negotiate such changes with the Union. Attached are these General Scope of Responsibilities.

SECTION 22  
WORK RULES

- A. The Employer agrees to negotiate changes in existing work rules or the establishment of new work rules with the Union.
- B. New work rules, or proposed changes in work rules, shall be posted on bulletin boards at least five (5) days prior to their effective date.
- C. Any unresolved complaint as to the reasonableness of any new work rule shall be resolved through the grievance procedure.

SECTION 23  
UNIFORM & PROTECTIVE CLOTHING & PROTECTIVE SERVICES

- A. If any employee is required to wear protective clothing or any type of protective device as a condition of employment, such protective clothing or protective device shall be furnished to the employee by the City; the cost of maintaining protective clothing and protective device in proper working condition shall be paid by the employer except in the case of abuse or neglect by the employee.
- B. It is recognized that the employer welcomes input and suggestions from employees and Union representatives relative to safety related matters.

SECTION 24  
LEAVES OF ABSENCE

- A. Any regular full time employee may request a leave of absence. All requests must be in writing, addressed to the appropriate department head. Requests for leave of absence should be filed within thirty (30) days prior to the beginning of the period of leave. These requirements will be waived in an emergency situation.
- 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/Political Leave: Employees may be entitled to a leave of absence without pay for a period of up to one (1) year. This leave may be extended with mutual agreement.
- 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 City physician to determine inability/ability of the employee to work.
- F. Employee granted leaves of absence pursuant to this Article 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 and pregnancy leave, the City agrees to continue the pay health and life insurance premiums for a period of three (3) months. In the case of work related injury leave, the health and life insurance premiums shall continue to be paid for a period of six (6) 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 thereafter shall be retained but shall not accumulate. Employees returning from a leave specified in E will return to the position from which they left.

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**SECTION 25**  
**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 wage and minimum qualifications shall be posted on the employers bulletin board for five (5) consecutive working days. The employers bulletin board will remain in the employee's work area.
- B. A seniority comparison shall be made of employees meeting the qualifications and the seniority employee shall be afforded a sixty (60) day trial period on the job.
- C. During the trial period, the employee may revert back to his former job without loss of seniority. 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, that he 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.

**SECTION 26**  
**TUITION REIMBURSEMENT**

- A. The Employer agrees to reimburse full-time employees tuition and book costs at the maximum rate of \$700.00 per fiscal year. Reimbursement shall be paid upon the 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. A 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 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 expense 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) month period, he will have deducted from his final pay an amount equal to one-sixth (1/6) of the educational reimbursement.

Reimbursement for educational courses to bargaining unit employee 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-rated among employees who have successfully completed approved course(s).

**SECTION 27**  
**REST PERIODS**

All employees who are scheduled for seven (7) hour or eight (8) hour shift, shall have two (2) rest periods of fifteen (15) minutes each to be scheduled during their normal work shift by the immediate supervisor. Said periods shall not be cumulative.

**SECTION 28**  
**AUTHORIZED PAYROLL DEDUCTIONS**

Employees may authorize the following deductions in their paychecks: withholding tax, retirement fund, savings bonds, contributions to the United Way, payment of Union dues, and other deductions as applicable to include credit unions or banks of their choice and any other new deductions where there is ten (10%) percent participation by the City employees covered by this agreement.

**SECTION 29**  
**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 30**  
**DISABILITY PAY**

The Employer will pay the full premium for a basic disability insurance policy. Disability pay shall commence on the thirty-first (31) calendar day after the disability starts. Disability pay shall be equal to two-thirds (2/3) of the Employee's regular pay prior to deductions and shall be continued up to age sixty-five (65) in accordance with government rules on age discrimination, The LTD policy is to be effective as soon as practicable.

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 and 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 31**  
**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. Life insurance shall also be provided by the City to the employee's current spouse in the amount of \$10,000.00 and any dependent children in the amount of \$5,000.00 each.

