



CITY OF BURTON
BURTON CITY COUNCIL MEETING
JULY 19, 2021
MINUTES

Council Chambers

Regular Meeting

7:00 PM

4303 S. CENTER ROAD
BURTON, MI 48519

This meeting was opened by President Steven Heffner at 7:10 PM.

A. INVOCATION LED BY: TOM MARTINBIANCO

B. THE PLEDGE OF ALLEGIANCE IS LED BY: TOM MARTINBIANCO

C. ROLL CALL

Attendee Name	Title	Status	Arrived
Tom Martinbianco	Councilman	Present	
Steven Heffner	President	Present	
Danny Wells	Councilman	Present	
Vaughn Smith	Councilman	Present	
Gregory Fenner	Vice President	Present	
Deborah K Walton	Councilwoman	Present	
Christina Conley	Councilwoman	Present	

D. APPROVAL OF AGENDA

1. Motion to approve the agenda as presented.

RESULT:	CARRIED [UNANIMOUS]
MOVER:	Vaughn Smith, Councilman
SECONDER:	Christina Conley, Councilwoman
AYES:	Martinbianco, Heffner, Wells, Smith, Fenner, Walton, Conley

E. STAFF PRESENT

Duane Haskins, Mayor
Racheal Boggs, City Clerk
Charles Abbey, DPW Director/HR
Brian Ross, Police Chief
Kirk Wilkinson, Fire Chief

F. APPROVAL OF MINUTES

1. City Council - Regular Meeting - Jul 8, 2021 7:00 PM

RESULT:	ACCEPTED [UNANIMOUS]
MOVER:	Gregory Fenner, Vice President
SECONDER:	Christina Conley, Councilwoman
AYES:	Martinbianco, Heffner, Wells, Smith, Fenner, Walton, Conley

G. ADMINISTRATIVE REPORTS

Mayor Haskins stated the Saginaw Street project is almost complete. We hope to have it wrapped up and totally opened with the next week or so. Two weeks after that, the Grand Traverse project should be starting. Next, Center Road will be underway. We do have a drain tube that needs repair that runs under all five lanes of Center Road. Once we get estimates on the repair, we will come before council for approval and a transfer. It could cost upwards of \$500,000 to replace it or fix it. We have had two Neighborhood Watch meetings so far and we are still hoping to have more people attend. Meetings are the second Monday of every month at 6:00PM. The next meeting is August 9th at the pavilion next to the Police Station unless the training room at the Police Department is finished before then. Eventually, we would like to move the location to each of the schools. The Government Finance Officers Association has awarded the Certificate of Achievement of Excellence in financial reporting to the City of Burton for its Comprehensive Annual Financial Report for fiscal year ending June 30, 2020. This is the highest form of recognition in the area of government accounting and finance reporting and it represents a significant accomplishment by government, its management and transparency. Great job to the Controlling staff for doing well on that. Our Fire Department has been picked out of 12 departments by the Michigan Department of Health and Human Services for a PFOMS study. It is a project to detect exposure to PFAS. We are one of 12 that are participating throughout the state. This will take place in August. We have a special presentation tonight for promotions within our Fire Department.

Fire Chief, Kirk Wilkinson presented the following:

Joshua Mather, promoted to Lieutenant on the day shift at Fire Station #2 with six years of service.

Gregory Pray, promoted to Lieutenant on the night shift at Station #2 with almost nine years of service.

James Lincoln, promoted to Battalion Chief at Station #1 with over 28 years of service.

1. July 2021 Investment Report

No Discussion.

H. COMMITTEE REPORTS

None.

I. AUDIENCE PARTICIPATION

Martha Ford of Brookwood Drive stated she is here again tonight regarding Flatrock. The traffic from the employees has slowed down a little bit but it is still crazy over there. Is there someone who oversees places like this? There should be cameras because there is constantly people coming and going and hanging out there. Has anyone spoke with the owner?

Terri Dolan of Brookwood Drive stated I live directly across the street from the property. I have lived here for 34 years. When this became an assisted living facility, it has been

nothing but noise. I would like to know more information about the business. The deliveries to the property are all day and all night. Ambulances and police being there is a daily occurrence. I have called 911 myself at least a dozen times because of the noise. There is trash all over in my yard. This used to be a quiet area.

Kathy Hall of Forest Avenue stated thank you to the Mayor and everyone here for passing the budget. I normally watch the meetings from home. Some of the council looks very uninterested and unprofessional on the video. I would like Burton to get back to some kind of respect and that doesn't mean bad mouthing and going against the Mayor every chance you get, Mr. Heffner. If you don't like where you're at or what you're doing, you should leave that chair. Look at your crowd. It is the same people every week and they are either on a committee or they have a problem. Please show the Mayor some respect, give him a chance.

1. Motion to go into closed session under the Open Meetings Act section 8c for the purpose of collective bargaining strategy.

Council went into closed session at 7:36 PM.

Council returned from closed session at 8:30 PM.

RESULT:	CARRIED [6 TO 1]
MOVER:	Tom Martinbianco, Councilman
SECONDER:	Christina Conley, Councilwoman
AYES:	Martinbianco, Heffner, Wells, Smith, Fenner, Conley
NAYS:	Walton

J. COUNCIL DISCUSSION

Mrs. Conley stated there is a new business coming into the Park Plaza Center where the old Pier One was located. It is called Spy Maker Escape Room and they will have axe throwing. Collette's on Davison Road will be holding an art festival on their property from July 31st to August 1st. I attended the first Burton Neighborhood Watch meeting. I would like to encourage my colleagues to come to the next one on August 9th at 6:00 PM. I would like to discuss scheduling a meeting to discuss our roads.

Mr. Wells stated we have to do something to help the people that are here about the group home.

Mayor Haskins stated I will defer to our City Attorney. They are mandated by the state. Residents need to call the police if there is speeding or other issues.

Mr. Wells stated they need to be ticketed. I have a resident on Brookwood Drive west of Belsay stating there is a white Chrysler 300 that races up and down the road every night and early into the morning. He called the police and asked me what they are doing about it. I don't know. Some of our best neighborhoods are being terrorized by people who probably don't even live in Burton.

Mayor Haskins stated our rental properties are probably one of the biggest problems we have in Burton. Is there a law to regulate them? I spoke with the City Attorney about creating an ordinance where we can fine the landlords when police are called to their property. She said we can't do that. I have thrown ideas out there to find ways to make landlords more responsible for their properties. There is a bad house on Schumacher that we receive numerous complaints about. We send Code Enforcement out there over and over again. How do we control it? If there is no law that allows us to hold landowners

accountable, I don't know what else we can do. With group homes, it is state legislation. They passed a law that they can have up to six individuals living there without any type of license. That is the issue with Flatrock. We have been dealing with the same issue for six months on Surrey Lane.

Mr. Wells stated these are the same people on Brookwood that have been dealing with the guy around the corner on Belsay Road. They have given up. They have been dealing with this for almost three years. Their kids won't bring their grand kids over there because of that guy. That's ridiculous.

Mayor Haskins stated our Police Department has done everything in their power with Mr. Hyde. He was sentenced to jail and everything.

Mr. Wells stated this can't continue to go on. Something bad is going to happen over there. These are all long term, good Burton people having to put up with this. I never thought we would have to put up with some of the stuff that goes on in this town. It's a sad situation. My hat is off to Chief Ross. He is doing everything he can. The Neighborhood Watch should help. Maybe you can advise them of the steps to take care of things like this. I have heard some of the Census numbers are in. According to what I saw, we are down about 400 people.

Mayor Haskins stated I keep track of this and the last I was told is the numbers would be available in September. I don't know what numbers you are looking at but that's what they have told me. I know the state is waiting for the numbers because that is what they will use for redistricting.

Mr. Smith stated I believe the state numbers are up based on the information I have. They do projections but they are just estimates.

Discussion continued regarding the 2020 Census numbers.

Mrs. Conley stated I thought we were supposed to have a representative here from Medstar to ask questions. I thought we discussed this at our last meeting.

Mayor Haskins stated Medstar was unavailable for this meeting. We are still working on it.

Mrs. Conley stated if I had known there was a press release at the Fire Department, I would have like to have been there. I think the council should be invited to everything so if we are asked questions by residents, we have the answers.

Mr. Heffner stated I have a different issue with this. Madam Attorney, what separates a contract and a service agreement?

Attorney Doyle stated I can't answer that off the top of my head. It would depend because sometimes those terms are interchangeable. It depends on the terms of it. From what I understood after speaking to the Fire Chief, it didn't sound like something that was incredibly binding and that would be the distinction.

Mr. Heffner stated there is an opt-out clause in it and we are giving exclusivity to one company over everyone else.

Attorney Doyle stated I would like to know if there is a penalty or repercussion. Those things would determine if it is an enforceable contract.

Mr. Heffner stated I believe it would have passed if it had come to the council. I see that

Davison Township, Davison City and Richfield Township just signed a contract with Medstar. What separates us from a contract to a service agreement? A lot of service agreements such as with Plante Moran for our audit, they come in and do the audit and they're done. This is a five-year agreement. To me, this is a contract and I feel it should come to the council for approval. The charter is very clear on contracts. Our forefathers made it so seven people approve contracts, not one. There is a reason for that.

Mr. Wells stated an agreement is a contract. They are one in the same. At some point, it will have to come before us for a vote.

Attorney Doyle stated there are certain terms that according to law, define a contract. It is an offer of goods or services and the acceptance and terms of those. Also, what the obligations are and who is gaining what. Is it equal or something I am bargaining for? There are a lot of terms to be met to make it a contract, but I cannot speak to this specifically because I have not seen the agreement or contract.

Mr. Wells stated we are talking about an agreement regarding the public safety of the residents of the City of Burton. It has to be ratified by the City Council. I have talked to Davison, Grand Blanc and Flint Township and in these cases, the company comes to City Council and they sign up for it by taking a vote on it.

Mr. Martinbianco asked, do any of these municipalities have boiler plate language used in the contract that you are aware of?

Mr. Wells stated I don't go into a whole lot of detail. I just asked what they thought. If something happens, this will come back on us not the Fire Chief.

Mr. Martinbianco stated the three components of a contract are offer, acceptance and consideration. I don't know what the consideration in this case is except for they are willing to offer services exclusively to Burton. I didn't get the impression that anyone else would be blocked out but I did get the impression that there were virtually no other ambulance services to service us at this point in time. I think it would behoove us, before we endorse anything to have the City Attorney research this to determine if it is of a contractual nature and if it is, bring it back to the council. As the President stated, we will probably all be in concert with what they have to offer.

Mr. Heffner stated I am not trying to bully anybody here but, contracts are our responsibility.

Mr. Smith stated what I understand of contractual law, there has to be an exchange of something of value.

Mr. Heffner stated let me stop you right there. The value is the right to do the service here. That is a value to that company.

Mr. Smith stated I believe the Mayor has a right to sign contracts up to \$10,000.

Mr. Heffner stated he has a right to spend money up to \$10,000 but not contracts. It is in section 11.1 of the City Charter.

Mr. Smith stated I can only go by what I learned in business law. There has to be some type of enumeration and it was always financial. I think this is a service agreement and that the other contingency was the eight minutes. I do think it would be a good idea for the City Attorney to look at it.

Attorney Doyle stated it doesn't necessarily have to be financial. There is a mutuality of obligation. I will do this for you if you do this for me. That would work as well. If it is not an exclusivity agreement then I don't know if there would be a contract because the benefit is not necessarily there. There is no consideration. Yes, you can have the exclusive right to use this but other ambulances can still come in. I don't know what is said so I am just speculating.

Mr. Fenner stated I am not here to argue whether this is a contract or an agreement. What I do want to specify is this is an exclusivity. When 911 gets a call for an ambulance for the city, they are just going to call Medstar. Our consideration is they guarantee eight minutes or less to any spot in Burton. Whether that is a contract or an agreement, I don't know. I don't know how this is different than cable in our city for example. Comcast/Xfinity kind of has exclusivity to cable in our city. How did that happen years ago? Was there an agreement made or a contract where someone paid someone to do this? I don't know the circumstances but there is no other cable service available in the City of Burton. Is this the same sort of thing?

Mr. Heffner stated this is the exact same thing. The difference is in the past, the council has allowed the administration to do the Comcast and phone contracts.

Mr. Fenner stated I am not arguing whether or not council should vote this on. Like Mrs. Conley, I was hoping to see the Medstar representative come in and explain everything to me.

Mr. Heffner stated when each of us were sworn in; we swore an oath to uphold the City Charter. That is what we are trying to do tonight.

Further discussion ensued regarding Medstar, a contracts versus an agreement and other municipality's decisions regarding ambulance services.

Mrs. Walton asked, Chief Wilkinson, are you allowed to make the decision to enter into a service contract up to \$10,000 on your own?

Chief Wilkinson deferred to Mayor Haskins.

Mayor Haskins said, yes. Up to \$10,000 is the way it has always been set up. The conflict here is because you are calling it a contract instead of a service agreement. I would have never thought in a million years that being able to guarantee our residents ambulance coverage could turn into this controversy. If it is a power play, so be it I guess. This was a good thing for our city. There was an ambulance shortage, our residents weren't even getting ambulances at times and the average response time was 9-13 minutes. Now, we are guaranteed eight minutes. I never thought this would be an issue. Had I thought it would be an issue, I would have come here and begged for your mercy first. I thought this was a great thing for the city. I will make it very clear that this was not a contract. It was a service agreement that we can terminate within 30 days if we don't like it or they are not holding up their end of the bargain. There is no cost to our city government, period. No monetary value whatsoever. It is just guaranteeing our resident that they will be able to have an ambulance so they can get their loved one to the hospital in time. I never thought this would be an issue. I apologize for creating the issue. I thought this would be a great thing.

Mrs. Conley stated I don't want this to be an issue either. I never knew there was an ambulance shortage until our last meeting. I would like to be informed so I can go and learn more about it. I am extremely happy this is happening for our residents.

Mayor Haskins stated the shortage has been all over the news for six months. That is how I learned about it. They have done special coverages on it and interviews with the ambulance companies. They have never allowed these types of agreements before until the head of the Medical Control Board brought it up at a 911 meeting that because of the shortage, this was the best way to protect your residents. That is why we did it. I didn't want to wait another 1-2 weeks if it could save a life. That is why it happened this way. There was nothing underhanded or sneaky, I just thought it was a great thing for our residents.

Mr. Heffner stated I think it's a great thing also as long as it comes before us to approve the contract.

Mayor Haskins stated it is not a contract and I will say it over and over again. I know that is your play on words, Mr. Heffner, but it is not a contract. There is a difference.

Mr. Fenner stated I would like to add an agenda item to approve and authorize the acceptance of the SEIU collective bargaining agreement effective July 1, 2021 - June 30, 2025. Please correct my dates if I am wrong on those.

Mr. Abbey stated that is correct.

Mayor Haskins suggested removing the dates and state "the contract ratified by SEIU to date". Spelling out the dates as far as voting on it, isn't going to matter but if you put a specific end date on it then it could be a bad vote.

Mr. Fenner stated I was mirroring the AFSCME contract that is on the agenda tonight, using the same dates so they will be lined up.

Mr. Martinbianco stated it is through 2024.

Mr. Fenner restated the motion and asked, through 2024?

Mr. Martinbianco said, that is correct.

Mr. Heffner asked the administration to send the council and City Attorney a copy of the Medstar service agreement.

1. Motion to add item to the agenda: Approve and Authorize the acceptance of the SEIU Collective Bargaining Agreement effective July 1, 2021- June 30, 2024.

RESULT:	CARRIED [UNANIMOUS]
MOVER:	Gregory Fenner, Vice President
SECONDER:	Tom Martinbianco, Councilman
AYES:	Martinbianco, Heffner, Wells, Smith, Fenner, Walton, Conley

K. COUNCIL ACTION

1. Approve and authorize the payment of Attorney Billing (Doyle) 7/1/21 to 7/13/21 in the amount of \$4,758.00.

RESULT: CARRIED [UNANIMOUS]
MOVER: Christina Conley, Councilwoman
SECONDER: Vaughn Smith, Councilman
AYES: Martinbianco, Heffner, Wells, Smith, Fenner, Walton, Conley

2. Approve and authorize the payment of Attorney Billing (Masud) 6/1/2021 to 6/30/2021 in the amount of \$9,272.00.

RESULT: CARRIED [UNANIMOUS]
MOVER: Christina Conley, Councilwoman
SECONDER: Gregory Fenner, Vice President
AYES: Martinbianco, Heffner, Wells, Smith, Fenner, Walton, Conley

3. Approve and authorize the acceptance of the AFSCME Collective Bargaining Agreement effective July 1, 2021 through June 30, 2025.

RESULT: CARRIED [UNANIMOUS]
MOVER: Christina Conley, Councilwoman
SECONDER: Danny Wells, Councilman
AYES: Martinbianco, Heffner, Wells, Smith, Fenner, Walton, Conley

4. Approve and Authorize the acceptance of the SEIU Collective Bargaining Agreement effective July 1, 2021- June 30, 2024.

RESULT: CARRIED [UNANIMOUS]
MOVER: Christina Conley, Councilwoman
SECONDER: Vaughn Smith, Councilman
AYES: Martinbianco, Heffner, Wells, Smith, Fenner, Walton, Conley

L. SECOND READING OF ORDINANCE

1. Approve and authorize the second reading of amended Chapter 157, the zoning ordinance, of the code of ordinances of the City of Burton to regulate incinerators, trash containers and collection/donation containers.

RESULT: CARRIED [UNANIMOUS]
MOVER: Gregory Fenner, Vice President
SECONDER: Christina Conley, Councilwoman
AYES: Martinbianco, Heffner, Wells, Smith, Fenner, Walton, Conley

Agendas and minutes may be found at www.burtonmi.gov

Meeting was adjourned at 9:15 PM.



CITY OF BURTON
BURTON CITY COUNCIL MEETING
JULY 8, 2021
MINUTES

Council Chambers

Regular Meeting

7:00 PM

4303 S. CENTER ROAD
BURTON, MI 48519

This meeting was opened by President Steven Heffner at 7:02 PM.

A. INVOCATION LED BY: TINA CONLEY

B. THE PLEDGE OF ALLEGIANCE IS LED BY: TINA CONLEY

C. ROLL CALL

Attendee Name	Title	Status	Arrived
Tom Martinbianco	Councilman	Excused	
Steven Heffner	President	Present	
Danny Wells	Councilman	Present	
Vaughn Smith	Councilman	Present	
Gregory Fenner	Vice President	Present	
Deborah K Walton	Councilwoman	Present	
Christina Conley	Councilwoman	Present	

D. APPROVAL OF AGENDA

1. Motion to approve the agenda as presented.

Mr. Heffner stated this is a new section on our agenda. This is so we can approve the agenda as is or add and take things from it.

RESULT:	CARRIED [UNANIMOUS]
MOVER:	Vaughn Smith, Councilman
SECONDER:	Deborah K Walton, Councilwoman
AYES:	Heffner, Wells, Smith, Fenner, Walton, Conley
EXCUSED:	Martinbianco

E. STAFF PRESENT

Brian Ross, Police Chief
Racheal Boggs, City Clerk
Kirk Wilkinson, Fire Chief
Amber Abbey, Deputy DPW Director

F. APPROVAL OF MINUTES

1. Budget Meeting - Budget Workshop - Jun 16, 2021 6:00 PM

RESULT:	ACCEPTED [UNANIMOUS]
MOVER:	Danny Wells, Councilman
SECONDER:	Deborah K Walton, Councilwoman
AYES:	Heffner, Wells, Smith, Fenner, Walton, Conley
EXCUSED:	Martinbianco

2. City Council - Regular Meeting - Jun 21, 2021 7:00 PM

RESULT:	ACCEPTED [UNANIMOUS]
MOVER:	Danny Wells, Councilman
SECONDER:	Deborah K Walton, Councilwoman
AYES:	Heffner, Wells, Smith, Fenner, Walton, Conley
EXCUSED:	Martinbianco

G. ADMINISTRATIVE REPORTS

Chief Ross stated the Mayor is otherwise engaged today and apologizes for not being here. The 911 board has an opening due to Mr. O'Keefe's resignation. If it is your wish to assign someone to the board, that would be great. The Fire Chief is here and he would like to talk about the Medstar report. Mrs. Abbey is also here to answer questions regarding the first reading of the ordinance on your agenda tonight.

Chief Wilkinson stated there was a press conference this evening prior to the council meeting. As you have probably heard through the media and I know Mr. O'Keefe reported on it several times, there is an ambulance shortage in Genesee County. We have had delayed response times in Burton because we have had to wait for ambulances to come from across the county and there have been times where we have been told that no ambulances were available. Response times are increasingly on the rise. We were approached by Medstar Ambulance, had discussions and have entered into a partnership for a service agreement to provide EMS service exclusively to Burton. This guarantees an EMS response within eight minutes on 90% of the calls for major medical emergencies in the City of Burton. Because they are large company owned by Henry Ford Hospital, Ascension Medical Group and McLaren Medical Group, they have the ability to transfer ambulances from one area or county to another. They are one of the few ambulance companies in the state that can handle something like this single handedly. This is greatly going to enhance EMS services in Burton and will guarantee our residents will have an ambulance if they call. Davison City, Davison Township and Richfield Township have done the same thing. As more municipalities get on board with this, it will enhance the service and ability to ensure the residents will have an ambulance readily available. Another thing they have assured us is that every quarter, we will get a report with statistics with the number of medicals they went to and the average response time. Our busy time in Burton for medical emergencies is between 2:00 PM and 6:00 PM. They can add extras ambulances in the city during that time of day. This will be huge to make sure our residents are taken care of and that we are providing the best possible public safety to our residents that we possibly can.

Mr. Heffner asked if there is a cost to the city.

Chief Wilkinson said, there is absolutely no cost.

Mr. Fenner asked if this will exclude any other ambulances from operating in Burton.

Minutes Acceptance: Minutes of Jul 8, 2021 7:00 PM (APPROVAL OF MINUTES)

Chief Wilkinson stated if they don't have an ambulance available, then Genesee County will send the next closest ambulance to Burton.

Mr. Fenner stated there are some instances where it would be faster with other ambulances, correct? I am having a hard time wrapping my head around this being our exclusive and only ambulance operating in our city.

Chief Wilkinson stated this is the common way things are done. Genesee County has been an anomaly for years. We have weighed the pros and cons. If we don't enter into this type of agreement, we can't ensure that any ambulance will be available. We are hearing more and more that no ambulances are available and the response times are increasing. Swartz, for example does not have the resources to provide a guaranteed service like Medstar does. Typically, you will see that those other ambulances will not even be around. In the future, the majority of the municipalities in Genesee County will be doing the same thing. We have had discussions with Med Control at the 911 Center about ways to resolve the ambulance shortage and delayed response problem. The Med Control Director's responded that this is not 911's problem or Med Control's problem, this is each municipalities problem. He recommended we enter a service agreement with a specific agency to provide EMS.

Mr. Fenner asked if we have inquired with other ambulance services or only Medstar.

Chief Wilkinson stated Medstar approached us with a very comprehensive plan at no cost. There are a couple of things that stick out. Number one is their ownership. Last year, Medstar purchased 97 new ambulances all at one time. There is no other company that can do that. There are only two big ambulance companies in the area, Medstar and MMR. MMR is a Saginaw based company and their resources go the Clio and Mount Morris areas. The other companies are just too small. As far as I know, no other ambulance companies are seeking out municipalities to provide service.

Mr. Fenner asked if there will be Paramedics on the ambulances or just EMS drivers.

Chief Wilkinson stated there will be some that have a Paramedic on them. Some will be EMT's. This does not exclude us from the Genesee County Sheriff's Department Paramedic program. That is a countywide, millage paid program. We will still have Genesee County Paramedics in the area.

Mr. Smith asked if the ambulances will be based at the Burton Fire Stations.