**SECTION 32**  
**HOSPITALIZATION**

- New
- 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 days of employment.
  - C. The Employer agrees to maintain the above coverage when an employee is laid off, for one (1) 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 two hundred dollars (\$1,200.00). 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



New {

qualified under a MERS retirement plan. When the employee becomes eligible for Medicare, the monthly payment will cease.

**SECTION 33**  
**DENTAL PLAN**

Monthly premium cost will be paid by the City.

|           |     |            |                         |
|-----------|-----|------------|-------------------------|
| Class I   | 80% | \$1,000.00 | Maximum per year        |
| Class II  | 50% | \$1,000.00 | Maximum per year        |
| Class III | 50% | \$1,500.00 | per person per lifetime |

|           |           |                                 |
|-----------|-----------|---------------------------------|
| Class I   | Benefits: | (Basic Dental Services)         |
| Class II  | Benefits: | (Prosthodontic Dental Services) |
| Class III | Benefits: | (Orthodontic Dental Services)   |

Effective November 1, 1991.

**SECTION 34**  
**OPTICAL COVERAGE**

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 year of 1994 per family for optical needs.

**SECTION 35**  
**SENIORITY**

- A. All newly hired employees shall be regarded as probationary employees for the first six (6) months of their employment. Upon completion of the probationary period, the employees will be granted seniority ranking from the date of hire. Until give seniority ranking, and employee shall be subject to layoff, discipline or discharge at the sole discretion of the Employer and without recourse to the grievance procedure, for other than union activities.
- B. Seniority shall be on a departmental basis in accordance with the employees admittance into the bargaining unit and within a division.



- C. The DPW Divisions are: Building Division, Inspection Division, Water Division, Sewer Division, Road Division and Motor Pool Division. The City Hall Divisions are: City Clerk's Division, Treasurer's Division, Assessors Division and Controller's Division.
- D. Seniority shall not be affected by the race, color, creed, age, sex, marital status or dependents of the employee. The seniority list of the date of this Agreement will show the names, dates, rates and job titled of all employees of the unit entitled to seniority.
- E. An employee shall lose his seniority for the following reasons only:
1. He quits, retires or receives a pension.
  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 a employee 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 production convincing proof of his inability to give such notice.
  5. Return from sick leave and leaves of absence will be treated as the same as number four (4) above.
  6. If he is laid off for a continuous period equivalent to his seniority from original date of hire.

**SECTION 36**  
**LAYOFF & RECALL**

- A. The word "layoff" means a reduction in the working force due to a decrease of work or limitations of funds. Such layoff shall occur only upon layoff of employees in hourly unit under said supervisory supervision.
- B. When there is a layoff, temporary employees then probationary employees, then part-time employees will be laid off first within the bargaining unit. The Employer will then determine

the classification being reduced within the various affected divisions. Thereafter, seniority employees within the affected departments will be laid off according to seniority provided the employees being retained are able to perform the available work. However, it is understood by the parties that in application of this Section, employees in higher rated classifications may filter downward in line with their seniority, but in no event will employees in lower rated classifications filter upward to positions in higher rated classifications.

- C. Employees to be laid off will have at least seven (7) calendar days notice of layoff, whenever possible. The Chapter Chairman shall receive a list from the Employer of the Employees being laid off on the same date the notices are issued to the employees.
  
- D. 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 employees with the greatest seniority are able to perform the available work. When there are employees on layoff status in any division in the bargaining unit, they will be returned to available work which they are capable of performing prior to new employees being hired. Notice of recall may be by telephone call, but in any event will be confirmed by certified mail to the employee's last known address. A laid off employee will be granted up to ten (10) working days to return to work upon written request to the Employer, such request must be made within five (5) working days of receipt of notice of Recall.

**SECTION 37**  
WAGES

| <u>Title</u>                   | <u>Wage 7/1/94</u> | <u>Wage 7/1/95</u> | <u>Wage 7/1/96</u> | <u>Wage 7/1/97</u> |
|--------------------------------|--------------------|--------------------|--------------------|--------------------|
| Increase                       | 0%                 | 2.5%               | 2.0%               | 3.0%               |
| Deputy                         | \$27,878.30        | \$28,575.26        | \$29,146.77        | \$30,021.17        |
| Foreman                        | \$31,869.56        | \$32,666.30        | \$33,319.63        | \$34,319.22        |
| Sup't.<br>W/Overtime<br>Salary | \$45,448.95        | \$46,585.17        | \$47,516.87        | \$48,942.38        |
| Ass't.<br>DPW Dir.             | \$39,419.87        | \$40,405.37        | \$41,213.48        | \$42,449.88        |

New

On February 3, 1992 by letter of understanding the three (3) superintendents were put on a salary without over time pay.

By letter of understanding the three (3) Deputies salary was upgraded to the hourly salary listed above.

\* Negotiated adjusted salary 1/13/92 (Retroactive to January 1, 1992)

\*\* Adjustments given to each superintendent due to additional responsibilities. It was mutually agreed by both the City and Union not to fill the vacant Ass't DPW Director's position.

SALARY SCHEDULE FOR NEW EMPLOYEES

State at 80% of rate

|                 |   |               |
|-----------------|---|---------------|
| After 6 months  | - | 85% of rate   |
| After 12 months | - | 92.5% of rate |
| After 18 months | - | regular rate  |

No + New  
but Moved  
up from  
back of  
Contract

Note: The employer has the right to waive this starting rate for newly hired employees, based upon previous experience and qualifications.

**SECTION 38**  
TRANSFERS

If an employee is transferred to a position under the Employer not included in the Unit and is thereafter transferred again to a position within the Unit, he shall have accumulated seniority while working in the position to which he was transferred and shall retain all rights accrued for the purpose of any benefits provided for in this Agreement.

**SECTION 39**  
INTERIM PROMOTIONS

An interim appointment to a position in a higher level, made necessary by reason of absence by a regular employee, shall be authorized by the Employer. Such interim promotion shall continue only during the absence of the regular employee. The base salary increase received by the interim employee during such periods, shall not commence until the thirty-first (31st) working day of absence of the regular employee.

SECTION 40  
EMPLOYER CONTRACTING AND SUB-CONTRACTING OUT

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. In no event will recognized employees be adversely affected by such contracting unless such employees are engaging in a strike.

SECTION 41  
VEHICLE & MILEAGE ALLOWANCE

It is the sole prerogative of the City Management to provide or assign the use of City vehicles to the employees. When it is, in the estimation of the City management, to be in the City's best interest vehicles may be assigned where necessary to efficiently perform the duties of the position. If, on occasion, the employee must furnish their own transportation in the performance of their duties, the employee shall receive a mileage allowance in accordance with the IRS recommended amount per mile with no per day fee.

SECTION 42  
SAVINGS CLAUSE

Should any article, section or portion thereof of this Agreement be held unlawful and unenforceable by a 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 43  
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 in effect changes in the existing contract language, when mutually agreed upon by the Union and Employer.

SECTION 44  
NO STRIKE PROVISIONS

The Union shall encourage and expect compliance from all its members to the fullest extent with the applicable sections of Act No. 379 of the Public Acts of 1965 of the State of Michigan as amended.

- A. **Lockouts:** No lockouts of employees shall be instituted by the Employer during the term of this Contract.
- B. There shall be no strikes or unauthorized work stoppages by the Union or any of its members during the term of this Contract. As used in the Act, the word "strike" shall mean the concerted failure to report for duty, the willful absence from one's position, the stoppage of work, or the abstinence in whole or in part from the full, faithful and proper performance of the duties of employment, for the purpose of including, influencing or coercing a change in the conditions, or compensation, or the rights, privileges or obligations of employment. Nothing contained in the Act shall be construed to limit, impair or affect the right of any public employee to the expression or communication of a view, grievance, complaints or opinion or any matter related to the conditions of compensation of public employment or their betterment, so long as the same is not designed to and does not interfere with the full, faithful and proper performance of the duties of employment.