Chief Wilkinson stated each ambulance has GPS and they can see where everyone is. The goal is to have one ambulance staged at each of the Fire Stations and when one goes on a call they will shift to make sure they can get anywhere in the city within eight minutes. If it is during peak hours, you may see two at the Fire Station. This is something that we do not have right now with the 911 ambulances. They don't regulate where the ambulances go. With the shortage, there have been times of the day, every single day, usually between 4:00 PM and 7:00 PM where there is only one or two ambulances available for the entire county.

Mr. Smith asked how long the agreement is for.

Chief Wilkinson stated I believe it is for five years and there is an opt-out clause so we can opt out at anytime with 90 days notice.

Mrs. Conley stated this is the first time I have heard that there is a shortage of ambulances. Since the 911 millage just passed, will they pay the drivers or any of the cost.

Chief Wilkinson stated Medstar takes care of all of that. None of the millage money has ever gone to the ambulance companies. It is strictly for the operation of the 911 Center. The FCC has been trying to regulate this more. One of the advantages of Medstar is that they are a non-profit organization unlike other companies so it will keep the billing cost down to the residents.

Mr. Heffner stated Mr. Fenner will be the 911 Consortium Representative.

Mr. Wells asked how long the shortage has been going on.

Chief Wilkinson stated the shortage became noticeable last October. A lot of it is falling on the pandemic. There was some really stringent cleaning protocols during COVID that created delays. Ambulance personnel came down with COVID creating a bigger shortage. Many EMS people got out of the service. Also, during COVID, they weren't running EMT or Paramedic schools, so they were not able to readily fill the positions.

Mr. Wells asked if we signed a contract with them and when.

Chief Wilkinson stated we signed a service agreement last week.

Mr. Wells stated that couldn't have waited a week to come to City Council? There should have been a representative here tonight. Madam Attorney, what is our liability with this?

Attorney Doyle stated it is not a contract in that regard. It is a service agreement and there is no liability that I can think of. There is no financial output for the city. I believe it is a Fire Department issue.

Discussion ensued regarding other ambulance companies.

Chief Wilkinson stated Medstar is the highest paying ambulance company so they are least likely to be impacted by the employee shortage.

Mr. Wells stated he would like a representative from Medstar to come to our next council meeting.

Chief Wilkinson said, absolutely. I can reach out and have them here to talk to you at the next meeting. In my heart, I know this is the best thing for Burton residents, City Council and our Fire Department.

Discussion continued regarding other ambulance companies.

Mr. Wells stated everyone needs to understand that if they need an ambulance, it may take a little longer. This should be on the news.

H. COMMITTEE REPORTS

None.

I. AUDIENCE PARTICIPATION

None.

J. COUNCIL DISCUSSION

Mr. Smith stated he appreciates the administration using the digital sign in front of City Hall. I have seen them use it for COVID and various events. Tonight's meeting was announced on the sign and that was very good. I hope the administration will continue this with other

meetings as well. Thank you.

Mrs. Conley stated the Burton Rotary will have music in the park on July 15th from 6:00PM-8:00PM. Hotdogs, chips and water will be provided. Music will be provided by Mike Odette. Hope to see everyone there.

Mr. Heffner stated on the agenda tonight is the first reading of an ordinance. Mr. Martinbianco asked me to let everyone know that he would like to see this go to the Legislative Committee.

Mr. Fenner asked if this is the ordinance that the Planning Commission has been working on.

Mrs. Abbey said, yes. All zoning ordinances go to Planning Commission and then to City Council. Anything other than a zoning ordinance such as police powered ordinances, go to the Legislative Committee. You should consult the attorney but the Planning Commission has already held a Public Hearing regarding this.

Mr. Fenner stated I wanted this addressed and when I brought it up, I was told I had to go through the Planning Commission. As the Legislative Chair, I am satisfied with what the Planning Commission came up with regarding this. I think they did a fine job that included extensive research. I don't see any reason to over step this.

Mr. Smith stated I had a resident ask me why the incinerators were included in the ordinance. Mrs. Abbey, can you explain this to the council?

Mrs. Abbey stated this already existed in the ordinance. Because we are unsure if there are any out there, we didn't want to eliminate it from the ordinance and cause issues with nonconforming rights. If you eliminate it, you may have something out there not being regulated. It is in our best interest to leave it.

Mr. Wells asked what prompted the discussion on the ordinance.

Mr. Fenner stated I approached the Planning Commission. On Saginaw Street, there are two or three collection boxes at some businesses. When they get full, people drop clothes off on the outside of them. Code Enforcement was trying to get the businesses to clean it up and they were arguing that the boxes do not belong to them. We had no way to contact with the owner of the boxes. The ordinance creates a permit process and ensures they will not be located out by the road. There are probably 10-12 of these on Saginaw Street from Maple to Hemphill.

Mr Heffner asked if this covers dumpsters.

Mrs. Abbey said yes. When we were doing this, we thought we should also address trash cans in residential front yards. That is included as well as the location requirement for dumpsters.

Mr. Heffner asked if dumpsters have to have fences around them.

Mrs. Abbey stated that was already in the ordinance. But, there wasn't anything that stated they had to be in the rear yard whenever possible.

Mr. Wells congratulated Amy Clous and the Gwinn family along with the sponsors and anyone else who helped with the Burton Youth League. It is a phenomenal program. We need more programs like this. I would like to see a flag football program.

Mrs. Walton stated I would like to clear the air a little bit from our last two meetings. At the budget meeting when we were discussing things, Mr. Heffner, you seemed to be agitated when things weren't going your way. The same thing happened in closed session. Lately, you seem to bully people if they don't vote your way. If I make my decision, I make it for my own reasons and for the people of Burton. I don't want you to keep trying to change my mind. Please respect us if we vote a certain way and don't agree with you.

Mr. Heffner stated I have no idea what you are talking about. You have to vote your conscience, not my conscience.

K. COUNCIL ACTION

1. Approve and authorize the payment of Attorney Billing (Doyle) 6/16/21 to 6/30/21 in the amount of \$3,807.75.

RESULT:	CARRIED [UNANIMOUS]
MOVER:	Christina Conley, Councilwoman
SECONDER:	Gregory Fenner, Vice President
AYES:	Heffner, Wells, Smith, Fenner, Walton, Conley
EXCUSED:	Martinbianco

2. Approve and authorize the request for a Residential Sanitary Water & Sewer Installer's License for Root-A-Way of Genesee County, LLC 4101 Circle Drive, Flint, MI 48507.

RESULT:	CARRIED [UNANIMOUS]
MOVER:	Danny Wells, Councilman
SECONDER:	Christina Conley, Councilwoman
AYES:	Heffner, Wells, Smith, Fenner, Walton, Conley
EXCUSED:	Martinbianco

L. FIRST READING OF ORDINANCE

1. Approve and authorize the first reading of amended Chapter 157, the zoning ordinance, of the code of ordinances of the City of Burton to regulate incinerators, trash containers and collection/donation containers.

RESULT:	CARRIED TO SECOND READING [UNANIMOUS]	Next:
	7/19/2021 7:00 PM	
MOVER:	Gregory Fenner, Vice President	
SECONDER:	Christina Conley, Councilwoman	
AYES:	Heffner, Wells, Smith, Fenner, Walton, Conley	
EXCUSED:	Martinbianco	

M. SECOND READING OF ORDINANCE

Minutes Acceptance: Minutes of Jul 8, 2021 7:00 PM (APPROVAL OF MINUTES)

1. Approve and authorize the second reading Ordinance 2021-8-72.01. An Ordinance amending the Burton City Code of Ordinances by the addition of chapter 72. A chapter to permit and regulate the use of golf carts within the city and to provide the penalty for the violation thereof.

Mr. Smith stated this mimics the state ordinance, correct?

Mr. Heffner stated that is correct. If this passes, it will become law 48 hours after tonight as long as the Mayor does not veto it. I don't think he will but it will take 48 hours for this to be legal.

RESULT:	CARRIED [UNANIMOUS]
MOVER:	Gregory Fenner, Vice President
SECONDER:	Christina Conley, Councilwoman
AYES:	Heffner, Wells, Smith, Fenner, Walton, Conley
EXCUSED:	Martinbianco

Agendas and minutes may be found at www.burtonmi.gov

Meeting was adjourned at 7:52 PM.

Minutes Acceptance: Minutes of Jul 8, 2021 7:00 PM (APPROVAL OF MINUTES)



Burton City Council
4303 S. Center Road
Burton, MI 48519

Meeting: 07/19/21 07:00 PM
Department: Treasurer Office
Category: Report
Prepared By: Alice Bryce
Department Head: Alice Bryce

G.1

SCHEDULED

AGENDA ITEM (ID # 5156)

DOC ID: 5156

July 2021 Investment Report

COMMENTS - Current Meeting:

No Discussion.

ATTACHMENTS:

- July 2021 Investment Report (PDF)

**CITY OF BURTON
POOLED CASH INVESTMENT REPORT**

REPORT DATE: 07/14/21

AGENT	COMM PAPER 1	COMM PAPER 2	SPLIT RATING	CERT DEPOSIT	MONEY MKT	TREASURY BILLS
CHASE	\$0.00	\$0.00	\$0.00	\$0.00	\$831,532.59	\$0.00
COMERICA	\$0.00	\$0.00	\$0.00	\$3,781,153.86	\$0.00	\$9,657,813.62
CUTWATER	\$0.00	\$0.00	\$0.00	\$0.00	\$7,248,964.81	\$0.00
ELGA CREDIT UNION	\$0.00	\$0.00	\$0.00	\$0.00	\$5,357,672.70	\$0.00
FLAGSTAR	\$0.00	\$0.00	\$0.00	\$270,521.12	\$532,712.26	\$0.00
FRANKENMUTH CREDIT U	\$0.00	\$0.00	\$0.00	\$453,008.42	\$0.00	\$0.00
HUNTINGTON BANK	\$0.00	\$0.00	\$0.00	\$0.00	\$2,430,987.46	\$0.00
MULTI BANK SECURITIES	\$0.00	\$0.00	\$0.00	\$2,860,000.00	\$0.00	\$2,579,653.61
TOTALS:	\$0.00	\$0.00	\$0.00	\$7,364,683.40	\$16,401,869.82	\$12,237,467.23

GRAND TOTAL: \$36,004,020.45

50% RULE (NON COMM PAPER - COMM PAPER) : \$36,004,020.45

AVERAGE INTEREST : 1.7684

Attachment: July 2021 Investment Report (5156 : July 2021 Investment Report)

REPORT DATE: 07/14/21

Purchase Amount		Institution Name	Agent	Rate	Days	Date Pur.	Date Due	Interest Due	Daily Int.	CUSIP
\$92,464.51	M-3	Huntington SP Assessment E	HUNT - M	0.043	90	05/01/21	07/30/21	\$9.94	\$0.11	
\$2,338,522.95	M-3	Huntington Earnings Credit	HUNT - M	0.043	90	05/01/21	07/30/21	\$251.39	\$2.79	
\$831,532.59	M-3	Chase Earnings Credit	CHS - MM	0.049	90	05/01/21	07/30/21	\$101.86	\$1.13	
\$103,457.09	M-3	MI Class - Fire Cap Proj	CUT - MM	0.0213	90	05/01/21	07/30/21	\$5.51	\$0.06	
\$2,629,366.60	M-3	MI Class - Sewer Savings	CUT - MM	0.0213	90	05/01/21	07/30/21	\$140.01	\$1.56	
\$4,516,141.12	M-3	MI Class - Pooled	CUT - MM	0.0213	90	05/01/21	07/30/21	\$240.48	\$2.67	
\$5,357,672.70	M-3	ELGA CU - Sewer	ELGA - M	0.55	90	05/01/21	07/30/21	\$7,366.80	\$81.85	
\$532,712.26	M-3	Flagstar Bank - Pooled	FLAG - M	0.15	90	05/01/21	07/30/21	\$199.77	\$2.22	
\$80,037.81	M-1	JP Morgan Chase Step - Pool	CO - CD	0.75	365	12/11/20	12/11/21	\$608.62	\$1.67	48128UKD0
\$1,015,000.00	M-1	JP Morgan Chase - Pooled	MBS - CD	1.25	380	01/05/21	01/20/22	\$13,392.36	\$35.24	48128UWK1
\$505,000.00	M-1	JP Morgan Chase - Sewer	MBS - CD	1.15	380	01/05/21	01/20/22	\$6,130.14	\$16.13	48128UWL9
\$250,000.00	M-1	WELLS FARGO BK - SWR	MBS - CD	3.5	1834	12/20/18	12/28/23	\$44,576.39	\$24.31	949763WAO
\$250,000.00	M-3	Wells Fargo - Pooled	MBS - CD	3.1	1825	02/13/19	02/12/24	\$39,288.19	\$21.53	949763XQ4
\$250,000.00	M-1	Wells Fargo - Pooled	CO - CD	3.1	1826	02/13/19	02/13/24	\$39,309.72	\$21.53	949763XQ4
\$453,008.42	M-1	Frankenmuth Credit Union - S	FCU - CD	0.4	1096	03/12/21	03/12/24	\$5,516.64	\$5.03	
\$158,124.71	M-2	Great Lakes Water Bonds - P	CO - TB	4.27	1564	03/20/20	07/01/24	\$29,333.36	\$18.76	39081HAA0
\$203,906.89	M-2	Great Lakes WTR Authority -	CO - TB	0.34	1099	06/28/21	07/01/24	\$2,116.44	\$1.93	39081HCG5
\$602,259.30	M-2	Kalamazoo GO Bond - Pooled	CO - TB	0.37	1191	06/28/21	10/01/24	\$7,372.16	\$6.19	4832065Q7
\$500,000.00	M-1	JP Morgan Chase CD - Poole	CO - CD	0.35	1461	10/14/20	10/14/24	\$7,102.08	\$4.86	48128UPS2
\$203,298.00	M-2	MI State Bldg Auth - Pooled	CO - TB	0.816	1461	10/15/20	10/15/24	\$6,732.42	\$4.61	594615HR0
\$500,000.00	M-1	FFCB - Pooled	CO - TB	0.4	1461	10/15/20	10/15/24	\$8,116.67	\$5.56	3313EMCN0
\$173,149.98	M-2	Grand Travers County - Poole	CO - TB	2.8	1472	10/21/20	11/01/24	\$19,823.75	\$13.47	386514QS5
\$178,735.47	M-2	Grand Travers County - Poole	CO - TB	2.81	1472	10/21/20	11/01/24	\$20,536.31	\$13.95	386514QT3
\$270,521.12	M-1	Flagstar Bank - Local Streets	FLAG - C	1.65	1827	12/11/19	12/11/24	\$22,652.76	\$12.40	
\$537,116.05	M-1	JP Morgan Chase - Pooled	CO - CD	1	1750	09/24/20	07/10/25	\$26,109.81	\$14.92	48128UGD5
\$500,000.00	M-1	First Natl Bank - Pooled	MBS - CD	0.4	1808	10/13/20	09/25/25	\$10,044.44	\$5.56	32110YQS7
\$350,294.00	M-1	Wyandotte MI Elec Rev - Pool	CO - TB	3.51	1829	09/28/20	10/01/25	\$62,467.05	\$34.15	982788FF3

Attachment: July 2021 Investment Report (5156 : July 2021 Investment Report)

REPORT DATE: 07/14/21

Purchase Amount		Institution Name	Agent	Rate	Days	Date Pur.	Date Due	Interest Due	Daily Int.	CUSIP
\$500,000.00	M-1	JP Morgan Chase - Pooled	CO - CD	0.75	1826	10/16/20	10/16/25	\$19,020.83	\$10.42	48128UNL9
\$183,577.00	M-1	Wayne County Arpt Auth - Po	CO - TB	4.22	1869	10/19/20	12/01/25	\$40,219.58	\$21.52	944514TZ1
\$492,187.50	M-1	FHLB Step - Pooled	CO - TB	1.125	1801	03/22/21	02/25/26	\$27,700.93	\$15.38	3130AKZN9
\$274,000.00	M-1	JP Morgan Chase Step - SW	CO - CD	1.1	2191	08/18/20	08/18/26	\$18,343.54	\$8.37	48128UKL2
\$329,653.61	T-1	FNMA - SWR	MBS - TB	0.5	2191	08/26/20	08/26/26	\$10,346.39	\$4.72	3136G4K93
\$359,428.07	M-2	Northern Michigan University -	CO - TB	4.07	2238	10/15/20	12/01/26	\$90,941.89	\$40.64	665398LP6
\$505,000.00	M-1	JP Morgan Chase CD - Poole	CO - CD	1.1	2193	02/15/21	02/17/27	\$33,839.21	\$15.43	48128UZF9
\$344,689.58	M-2	Schoolcraft College - Pooled	CO - TB	2.67	2598	03/20/20	05/01/27	\$66,416.51	\$25.56	807874BS0
\$1,548,223.13	M-1	Wayne County Airport Auth -	CO - TB	4.24	2681	07/29/20	12/01/27	\$488,870.38	\$182.35	944514XP8
\$250,000.00	M-1	FFCB - Pooled	MBS - TB	0.84	2414	06/24/21	02/02/28	\$14,081.67	\$5.83	3133EMPP1
\$2,000,000.00	M-1	FFCB - Pooled	MBS - TB	1.05	2922	06/22/20	06/22/28	\$170,450.00	\$58.33	3133ELM35
\$635,000.00	M-1	JP Morgan Chase - Sewer	CO - CD	1.6	3106	05/29/20	11/29/28	\$87,658.22	\$28.22	48128UDK2
\$500,000.00	M-1	JP Morgan Chase - Pooled	CO - CD	3.25	3650	11/29/19	11/26/29	\$164,756.94	\$45.14	48128LKF5
\$340,000.00	M-1	First Natl Bank - Sewer	MBS - CD	1.5	3650	03/27/20	03/25/30	\$51,708.33	\$14.17	32110YPPF6
\$250,000.00	M-2	Kent MI Hosp Fin Auth - Sewe	CO - TB	2.81	3798	02/20/20	07/15/30	\$74,113.75	\$19.51	490580ES2
\$526,349.22	M-2	Wayne State Univ Bonds Pool	CO - TB	3.51	3713	09/15/20	11/15/30	\$190,547.63	\$51.32	946303E42
\$1,824,445.61	M-2	Northern MI Univ Bonds - Poo	CO - TB	4.31	4263	03/30/20	12/01/31	\$931,152.95	\$218.43	665398LU5
\$263,231.57	M-2	Eastern MI Univ Bonds - Pool	CO - TB	2.84	4354	03/30/20	03/01/32	\$90,415.36	\$20.77	276731ZP4
\$18,073.75	M-1	Coldwater Electric Utility Bond	CO - TB	3.24	7184	06/01/20	02/01/40	\$11,685.76	\$1.63	193126HL6
\$305,677.85	M-1	Coldwater Electric Utility Bond	CO - TB	3.71	7184	06/01/20	02/01/40	\$226,308.94	\$31.50	193126HL6
\$422,161.99	M-2	Romeo MI Comm Sch - Poole	CO - TB	2.31	8067	03/30/20	05/01/42	\$218,524.77	\$27.09	776134QB7
\$750,000.00	M-2	Port Huron GO Bond - Pooled	CO - TB	3.04	9049	05/22/20	03/01/45	\$573,103.33	\$63.33	734336WP1
\$36,004,020.45								\$3,979,751.98	\$1,263.85	

Attachment: July 2021 Investment Report (5156 : July 2021 Investment Report)



Burton City Council
4303 S. Center Road
Burton, MI 48519

Meeting: 07/19/21 07:00 PM
Department: Clerk's Office
Category: Attorney Billing
Prepared By: Racheal Boggs
Department Head: Racheal Boggs

K.1

ADOPTED

AGENDA ITEM (ID # 5154)

DOC ID: 5154

Approve and authorize the payment of Attorney Billing (Doyle) 7/1/21 to 7/13/21 in the amount of \$4,758.00.

RESULT:	CARRIED [UNANIMOUS]
MOVER:	Christina Conley, Councilwoman
SECONDER:	Vaughn Smith, Councilman
AYES:	Martinbianco, Heffner, Wells, Smith, Fenner, Walton, Conley



Burton City Council
4303 S. Center Road
Burton, MI 48519

Meeting: 07/19/21 07:00 PM
Department: Clerk's Office
Category: Attorney Billing
Prepared By: Racheal Boggs
Department Head: Racheal Boggs

K.2

ADOPTED

AGENDA ITEM (ID # 5152)

DOC ID: 5152

Approve and authorize the payment of Attorney Billing (Masud) 6/1/2021 to 6/30/2021 in the amount of \$9,272.00.

RESULT:	CARRIED [UNANIMOUS]
MOVER:	Christina Conley, Councilwoman
SECONDER:	Gregory Fenner, Vice President
AYES:	Martinbianco, Heffner, Wells, Smith, Fenner, Walton, Conley



ADOPTED

AGENDA ITEM (ID # 5155)

DOC ID: 5155

**Approve and authorize the acceptance of the AFSCME
Collective Bargaining Agreement effective July 1, 2021
through June 30, 2025.**

ATTACHMENTS:

- AFSCME 2021-2025 Markup CBA (DOCX)

RESULT:	CARRIED [UNANIMOUS]
MOVER:	Christina Conley, Councilwoman
SECONDER:	Danny Wells, Councilman
AYES:	Martinbianco, Heffner, Wells, Smith, Fenner, Walton, Conley

AGREEMENT
BETWEEN
CITY OF BURTON
AND
AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES
(Local 1918.09)

~~**EFFECTIVE: July 1, 2016 through June 30, 2020**~~
EFFECTIVE: July 1, 2021 through June 30, 2025

AFSCME 1918.09 UNION

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CITY OF BURTON/AFSCME
EFFECTIVE JULY 1, 2021 THROUGH JUNE 30, 2025

AGREEMENT

This Agreement entered into this first day of July, ~~2016~~, **2021**, 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 1918.09 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.

SECTION 1

DEFINITION

A. Regular Employee: Shall mean full-time hourly rated work 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 than 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.

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/her accumulated hours of straight time work shall entitle him/her 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 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 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.
12. **To set blackout dates during which time vacation days and personal days may not be used. Blackout dates shall be set in accordance with the following guidelines:**
 - **Up to six weeks may be blacked out each calendar year.**
 - **Up to two consecutive weeks may be blacked out for each blackout period.**
 - **Blackout dates will be posted by January 15 each calendar year.**
 - **Once posted, published blackout dates may be changed only with two weeks prior notice and following discussion with the Union.**
 - **Management retains discretion to make an exception to this policy in the exercise of reasonable discretion.**
 - **This policy does not impair managements' right to require attendance to perform emergency work.**

CITY OF BURTON/AFSCME

EFFECTIVE JULY 1, 2021 THROUGH JUNE 30, 2025

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.

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 4A

ZIPPER CLAUSE

The following constitutes an entire agreement between the parties and no verbal statement **or unwritten past practice** shall supersede any of these provisions discussed in this collective bargaining unit. This Agreement embodies all obligations between the parties involving from the collective bargaining process and will supersede all relationships existing by past practices ~~which are~~ **whether or not** discussed during this set of negotiations.

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 discussed in this Agreement. The parties further agree that no such oral understandings or practices will be recognized in the future unless committed to writing.

The parties furthermore agree that upon prior written notice to the Union, the City may terminate any unwritten practice which has developed in conflict with the terms of this Agreement. The Union expressly disclaims any right to bargain over such a decision or the effects thereof.

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 these 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.

B. The committee shall consist of two (2) members appointed by the Union and two (2) appointed by the Mayor. The Human Resources 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.

C. 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.

D. It is recognized that the Employer welcomes 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.

E. 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 or her problem and agrees to, and follows through a course of treatment for his or her 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.

- F. As appropriate, follow DOT guidelines.