SECTION 45  
TENURE

NOTE: See memorandum of understanding regarding the use of paid Sick days, Personal days, Vacation days, and/or Tenure pay to pay pension cost.

Any employee having completed seven (7) years of seniority as described on section 35, article B, shall become entitled to a lump sum payment of Two Hundred Fifty Dollars (\$250.00) on or about their anniversary date. Each year thereafter payment will be made in July. Further, any employee with said seven (7) years of seniority shall become entitled to one (1) additional paid float day for any year after seven (7) years seniority.

Any employee having completed ten (10) years of seniority, shall become entitled to a lump sum payment of twelve hundred dollars (1,200.00), one (1) additional paid float day, making for a total of two (2) paid float days, and effective July 1, 1995 an additional 3% rolled into their base pay.

Effective January 1, 1992, any employee having completed fifteen (15) years of seniority, shall become entitled to a lump sum payment of twelve hundred dollars (\$1,200.00) and an additional



3% on their base pay. Effective July 1, 1995 an additional 2% rolled into their base pay.

Effective June 30, 1994, any employee having completed twenty (20) years of seniority will have their fifteen hundred dollars (\$1,500.00) rolled into their base pay.

[Additional Fringe Benefits Has  
Been Deleted]

SECTION 46

CITY OF BURTON EMPLOYEE'S PENSION PLAN

- A. The employer agrees to maintain in full force and effect the new pension plan approved with the signing of our new current union agreement. Municipal Employees Retirement System (MERS), adopted by resolution of the City Council.
- B. The employer and union agrees to the new (MERS) Pension Plan described below:
1. Agreement date: July 1, 1991
  2. Defined Benefits.
  3. Roll over privileges in or out with any qualified plan.
  4. Six (6) year vesting provisions.
  5. Mandatory Fifteen (15%) contributions by the City to be placed in a separate SEIU account beginning January 1, 1992.
  6. Non-forfeitable voluntary employees contributions
  7. The effective date for SEIU members is June 30, 1994, except for Jerry Sturk and Bob Bundy. Because of their age and years of service it has been agreed that these two (2) individuals may retire prior to December 31, 1991 or wait until after June 30, 1994.
  8. Board of Trustees consists of five (5) members, including one (1) representative from each of the four (4) bargaining units and one (1) City of Burton Administrative Representative (Advisory Board Only).
- C. Plan and Benefits description: B4, F50, 25 yrs service and FAC-3, V-6, E-2.  
2.7 Multiplier for Supervisors  
2.6 Multiplier for Foreman/Deputy Clerks
- D. The items enumerated in Paragraph "B" are explanatory. The terms and provisions of the plan are controlling over any descriptions contained in this section. The entire plan is available for inspection in the offices of the City Treasurer.
- E. Effective July 1, 1994 the employer and the union agrees to the (MERS) pension plan described below, this replaces the (MERS) pension Plan negotiated in the 7/1/91 thur 6/30/94 union agreement.
1. Defined Benefits.
  2. Roll over privileges in or out with any qualified plan.
  3. Ten (10) year vesting provisions.



- New {
4. The Employer will continue to pay the mandatory fifteen (15%) of employees wages. Any amount in excess of the Cites fifteen (15%) contribution shall be paid by the employee as outlined in the attached letter of understanding.
  5. Employee will use date of hire for retirement.
  6. Plan and Benefits description;
    - a. B-4
    - b. F-55
    - c. FAC-3
    - d. V-10
    - e. 25 years of service, with a 2.5 multiplier
  7. Effective June 30, 1998 the benefit E-2 will automatically be included in the employees pension program.
  8. Board of Trustees: Same as prior contract.

[ Supervisors Meeting Pay Deleted ]

SECTION 47  
TERMINATION

This Agreement shall be effective as of the first (1) day of July, 1994, and shall remain in full force and effect until the thirtieth (30) day of June, 1998. This Contract shall be automatically renewed from year to year thereafter unless either Party shall notify the other, in writing, ninety (90) days prior to June 30, 1998, this Agreement shall remain in full force and be effective during the period of negotiations and until notice of termination of this Agreement is provided to the other Party in the manner set forth.