SECTION 9

UNIFORMS

The City of Burton will purchase (5) sets of approved uniforms for each employee requesting uniforms on or before June 1st of each year of the Contract. The employee will be required to wear the uniform each day and clean and maintain the uniforms. The uniforms will have the employee's name and the employer name on the shirt. The employee may opt out of wearing the uniforms on a yearly basis. However, the City may require employees to wear City provided uniforms for safety sensitive or dress code abuses.

SECTION 9A

CLOTHING ALLOWANCE

Employees who are required by Management as a normal part of their job, to perform inclement weather duty shall be entitled to a reimbursable clothing allowance of two hundred fifty dollars (\$250.00) per year for the purchase of inclement weather gear such as: coats, hats, gloves, overalls, coveralls, thermal underwear, rain gear, boots, galoshes, thermal linings, and other similar apparel.

SECTION 10

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 11

AGENCY SHOP

A. Any present or future employee who is not a union member and who has not made application for membership, may pay to the union each month, a "service fee" established by the Union as a fee towards the administration of this Agreement.

B. Employees who are members of the Union may, 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 11A**P.E.O.P.L.E CHECKOFF**

The Employer agrees to deduct from the wages of any employee who is a member of the Union a PEOPLE deduction as provided for in a written authorization. Such authorization must be executed by the Employee and may be revoked by the Employee at any time by giving written notice to both the Employer and the Union. The Employer agrees to remit any deductions made pursuant to this provision promptly to the Union together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance.

SECTION 12**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.

G. The Union shall have one, thirty (30) minute period to allow an officer, selected by the Local, to make new employees familiar with their Union.

The Union shall provide its' own New Member Orientation packages and shall distribute them during the above period.

Where possible, the Union agrees to meet with multiple employees within this period, as needed, to save the City resources.

The City agrees to release both the new member and the officer (1) with straight time pay for the orientation session.

SECTION 13

VISITS BY UNION REPRESENTATIVES

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 14**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. It is further agreed that there shall be no discriminatory, harassing, or retaliatory material of whatsoever nature on the bulletin board(s).

SECTION 15**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 16**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 17

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, 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 violations. In all meetings, conferences, and discussions 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 any time when the Grievance Procedure doesn't fit the existing chain of command that the Union will refer it to the next applicable step provided.

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, in writing, 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 five (5) 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 five (5) 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 Human Resources Director within seven (7) working days after the response of Step 2 is due. The Human Resources Director shall sign and date the Chief Steward's copy. The Human Resources Director shall respond, in writing, to the Chief Steward within seven (7) working days.

Step 4:

A. In the event the Union wishes to carry the matter further, a grievance hearing will be scheduled, within thirty (30) calendar days from the date of the Employer's answer at Step 3, in an effort to resolve the dispute(s). The Employer shall provide a written response to the Union within ten (10) working days of the grievance hearing. If the dispute(s) remains unsettled, and the Union wishes to carry the matter(s) further the Union may file a Demand for Arbitration within thirty (30) days upon receipt of the Employer's response to the Step 4 meeting.

The parties shall mutually agree to an Arbitrator to hear the matter. The Arbitrator shall be selected from the list of Arbitrators maintained by the Michigan Employment Relations Commission.

B. The arbitration proceedings shall be conducted in accordance with Michigan Law.

C. 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 judgment 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 the Arbitrator shall be shared equally between the Employer and the Union.

D. 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 18

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 19

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 20

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 first day of work. There shall be no seniority among probationary employees. If two or more employees report for their first day of work on the same date, seniority shall be determined by the last four digits of the employees' Social Security Numbers – with the higher number being granted seniority first and so on.

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.

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SECTION 21
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 22**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 in the previous paragraph (4).
6. If he is laid off during the term of this Agreement for a continuous period equivalent to his seniority, **or up to two (2) years, whichever is less.**

SECTION 23**LAYOFF AND RECALL**

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

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B. Prior to layoffs occurring, temporary, probationary, part-time employees will be terminated. Thereafter, the Employer will determine the classifications that will be effected, 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 24

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 or a 40 hour work week for all full-time member employees.

B. A normal work shift shall consist of eight (8) consecutive hours, 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, by Department.

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 not to be run concurrent with 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.

E. Work shifts may be adjusted with the approval of the Department Head and/or Supervisor. If there is any change in a shift schedule(s) by the City, the Department Head and/or Supervisor shall give formal written notice with a minimum of seven (7) days prior to the shift change. The Department Head and/or Supervisor may give notice of less than seven (7) days, only if it is mutually agreed upon by the Union and the City or in emergency situations.

SECTION 25**OVERTIME**

A. Time and one-half will be paid as follows:

1. Overtime will be paid to employees after forty (40) hours worked in the regular work week.

2. The term “work days” shall mean “working days”. Workdays will include days actually worked. Holidays and vacation days shall be counted toward working days/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 straight time. Call-in time on Saturday will be paid at the rate of time and one-half with Sunday and holidays being paid at the rate of double-time. Call-in time will count towards the employee’s 40 hour work week.

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. The record of overtime hours shall reset January 1st of each calendar year.

E. All overtime work shall be approved by the Department Head prior to the commencement of such work.

F. Whenever possible, a minimum of twenty-four (24) hours’ notice will be given when

scheduling overtime work.

G. An employee who turns down scheduled (with 24 hours' notice) overtime work will be charged with the hours as if they were worked.

SECTION 26

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/Paternity leave will be handled in compliance with the Family Medical 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 thereafter, 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 27

PTO DAYS

A. Employees hired **on or before June 30, 2021** shall be entitled to sixteen (16) PTO days each January 1, to be used during the calendar year. **Employees hired after July 1, 2021, shall receive ten (10) days each January 1 to be used during the calendar year and to be used only for sickness and health related reasons.** Employees shall receive pay for these days under the following conditions:

1. Unplanned PTO 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. Planned PTO 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/her Supervisor

make other mutually acceptable arrangements.

3. Unused Days: The employee shall be paid at the employee's request in full for all unused PTO 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 " PTO Day" bank and shall consist of a minimum of fifteen (15) days and a maximum of ninety (90) days. Once an employee elects to put his or her unused days into the LTD " PTO Day" 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.

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 on a prorated basis (1/12 per month) for all unused PTO days earned. In the event the terminated, retired, deceased or laid off employee has used their PTO days in excess of the monthly prorated earned based on a 12 month earning time frame, the Employer shall deduct the excess amount from the employee's final pay check.

The employee must have worked at least fifteen (15) days during the month to receive a whole month's credit.

A. Employees shall not be eligible for PTO days until they have completed their probationary period. Employees may request PTO days in increments of hours, but no less than fifteen (15) minutes **(two-hour minimum increments for employees hired after July 1, 2021)** and as long as the efficiency of operations do not suffer as a result of using time in this manner.

B. 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 an investigation and inquiry regarding compliance with this sub-section.

SECTION 28

BEREAVEMENT LEAVE

A. Employees shall be entitled to five (5) days of bereavement leave not chargeable against accrued PTO for a death in the immediate family to include a legal dependent of the employee and/or spouse; to include spouse, (step) child, (step) parent, (step) parent-in-law, (step) sibling including in-laws, (step) grandparent including in-laws or (step) grandchild.

B. Employees shall be entitled to three (3) days of bereavement leave not chargeable against accrued PTO for the death of an aunt, uncle, cousin, niece or nephew.

C. One (1) day chargeable against accrued PTO may be taken to attend the funeral of a close friend, relative not listed above, or fellow employee current or past.

D. Additional workdays, charged against accrued PTO may be granted upon approval by the Office of Human Resources.

E. Proof of death and relationship of the deceased may be requested.

F. Funeral/Ceremony must be attended.

G. For the purpose of this section, days shall be interpreted as consecutive calendar days, excluding Saturday, Sunday, and/or paid holidays. In the event the death should occur during a paid holiday, employees will only receive the appropriate holiday pay for that day, however, the next regular work day would continue the count of allowable bereavement leave time, as appropriate.

SECTION 29

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 Year's Day	Thanksgiving Day
Martin Luther King Day	Day After Thanksgiving
Good Friday	Day Before Christmas
Memorial Day	Christmas Day
Independence Day	Three Days Between Christmas
Labor Day	and New Year's Day
	Day Before New Year's Day

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.

SECTION 30

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 31

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 32

VACATION

A. Regular full-time employees **hired on or before June 30, 2021** shall be entitled to vacation pay according to the following:

<u>Time Period</u>	<u>Vacation Earned</u>
After 1 - 4 years	12 days
After 5 - 7 years	18 days
After 8 - 11 years	20 days
After 12 - 19 years	23 days
After 20 years	25 days

Provided, however, for employees hired on or after July 1, 2021, vacation shall be provided as follows:

Upon hire	Prorated/Calendar Year Basis
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After 1 year	5 days
After 2-3 years	10 days
After 4-10 years	15 days
After 11+ years	20 days

Employees shall be credited with their earned paid vacation as of January 1 the following year in accordance with the scale in which they earn such time. Employees accrue their full vacation on a month to month basis with all being earned at the end of the 12 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 1/12 per month not worked, from the employee's final check.

The employee must have worked at least 15 days during the month to receive a whole month's credit.

B. Current employees may be paid for up to ten (10) unused vacation days annually. Remaining days shall be forfeit.

C. 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.

D. The employee shall be paid in full for unused vacation days as outlined in A 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 must, however, contribute unused vacation days to his/her LTD "Personal Day" bank until his/her LTD "Personal Day" bank is full. 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.

E. 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.

F. New employees shall accumulate vacation during the calendar year of employment on the prorated basis of one-twelfth (1/12) per month. Said accumulation of days are included in paragraph A of Section 32; they are not in addition to. The employee must have worked at least 15 days during the month to receive a whole month's credit.

SECTION 33

TUITION REIMBURSEMENT

A. The Employer agrees to reimburse full-time employees up to \$1500.00 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. Reimbursement for educational courses to the bargaining unit shall not exceed \$6,000.00 during any (1) fiscal year. NOTE: At the end of the fiscal year, employees may request additional tuition reimbursement for completed classes if there is unused money under the \$6,000.00 cap. The additional money will be prorated equally.

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 have successfully completed approved course(s).

SECTION 34**EDUCATIONAL INCENTIVES**

The City of Burton shall pay each employee who is required by the Employer to acquire or utilize State Certification(s), D-4, D-3, D-2, D-1, S-4, S-3, S-2, S-1 only, a lump sum of \$250.00 for each certification. Thereafter, payments shall be paid in conjunction with the tenure payments in December of each year. The Employee must continue to keep this certification for a minimum of five years unless waived by the Employer. In the event an employee fails to maintain these certifications they shall be required to reimburse the Employer on a prorated basis.

SECTION 35**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 36**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.

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 Human Resources 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 given by the Union, the parties will arrange a meeting to negotiate said rate or working conditions.

SECTION 37

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.

C. Temporary employees may be utilized to fill a “season” position by the employer for a maximum of ninety (90) working days. Such time may be extended by mutual agreement. No reasonable request will be denied. Such employees shall not be members of the Union or entitled to benefits under this Agreement. The use of “seasonal” temporary employees will not be used to erode the bargaining unit.

In the event that the parties have not agreed to extend temporary employees past the period of ninety (90) working days and the position(s) continues beyond ninety (90) working days, the position(s) shall be posted and filled in accordance with the provisions of this Agreement.

SECTION 38

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.

The mileage calculations will be based on the distance from the employee’s home base of employment to their destination.

SECTION 39**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 employee 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 40**SOCIAL SECURITY**

Employees shall be covered under applicable Social Security Laws.