APPROVED AND SIGNED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 19\_\_

CITY OF BURTON

SEIU LOCAL 79 AFL-CIO

\_\_\_\_\_  
Charles H. Smiley, Mayor

\_\_\_\_\_  
President SEIU, Local 79

\_\_\_\_\_  
Kenneth McArdle, Admin. Asst.

\_\_\_\_\_  
Ralph LaDuke, Unit Chairman

\_\_\_\_\_  
William Walworth, Clerk

\_\_\_\_\_  
Bryce Lane, Bus. Rep.

\_\_\_\_\_  
Jean Morgan, Executive Assistant

\_\_\_\_\_  
Negotiator

\_\_\_\_\_  
Negotiator

New

CHRISTMAS / NEW YEARS WEEK VACATION  
LETTER OF UNDERSTANDING  
BETWEEN  
THE CITY OF BURTON AND SEIU, AFL-CIO LOCAL 79

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 1995 and 1996:

- See attached Schedule for actual days off.
- 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 regular days. 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.

DECEMBER - 1995

| Sunday | Monday                                | Tuesday                                   | Wednesday       | Thursday        | Friday            | Saturday |
|--------|---------------------------------------|---|-----------------|-----------------|-------------------|----------|
|        |                                       |   |                 |                 | 1                 | 2        |
| 3      | 4                                     | 5   | 6               | 7               | 8                 | 9        |
| 10     | 11                                    | 12  | 13              | 14              | 15                | 16       |
| 17     | 18                                    | 19  | 20              | 21              | 22                | 23       |
| 24     | 25<br>Christmas<br>Day<br>Premium Day | 26<br>Premium Day                         | 27<br>Float Day | 28<br>Float Day | 29<br>Premium Day | 30       |
| 31     | 1<br>New Years<br>Day<br>Premium Day  | 2<br>Return To<br>Normal Work<br>Schedule |                 |                 |                   |          |

DECEMBER - 1996

| Sunday | Monday          | Tuesday                   | Wednesday                             | Thursday                                     | Friday          | Saturday |
|--------|-----------------|---------------------------|---------------------------------------|--|-----------------|----------|
| 1      | 2               | 3                         | 4                                     | 5  | 6               | 7        |
| 8      | 9               | 10                        | 11                                    | 12   | 13              | 14       |
| 15     | 16              | 17                        | 18                                    | 19   | 20              | 21       |
| 22     | 23              | 24<br>4 hours<br>Personal | 25<br>Christmas<br>Day<br>Premium Day | 26<br>Premium Day                            | 27<br>Float Day | 28       |
| 29     | 30<br>Float Day | 31<br>Premium Day         | 1<br>New Years<br>Day<br>Premium Day  | 2<br>Return to<br>Normal<br>Work<br>Schedule |                 |          |

New

LETTER OF UNDERSTANDING

BETWEEN

THE CITY OF BURTON AND SEIU, AFL-CIO LOCAL 79

Regarding MERS Payments Employee Contribution

February 14, 1995

All cost of the employee's pension over the fifteen percent (15%) employer contribution currently being paid, will be paid by the employee's using sick days, personal days, vacation days, tenure pay, and employee's pay equivalent to the full cost of the difference between the employer fifteen percent (15%) and the full cost of the pension plan.

By February 1 of each year, and within 30 days of ratification of this contract, the union shall submit in writing how they want their employee's to pay for the Pension Plan. The Union will recognize that their formula must be uniform for all employee's within the bargaining unit. The formula listed below will be used by management if the union fails to submit there plan by February 1, of each year.

If a dispute arises about what days will be used, the employer will take Vacation days first, Personal days second, Tenure pay third, with the difference being made up by a direct withholding from the employee's pay.

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Kenneth McArdle, Personnel Director

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Ralph LaDuke, Employee Representative