SECTION 41**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 42**HOSPITALIZATION**

A. ~~The Employer agrees to provide hospitalization coverage, which will be a Blue Cross/Blue Shield Plan with the annual deductible amount fully funded by the Employer through an HRA plan. The member shall be responsible for 20% co-pay on amounts over the deductible, but less than the annual maximum out of pocket expense. The Employer will provide an optional section of Community Blue Plan 2 to the members. Should the employee chose the Community Blue Plan 2, the employee will be responsible for the difference in premium between the core plan and the optional plan. Those choosing the optional plan will have the premium difference deducted from pre-tax dollars per pay period. The employee will have the option of moving from the core to the optional plan during a window period each year. Starting July 1, 2012 employees will not be eligible for the Community Blue Plan 2.~~

A. Eligible bargaining unit employees shall become entitled to the health care insurance plan(s) provided by the Employer on behalf of all employees (bargaining unit and non-bargaining unit). Eligible employees and the Union shall be provided with written plan descriptions of the health care benefit, along with any future changes or amendments. The parties understand and agree that due to the rising cost of health care, it may become necessary to make changes to the plan coverages, co-pays and premium sharing arrangements. Eligible bargaining unit employees shall receive the same plan benefits and be subject to the same terms and conditions as are applicable to all other non-bargaining unit employees of the Employer as long as comparable coverage is maintained. Future changes to the plan, including premium sharing, shall not be made without thirty (30) days advance written notice to the Union.

B. The above coverage shall apply to full-time 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 each year. Said check to be in the amount of two thousand five hundred dollars (\$2,500.00). To be eligible, the employee must be off the City's health insurance plan for twelve (12)

consecutive months. This paragraph applies to both active employees and retirees who qualify and will receive the City's medical coverage. All payments will be on a pro-rate basis. To qualify for the opt-out payment, employees must provide a proof of alternative coverage.

~~E. For those who elect to continue the Community Blue Plan 2, after July 1, 2012 the co-pay on prescription drugs will be to \$15.00 for the generic drugs and \$30.00 for brand name drugs. The City's plan shall also include a mail order option to allow those employees to receive a cost savings on mail ordered drugs.~~

F. ~~Effective January 2017,~~ The Employer shall provide to a bargaining unit member who retires, by fulfilling age and service requirements of 55 years of age with 25 years of actual service with the City, or having a duty disability as defined under terms of the MERS pension plan, the following health insurance coverages:

90% of the premium for the current single coverage.

70% of the premium for two (2) person or couple.

No retiree healthcare shall be provided by the Employer in the event the retiree is eligible for employer sponsored healthcare with another employer. Likewise, in the event the retiree's spouse has employer sponsored healthcare available to him/her, the retiree shall be eligible for single coverage only.

The retiree shall be required to apply for Medicare Parts A & B at its first availability. At that point of **the retiree's** eligibility, the Employer's obligation to provide and exposure to retiree health care premiums shall be **completely** terminated. **In the event the retiree's spouse first becomes Medicare eligible, coverage shall transition to single coverage for the retiree only.**

~~The City Council will vote annually to determine what this contribution will be. At which time the Mayor or his/her designee will sit down with the member groups and discuss the outcome of this decision.~~

~~Under the Provisions of PA 152, Management has the right to determine how these contributions will be allocated.~~

SECTION 42A

JOINT HEALTH CARE COMMITTEE

The parties agree to form a Health Care Cost Containment Committee made up of up to two (2) members from the Union and the City of Burton, which will review and agree to further cost containment programs to cover both active employees and future retirees during the term of the Agreement. This Committee is advisory only, not decision making. The committee may meet annually prior to open enrollment.

SECTION 43

DENTAL COVERAGE

A. The Employer will pay the full premium for Dental Coverage provided in the City of Burton Blue Cross/Blue Shield Plan 2 as follows:

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

Class I Benefits: (Preventive Dental Services)

Class II Benefits: (Basic Services)

Class III Benefits: (Major Services)

Class IV Benefits: (Orthodontic Services)

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 44

OPTICAL

The Employer will pay the sum total of five hundred (\$500.00) dollars per year per **single coverage, and a total of one thousand (\$1,000.00) dollars per year per family coverage** on prescription optical only.

SECTION 45

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, life insurance and dismemberment coverage in the amount of \$50,000.00 and double indemnity coverage 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 46

DISABILITY PAY

The Employer will pay the full premium for disability insurance. **The disability plan documents shall allow for disability pay to commence effective the thirty-first calendar day after the disability starts and provided the claim is approved by the insurer.** ~~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 payments 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 Supervisor's LTD except for the weekly maximum. The City agrees to prepay the employees' 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 47 - I

TENURE

A. 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 December. Further, any employee with said five (5) years of seniority shall become entitled 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.

B. 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. Effective July 1, 1998, any employee having completed ten (10) years of seniority, shall have an additional three (3%) percent increase rolled into their base wage.

C. 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 anniversary date. Further, any employee with twenty (20) years of seniority shall not be entitled to any additional days.

D. Employees hired after December 31, 1998, shall not be eligible for the payments or additional days off set forth in this Section.

E. Employees hired after July 1, 2012 are not eligible for this section of the Agreement.

SECTION 47 – II

LONGEVITY

A. For employees hired after December 31, 1998, longevity will be as follows:

After 7 years of service	\$600.00 lump sum
After 10 years of service	\$1,000.00 lump sum
After 20 years of service	\$1,200.00 lump sum

B. Payments will be paid out with the first pay in December of each year.

SECTION 48

AUTHORIZED PAYROLL DEDUCTION

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 49

SAVINGS CLAUSE

Should any Article, Section or portion 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 50**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 51**WAGES**

The employee contribution to the retiree health care shall be a total one percent (1%).

~~Effective upon final ratification, employees will receive a one thousand dollar (\$1,000.00) stipend.~~
Effective July 1, ~~2017~~, **2021** employees will ~~one thousand dollar (\$1,000.00) stipend~~ **receive a 3% increase in wages.** Effective July 1, ~~2018~~, **2022** employees will receive a ~~one thousand dollar (\$1,000.00) stipend~~ **3% increase in wages.** Effective July 1, ~~2019~~, **2023** employees will receive a ~~one thousand dollar (\$1,000.00) stipend~~ **3% increase in wages.** **Effective July 1, 2024, this Section may be reopened to negotiate wages.**

SECTION 52**PENSION**

A. The B-4, E-2, FAC-3, V-6, F-55 (25 years) with the Michigan Employee Retirement System (MERS) shall be bridged effective March 1, 2017 as follows: (1.5% multiplier), V-6, F55/25 (age and service), FAC – 5 base wages, and freeze COLA. Employees participating in the bridged plan shall contribute 10% of pre-tax base wages to the City's MERS pension account beginning March 6, 2017.

Employees hired after January 1, 2017, or any point in time thereafter, may be placed into an alternative MERS defined benefit pension plan or hybrid plan on equal terms and conditions as other similarly situated employees of the City.

B. Employee will use date of hire for retirement.

C. Employees will not be allowed to purchase time for retirement pension or healthcare purposes

D. Employees hired after January 1, 2017, or any point in time thereafter, may be placed into a MERS DC Plan at 10% contribution rate by City, at City discretion. Employees who are placed in a MERS DC Plan by the City shall not be permitted to participate in any MERS DB pension plan or hybrid plan or the ICMA supplement plan.

E. Employees who participate in the bridged pension benefit, or alternative MERS defined benefit pension plan, described above in paragraph A shall also be permitted to participate in an ICMA supplement plan. For employees hired before January 1, 2017, contributions will be made to an ICMA 457 plan. For employees hired on or after January 1, 2017, contributions will be made to an ICMA 401a plan, with a 6 year vesting term, as established by the City. Effective February 20, 2017, the Employer shall make contributions to the supplement plan in the amount of 3% of base wages. **Effective July 1, 2021, the Employer will make an additional matching contribution in the amount of 1% of base wages for employees choosing to contribute at least 1% of wages to the plan.** Employees may make contributions to the supplement plan if authorized by law. The supplement plan shall also have a loan option available to employees. The Employer is not required to make contributions on behalf of any employee who is placed in a MERS DC plan in accordance with paragraph D above or MERS hybrid plan described in paragraph A.

SECTION 53

WAGES & JOB CLASSIFICATIONS

The following represents a list of classifications currently represented by the American Federation

of State, County and Municipal Employees, Local #1918.09, affiliated with Michigan Council 25 as of July 1, 1985, following by the wage notes for each classification Any errors made in computation of the chart will be subject to correction. **[NOTE, SCALES TO BE AMENDED TO REFLECT CURRENT WAGE RATES FOR YEAR 1 OF THE CONTRACT]**

Hourly wages to be reflected for each classification.

Position	Starting	6 Mos.	1 Year	2 Years	3 Years
Receptionist	\$11.31	\$12.11	\$12.93	\$14.53	\$16.15
Clerk/Typist	\$12.51	\$13.42	\$14.31	\$16.10	\$17.89
Collections Clerk	\$12.51	\$13.42	\$14.31	\$16.11	\$17.89
Laborer II	\$12.59	\$13.48	\$14.39	\$16.17	\$17.99
Sr. Clerk Typist	\$13.25	\$14.19	\$15.14	\$17.03	\$18.93
Sr. Collections Clerk	\$13.76	\$14.74	\$15.72	\$17.69	\$19.65
Laborer	\$14.00	\$15.00	\$16.00	\$17.99	\$20.00
Elections Clerk	\$14.05	\$15.05	\$16.05	\$18.06	\$20.06
Sr. Account Clerk	\$14.05	\$15.05	\$16.05	\$18.06	\$20.06
City Maintenance Man	\$14.45	\$15.49	\$16.52	\$18.59	\$20.64
Assessing Tech	\$14.49	\$15.52	\$16.56	\$18.63	\$20.70
Records Tech	\$14.49	\$15.52	\$16.56	\$18.63	\$20.70
Water/Sewer Serviceman	\$14.51	\$15.54	\$16.58	\$18.65	\$20.73
Water/Sewer Serviceman/Tech	\$14.51	\$15.54	\$16.58	\$18.65	\$20.73
Code Enforcement Officer	\$14.61	\$15.66	\$16.70	\$18.79	\$20.87
Equipment Operator	\$15.06	\$16.13	\$17.21	\$19.35	\$21.51
Motor Pool Serviceman	\$15.06	\$16.13	\$17.21	\$19.35	\$21.51
Building Inspector	\$15.15	\$16.23	\$17.31	\$19.48	\$21.64
Senior Center Program Coordinator	\$15.15	\$16.23	\$17.31	\$19.48	\$21.64
Utilities Coordinator	\$15.15	\$16.23	\$17.31	\$19.48	\$21.64
Sewer Tech	\$15.18	\$16.27	\$17.36	\$19.52	\$21.69
Sr. Building Inspector	\$15.77	\$16.90	\$18.03	\$20.27	\$22.53
Sr. Sewer/Water Tech Operator	\$16.00	\$17.14	\$18.28	\$20.57	\$22.86
Equip Operator II	\$16.05	\$17.20	\$18.34	\$20.63	\$22.93
Senior Accountant	\$16.12	\$17.26	\$18.42	\$20.72	\$23.01
Master Mech II	\$16.84	\$18.04	\$19.24	\$21.64	\$24.05
Sr. Civil Eng. Aide	\$17.03	\$18.25	\$19.47	\$21.90	\$24.33
Sr. Civil Eng. Aide/Insp/Eng.	\$17.03	\$18.25	\$19.47	\$21.90	\$24.33
Appraiser II	\$17.17	\$18.42	\$20.82	\$22.53	\$24.65
Deputy Planning Officer	\$17.44	\$18.69	\$19.93	\$22.42	\$24.92
Civil Eng. Tech	\$17.58	\$18.84	\$20.10	\$22.61	\$25.11
Chief Building Inspector	\$19.52	\$20.92	\$22.31	\$25.10	\$27.89

Chief Bldg/Code Enforcement					
Inspector	\$19.52	\$20.92	\$22.31	\$25.10	\$27.89
*1% of Contribution to the Retiree Health Fund					

SECTION 54

STANDBY STATUS

When employees are scheduled by the employer to be on "standby" status for any specific period of time, they shall be compensated at the rate of **\$200.00** per week (Monday through Sunday). If the employee on "standby" status is called in, they shall receive time and one-half (1 ½) their hourly rate, per hour, in addition to compensation for "standby" time. Employees placed on "standby" status by the Employer shall be required to remain local; readily available at all times while on "standby". However, it is understood by the parties that when holidays fall within the specific calendar week the employee is scheduled to be on "standby" status, that the employee shall receive no additional compensation other than the above mentioned, and the applicable holiday rate in addition to compensation while on "standby" time. The "standby" assignment will be rotated among eligible employees as fair and practical. The employee initially assigned to "standby" status may decline to accept said "standby" assignment and will not be required to perform that assignment, if another employee is available and willing to accept said assignment.

SECTION 55

SUCCESSOR CLAUSE

In the event that the City of Burton, in whole or in part, is assumed by any other entity, its best efforts will be used to assure the continued recognition of the Association and the continued employment of its members in such consolidation.

CITY OF BURTON/AFSCME
EFFECTIVE JULY 1, 2021 THROUGH JUNE 30, 2025

SECTION 56

TERMINATION

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.

This Agreement shall be effective as of July 1, ~~2016~~, **2021**, and shall remain in full force and effect until June 30, ~~2020~~ **2025**. 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, ~~2020~~, **2025**. 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 1918.09

Duane Haskins, Mayor

Chairperson

Racheal Boggs, Clerk

Committee Member

Committee Member

Attachment: AFSCME 2021-2025 Markup CBA [Revision 1] (5155 : AFSCME Collective Bargaining Agreement)

CITY OF BURTON/AFSCME
EFFECTIVE JULY 1, 2021 THROUGH JUNE 30, 2025
Terrie Campbell, Staff Rep.
MI AFSCME Council 25, AFL-CIO

APPENDIX A

AFSCME 2012-13					
Position	Starting	6 Mos.	1 Year	2 Years	3 Years
Cadet	\$11.56	\$12.39	\$13.21	\$14.87	\$16.52
Customer Service Tech	\$11.61	\$12.44	\$13.27	\$14.93	\$16.59
Drafter II	\$11.85	\$12.70	\$13.54	\$15.24	\$16.93
Bookkeeper/Typist	\$12.07	\$12.93	\$13.80	\$15.52	\$17.24
Water Meter Reader	\$12.29	\$13.16	\$14.04	\$15.80	\$17.55
Sr. Payroll Clerk	\$12.49	\$13.38	\$14.27	\$16.05	\$17.84
Sr. Collections Clerk	\$12.97	\$13.89	\$14.82	\$16.67	\$18.52
Jr. DPW Aide	\$13.19	\$14.14	\$15.08	\$16.96	\$18.85
Code Enf/Senior DPW Aide/Insp.	\$14.03	\$15.03	\$16.03	\$18.03	\$20.04
Traffic Aide Roads	\$14.19	\$15.20	\$16.22	\$18.24	\$20.27
Sr. DPW Aide	\$14.31	\$15.34	\$16.36	\$18.40	\$20.45
Civil Eng. Aide	\$14.32	\$15.34	\$16.36	\$18.41	\$20.46
Code Enf/Comm Serv. Officer	\$14.37	\$15.39	\$16.42	\$18.47	\$20.52
Accountant	\$14.39	\$15.42	\$16.45	\$18.50	\$20.56
Project Leader Roads	\$14.41	\$15.44	\$16.47	\$18.53	\$20.59
Sr. MotorPool Srv	\$14.59	\$15.63	\$16.67	\$18.76	\$20.84
Master Mech Mtr.	\$14.86	\$15.92	\$16.98	\$19.10	\$21.23
Bldg & Grounds Maint	\$15.08	\$16.16	\$17.23	\$19.39	\$21.54
Zoning Tech	\$15.61	\$16.72	\$17.84	\$20.07	\$22.30
Appraiser I	\$18.87	\$20.22	\$21.56	\$24.26	\$26.95

CITY OF BURTON/AFSCME
EFFECTIVE JULY 1, 2021 THROUGH JUNE 30, 2025

THE ABOVE AFSCME POSITIONS WILL BE REMOVED FROM THE ACTIVE SECTION 54 – WAGE & JOB CLASSIFICATION LIST AND PLACED IN APPENDIX A UNTIL SUCH TIME AS THE POSITIONS ARE FILLED.

IT IS AGREED THAT THESE POSITIONS WILL REMAIN A PART OF THE AFSCME COLLECTIVE BARGAINING UNIT. NOTE: WAGES TO BE INCREASED TO REFLECT THE TWO 3% WAGE INCREASES FOR 2014-15 AND 2015-16.

AFSCME 1918.09

ADDENDUM 1**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 employer'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 driving 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.

ADDENDUM 2**CITY OF BURTON****DRUG AND ALCOHOL TESTING PROGRAM AND POLICY**

- (1) The City of Burton (the "City") and the American Federation of State, County, and Municipal Employees, AFSCME (the "Union") recognize the presence and influence of drugs and alcohol in the workplace is inconsistent with employee safety and the efficient operation of the City.
- (2) City policy prohibits the presence of illegal drugs on City premises and prohibits employees from selling, using, possessing, working or attempting to work under the influence of illegal drugs or alcohol, as well as, unauthorized selling, transferring, purchasing or abusing prescription or other legal drugs (hereinafter, the term "drug(s)" shall include illegal, prescription, and legal drugs). City policy also prohibits employees from working under the influence of medical marijuana, ingesting or possessing medical marijuana at work or on City property.
- (3) City policy prohibits the possession of alcoholic beverages in the workplace and the consumption of alcoholic beverages in association with the workplace.
- (4) When an employee is found violating this policy, or when there is reasonable suspicion an employee is violating this policy, the employee may be disciplined up to, and including, discharge, subject to the grievance and arbitration procedure.
- (5) "Reasonable Suspicion" is the observance of abnormal or unusual on-duty behavior of an individual employee which:
 - (a) Is observed on-duty by a supervisor (which observations shall be documented by the supervisor); and
 - (b) Is the type of behavior which is a recognized symptom of intoxication or impairment caused by controlled substances or alcohol or addiction to or dependence upon said controlled substances; and
 - (c) Is not reasonably explained as resulting from causes other than the use of controlled substances (such as, but not by way of limitation, fatigue, lack of sleep, side effect of prescription or over-the-counter medications, reaction to noxious fumes or smoke, etc.)
- (6) "Reasonable suspicion" for drug and alcohol testing shall also exist after an accident when it results in:
 - (a) An on-the-job injury as defined by the Occupational Safety and Health Administration;
 - (b) The death of a person;
 - (c) Bodily injury to a person who, as a result of the injury, received medical treatment away from the scene of the accident, notwithstanding when the medical treatment is received;

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- (d) One or more motor vehicles incurring damage as a result of the accident; or
- (e) Any accident or property damage, when it appears that the employee might reasonably have avoided the accident or minimized the consequences but did not do so.

An employee who is seriously injured, making them unable to provide a urine/blood specimen, shall give to the City necessary authorization to obtain hospital reports and other documents that would indicate the presence of any controlled substances in their system.

- (7) An employee may also be tested for the presence of drugs or alcohol following any absence from work of more than thirty (30) days.
- (8) As an alternative to discipline for violating this policy, the City, at its discretion, may do one or more of the following:
 - (a) Counsel the employee,
 - (b) Require the employee to submit a urine specimen to test for the presence of drugs, or
 - (c) Require the employee to submit a breath sample to test for the presence of alcohol.
- (9) The collection of urine samples for drug tests will be conducted in accordance with the procedures of the collection clinic designated by the City.
- (10) The City wishes to protect the dignity of the employee. Employees who attempt to, or actually provide adulterated or false samples, or who attempt to or actually circumvent the testing process will be terminated. Where suspicion of sample tampering exists, including the production of an adulterated, diluted, invalid, non-negative, or substituted, urine sample, an observed drug test may be required by the City.
- (11) Breath and urine specimens shall be drawn or collected at the laboratory, hospital or medical facility, at which, the specimen is to be tested or prepared for testing. If requested by the employee, a Union Representative, if available, may be allowed to accompany the employee, without a loss of time, to the testing facility. The employee shall not be observed when the urine specimen is given, except as specified in paragraph 10 above.
- (12) Employees asked to provide samples for drug and alcohol testing pursuant to this policy will be required to cooperate and to sign a Consent Form (attached). Objections may be raised by the employee or the Union, but will be subject to the "comply now and grieve later" doctrine.
- (13) The City will direct that split samples be taken with the confirming test to be a gas chromatography/mass spectrometry (GC/MS). If the first test and confirmation test on the first sample are positive and the employee elects to have the second sample tested, the City will pay for the cost of the second test. If the employee elects to have the split sample tested, the City will advise the laboratory selected by the employee or the Union.

- (14) The City will determine if the employee asked to take a drug or alcohol test should be permitted to work during the time between providing the sample and the receipt of the test results. If the employee has been directed by the City not to work during this time, but to remain on an unpaid leave of absence and the reason is solely because of the pendency of the drug or alcohol test and the test results prove to be negative, the employee will be compensated as though he or she had not been suspended.
- (15) The City will advise the Union if it becomes aware of a change in laboratories, in which, the testing is done or if it becomes aware of a change in laboratory procedures including any changes in the laboratory's certification.
- (16) In the event an employee tests positive for drugs or at a blood alcohol level of .08% or more, or the employee admits violating this policy after being asked to submit to a drug or alcohol test, the City, in its sole discretion and in lieu of immediate termination, may require an employee sign a "Last Chance Agreement" (attached). If the employee refuses to sign the Last Chance Agreement, the employee will be terminated.
- (a) The Last Chance Agreement requires an employee to participate in a City and Union approved employee assistance program (EAP) as a condition of continued employment. If the employee does not follow the directions of the rehabilitation professionals, attend all counseling sessions and/or treatment programs, then the employee will be terminated.
 - (b) Upon completing the EAP referral, the City reserves the right to require the employee to submit to periodic drug and alcohol testing, without advanced notice, for a period of one year (the "Follow-Up Test") but not to exceed 12 tests. An employee who refuses to comply with a request to submit to a Follow-Up Test will be terminated.
 - (c) Each employee shall only be permitted one (1) Last Chance Agreement under the Drug and Alcohol Testing Program and Policy during his/her entire employment with the City. A second violation of the City's Drug and Alcohol Testing Program and Policy shall result in termination.
- (17) Illegal drugs are those drugs defined as illegal under federal, state, or local laws.
- (18) Before any drug test is given, the employee may note the use of any prescription or non-prescription medications. The laboratory procedures will report the significant presence of all prescription and non-prescription drugs.
- (19) Upon request, an employee will receive a written copy of the drug and/or alcohol test results.
- (20) The City and the Union will strive to maintain the confidentiality of employee drug-related problems.
- (21) An employee seeking modification of this policy as a form of reasonable accommodation must submit a request for accommodation in writing to the City within one hundred eighty (180) days of the occurrence giving rise to the need for accommodation in accordance with Michigan law.

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ADDENDUM 3

DRUG AND ALCOHOL TESTING AUTHORIZATION AND RELEASE

I, _____, hereby authorize the City of Burton (the "City") pursuant to its drug and alcohol testing program and applicable law, to conduct drug and alcohol tests through its designated physicians or consultants. I voluntarily consent to all such examinations and tests and authorized the release of the results to the City's Medical Review Officer or other designated City official and to the City, in accordance with applicable law.

I understand that if I refuse to sign this release or refuse to cooperate with the testing I will be terminated.

Signed this _____ day of _____, 20____

Employee's Signature

Witness

Date

Attachment: AFSCME 2021-2025 Markup CBA [Revision 1] (5155 : AFSCME Collective Bargaining Agreement)

ADDENDUM 4**LAST CHANCE AGREEMENT**

I understand that my continued employment at the City of Burton (the "City") is based upon the following terms:

- (1) I have enrolled and I will continue to participate in a rehabilitation and aftercare program as referred by the EAP. I understand that I will be required to successfully complete this program and attend all support group meetings and aftercare for as long as the rehabilitation and aftercare program recommends. If I fail to comply with all requirements of the rehabilitation and aftercare program, I will be terminated.
- (2) I understand that I maintain my right to patient-physician confidentiality. Nevertheless, I understand that by signing this Agreement, I am giving the City the right to verify that I am successfully participating in the rehabilitation and aftercare program and to verify that I am attending all support group meetings as recommended by the professional counselors.
- (3) I will submit to drug and alcohol testing as required by the Follow-Up Test as set forth in the Drug and Alcohol Testing Program and Policy procedure. I understand that if I refuse to take a drug or alcohol test or if a test result is positive, I am in violation of this Agreement and I will be terminated.
- (4) I will return to work consistent with the requirements of the EAP, and I understand that I will be expected to work and perform the duties of my job.
- (5) I understand that this Agreement constitutes the conditions of my continued employment with the City and that my employment is in jeopardy. Any violation of these conditions will result in the immediate termination of my employment with the City.
- (6) I will be responsible for any financial obligations incurred under this Last Chance Agreement not otherwise paid for or covered by the City, the EAP, or, if a medical plan participant, the City medical plan. In all cases, the EAP provider shall consider the employee's level of insurance coverage when directing the employee to a rehabilitation and aftercare program.
- (7) I understand that my regular attendance at work is important to the City and my fellow employees. To ensure that my future attendance does not suffer because of drug or alcohol related reasons, I understand that close attention will be paid to my attendance at work. I will accept this attention as a constructive part of my recovery.
- (8) I understand that the City retains all rights and powers stated in the City of Burton Drug and Alcohol Testing Program and Policy, in addition to those rights and powers stated in this Last Chance Agreement.

Dated this ____ day of _____, 20____

Employee's Signature

City Representative

Union Representative

CITY OF BURTON/AFSCME
EFFECTIVE JULY 1, 2021 THROUGH JUNE 30, 2025

MEMORANDUM OF UNDERSTANDING
between
CITY OF BURTON
and
AFSCME LOCAL 1918.09

During negotiations of the parties 2021-2025 Collective Bargaining Agreement, the parties agreed as follows:

- If the City of Burton contracts or legislates for another City bargaining unit an across-the-board base wage increase for the time period of July 1, 2024 to June 30, 2025 which is more favorable than those granted to AFSCME members, those terms shall automatically apply.
- In the event such a more favorable base wage increase is provided to other City of Burton bargaining unit(s) due to a statutory award, state or federal statute or regulation, or similar operation of state or federal law, this provision shall not apply.

Date: _____

CITY OF BURTON

LOCAL 1918.09

Duane Haskins, Mayor

Chairperson

Racheal Boggs, Clerk

Committee Member

Committee Member

Terrie Campbell, Staff Rep.
MI AFSCME Council 25, AFL-CIO

Attachment: AFSCME 2021-2025 Markup CBA [Revision 1] (5155 : AFSCME Collective Bargaining Agreement)



ADOPTED

AGENDA ITEM (ID # 5150)

DOC ID: 5150 A

Approve and authorize the second reading of amended Chapter 157, the zoning ordinance, of the code of ordinances of the City of Burton to regulate incinerators, trash containers and collection/donation containers.

HISTORY:

07/08/21 **City Council**

CARRIED TO SECOND READING

ATTACHMENTS:

- Collection Bin Ord_ (PDF)

RESULT:	CARRIED [UNANIMOUS]
MOVER:	Gregory Fenner, Vice President
SECONDER:	Christina Conley, Councilwoman
AYES:	Martinbianco, Heffner, Wells, Smith, Fenner, Walton, Conley

CITY OF BURTON
GENESEE COUNTY, MICHIGAN

ORDINANCE NO. 2021-7-157

AN ORDINANCE TO AMEND CHAPTER 157, THE ZONING ORDINANCE, OF THE CODE OF ORDINANCES OF THE CITY OF BURTON TO REGULATE INCINERATORS, TRASH CONTAINERS AND COLLECTION/DONATION CONTAINERS";

THE CITY OF BURTON ORDAINS:

SECTION I

Section 157.006 of Chapter 157 of the Code of Ordinances of the City of Burton shall be amended by the addition of a definition for collection/donation containers as follows:

COLLECTION/DONATION CONTAINER. A portable container primarily designed to allow individuals to dispose of unwanted items for the purpose of donation and/or repurpose located on a commercial or industrial property not designated for same use.

SECTION II

Section 157.090 of Chapter 157 of the Code of Ordinances of the City of Burton shall be amended by the addition of collection containers and location of trash bins as follows:

§ 157.090 INCINERATORS, TRASH CONTAINERS AND COLLECTION/DONATION CONTAINERS.

(A) All commercial buildings constructed after the passage of this ordinance shall have incinerator facilities subject to all city, county, and state health requirements.

(B) Outside trash containers shall be permitted in the RM, HRM, R-O, C-1, C-2, C-3, C-4, M-1, and M-2 districts, provided that they comply with the following requirements:

(1) Adequate vehicular access shall be provided to the containers for truck pick-up either via a public alley or vehicular access aisle which does not conflict with the use of off-street parking areas or entrances to or exits from principal buildings nearby and whenever possible be located in the rear of the property;

(2) A solid ornamental screening wall or fence shall be provided around all sides of trash containers which shall be provided with a gate for access and be of a height so as to completely screen the containers, the maximum height of which shall not exceed 6 feet;

(3) The trash container(s), the screening wall or fence, and the surrounding ground area shall be maintained in a neat and orderly appearance, free from rubbish, waste paper, or other debris. This maintenance shall be the responsibility of the owner of the premises on which the containers are placed; and

(4) There shall be compliance with all city, county, and state health ordinances and statutes.

(C) Outside trash containers shall be permitted in the SE, R-1A, R-1B, and R-1C districts, provided that they comply with the following requirements:

(1) All conditions of regulation as outlined chapter 142.04 of this ordinance in regards to littering.

(2) All trash containers located outside the building must be placed at a minimum behind the front face of the dwelling and in a manner designed to be directed away from adjoining property lines and not offensive to a reasonable person.

(3) No commercial trash container (dumpster) shall be allowed that would be intended for the collection of normal household garbage/food waste.

(D) COLLECTION/DONATION CONTAINERS. Outside collection containers shall be permitted in the RM, HRM, R-O, C-1, C-2, C-3, C-4, M-1, and M-2 districts, provided that they comply with the following requirements:

(1) PERMIT REQUIRED.

a. No person shall place, operate, maintain, or allow a collection bin within the city without having first obtained a permit issued by the Department of Public Works.

b. An application must be submitted to include all locations, along with written permission from each property owner. A permit fee shall be paid for each collection bin. At no time shall there be more than two (2) permits allowed for any one parcel.

c. A Permit fee in an amount set by resolution of the council shall be paid at the time the application is made for the license or renewal thereof. A permit issued pursuant to this chapter shall be nontransferable and non-assignable.

d. All collection containers must obtain a collection container permit and must include an affidavit **and** acknowledgement of the property owner giving permission to locate a collection container on real property on which collection containers are placed.

e. A permit issued to a collection bin that meets the requirements of this chapter shall automatically renew for successive one (1) year terms upon payment of a renewal fee, provided the city did not issue a written notice of violation of any provision of this chapter to the bin owner or property owner during the preceding one (1) year term. A license that does not qualify for automatic renewal may be renewed upon payment of a renewal fee if the bin meets the standards of this chapter and has no open citations, unpaid fines, or unresolved violations at the time of license renewal. A permit shall not be renewed for a period of one (1) year if the city issued three

or more written notices of violations of this chapter against the collection bin during the preceding twelve (12) months. The Department of Public Works shall notify the applicant in writing of the decision to deny the renewal permit and state **the** specific reasons for denial.

(2) APPLICATION AND REVIEW.

a. Any person desiring a permit pursuant to this chapter shall file with the DPW a permit fee together, which application shall contain the following information:

1) Name, address, telephone number, email, and website address (if any) of the applicant, and of each officer if a corporation or each partner if a partnership. The same information shall be provided for the collection bin operator if different from the applicant.

2) Name, address, telephone number, email, and website address (if any) of the owner of the real property on which the collection bin will be located.

3) Name, address, telephone number, email, and website address (if any), including 24-hour contact information, of the person responsible for the daily operation and management of the collection bin.

4) A signed and notarized affidavit and authorization from the property owner to allow placement of the collection bin on the property.

5) Signed and notarized acknowledgements from the property owner and from the collection bin owner acknowledging receipt of a copy of this chapter and responsibility for joint and several liability for violations of this chapter.

6) A textual description and scaled drawing or map on 8 1/2" x 11" paper or other size accepted by the city that shows:

a) The proposed location of the collection bin(s). Adequate vehicular access shall be provided to the containers for truck pick-up either via a public alley or vehicular access aisle which does not conflict with the use of off-street parking areas or entrances to or exits from principal buildings nearby and whenever possible be located in the rear of the property.

b) The location and dimensions of all parcel boundaries, buildings, driveways, sidewalks, parking spaces, easements, and landscaped areas, and the distance from each to the proposed location of the collection bin.

c) Calculation of required, existing, and proposed number of parking spaces.

d) The distance between the proposed location of the collection bin and the nearest residential property.

e) The location and distance of all collection bins within 1,000 feet of the proposed collection bin location.

f) A photograph of the collection bin to be installed.

g) A description of the locking mechanism of the collection bin.

h) A maintenance plan that includes a plan for graffiti removal, rust protection, pick up schedule, and litter and trash removal on and around the collection bin that is sufficient to prevent and/or eliminate blight-related conditions.

(3) MAINTENANCE AND HOURS OF OPERATION.

a. Containers shall be maintained in good condition and appearance, with no damage such as holes, rust, or graffiti.

b. The collection container operator and property owner shall maintain, or cause to be maintained, the area surrounding the containers free from any junk, noxious odor, debris and donated items.

c. Collection containers shall be serviced not less than monthly or more frequently if containers are observed by the Planning and Community Development Department to be full. Servicing shall occur between 7 a.m. and 7 p.m. on weekdays and 9 a.m. and 6 p.m. on weekends. This servicing includes maintenance of the container, removal of collected material and abatement of any graffiti, litter, or other nuisance condition.

d. Containers shall have an identification plate with the name, mailing address, email address, website and phone number of the operator. This plate shall be mounted near the donation chute.

(4) EXCEPTIONS.

Notwithstanding the above regulation of this ordinance, any non-profit organization or religious institution that engages in collection of goods and materials as part of its organizational mission may maintain up to three accessory collection bins on its own building site. All such Collection Containers shall be exempt from Section 1, "Permit Required," and Section 2, "Permit Application and Review," but shall adhere to all other standards and requirements of this Ordinance. The separation and setback requirements in the above shall be replaced with the following: no bin shall be placed closer than 50 feet to any residentially zoned property nor closer than 10 feet from any other non-residentially zoned property.

(5) VIOLATIONS.

A violation of any provision or requirement of this Section is a civil infraction, subject to enforcement and the fines and penalties for civil infraction violations as set forth in this Code, in addition to the penalties set forth herein.

SECTION III

All ordinances, parts of ordinances, or sections of the City Code in conflict with this ordinance are repealed only to the extent necessary to give this ordinance full force and effect, and the City of Burton Ordinance Code shall remain in full force and effect, amended only as specified above.

SECTION IV

The amendments of the City of Burton Code of Ordinances set forth in this ordinance do not affect or impair any act done, offense committed, or right accruing, accrued, or acquired or liability, penalty, forfeiture or punishment, pending or incurred prior to the amendments of the City of Burton Code of Ordinances set forth in this ordinance.

SECTION V

If any section, clause or provision of this ordinance shall be declared to be unconstitutional, void, illegal or ineffective by any court of competent jurisdiction, the validity of the ordinance as a whole, or in part, shall not be affected other than the part invalidated, and such section, clause or provision declared to be unconstitutional, void or illegal shall thereby cease to be a part of this Ordinance, but the remainder of this ordinance shall stand and be in full force and effect.

SECTION VI

This Ordinance shall be published in a newspaper of general circulation within the City of Burton, Genesee County, Michigan, and shall become effective

SECTION VII

A copy of this Ordinance may be inspected at the City Clerk's office at the Burton City Hall, 4303 S. Center Road, Burton, Michigan, during regular business hours.

CITY OF BURTON

BY: DUANE HASKINS, MAYOR

BY: RACHEAL BOGGS, CITY CLERK

Ordinance introduced on:

Enacted:

Effective date:

DRAFT