

**City of Swartz Creek  
AGENDA**

**Regular Council Meeting, Monday, June 27, 2016, 7:00 P.M.  
Paul D. Bueche Municipal Building, 8083 Civic Drive Swartz Creek, Michigan 48473**

1. **CALL TO ORDER:**
2. **INVOCATION AND PLEDGE OF ALLEGIANCE:**
3. **ROLL CALL:**
4. **MOTION TO APPROVE MINUTES:**
  - 4A. Council Meeting of June 13, 2016 MOTION Pg. 19
5. **APPROVE AGENDA:**
  - 5A. Proposed / Amended Agenda MOTION Pg. 1
6. **REPORTS & COMMUNICATIONS:**
  - 6A. City Manager's Report MOTION Pg. 2
  - 6B. Clock Donation Material (Business Item) Pg. 33
  - 6C. Bristol and Morrish Signal Installation & Participation Agreement (Business Item) Pg. 38
  - 6D. AFSCME Labor Agreement (Business Item) Pg. 40
  - 6E. Street Project Review Committee Minutes Pg. 73
7. **MEETING OPENED TO THE PUBLIC:**
  - 7A. General Public Comments
8. **COUNCIL BUSINESS:**
  - 8A. Town Clock Donation RESO Pg. 12
  - 8B. End of Year MERS Payment RESO Pg. 13
  - 8C. 2016-2017 Fiscal Year Meeting Schedule RESO Pg. 14
  - 8D. Bristol and Morrish Signal Installation & Participation Agreement RESO Pg. 15
  - 8E. Appointments RESO Pg. 16
  - 8F. AFSCME Labor Agreement RESO Pg. 17
  - 8G. Police Authority Effective Date Extension RESO Pg. 17
10. **MEETING OPENED TO THE PUBLIC:**
11. **REMARKS BY COUNCILMEMBERS:**
12. **ADJOURNMENT:** MOTION

**Next Month Calendar**

Street Committee:	<i>City offices will be closed on July 4</i> Tuesday, June 28, 2016, 5:30 p.m., PDBMB
Planning Commission:	Tuesday, July 5, 2016, 7:00 p.m., PDBMB
Park Board:	Wednesday, July 6, 2016, 6:00 p.m., PDBMB
Downtown Development Authority:	Thursday, July 14, 2016, 7:00 p.m., PDBMB
City Council:	Monday, July 11, 2016, 7:00 p.m., PDBMB
Fire Board:	Monday, July 18, 2016, 6:00 p.m., Public Safety Building
City Council:	Monday, July 25, 2016, 7:00 p.m., PDBMB
Police Authority:	Wednesday, July 27, 2016, 10:00 a.m., PDBMB

**City of Swartz Creek  
CITY MANAGER'S REPORT**

Regular Council Meeting of Monday, June 27, 2016 - 7:00 P.M.

**TO:** *Honorable Mayor, Mayor Pro-Tem & Council Members*  
**FROM:** Adam Zettel, City Manager  
**DATE:** June 22, 2016

**ROUTINE BUSINESS – REVISITED ISSUES / PROJECTS**

✓ **OUTSTANDING APPEALS (*Update*)**

The Genesee Valley Meadows Golf Course is under agreement for an appraisal. This appeal had a financial report due to the Michigan Tax Tribunal on June 3<sup>rd</sup>. Mr. Gildner requested an extension to work on the finer points of the appraisal. The golf course did not deliver requested information necessary for an appeal in a timely manner. Mr. Gilder has filed a motion to compel. I am not happy about this process, but we are still attempting to do the best appraisal we can with what we have.

As of June 15<sup>th</sup>, the Nemer Enterprises appeal has been withdrawn, and our assessor recommends we hold position on the raceway and mini-storage. Staff previously settled negotiated appeals for El Portrero and the Carriage Plaza that the assessor found reasonable upon submission of a privately funded appeal. A complete listing of outstanding appeals is as follows:

Year	Parcel #	Docket #	Owner	Petitioner's Representative	Current Assessed	Current Taxable	Proposed Assessed	Proposed Taxable	Status	Notes
2015	58-32-100-004	15-002500	Shkreli Investments	Fred Gordon	286,600	286,600	50,000	50,000	answered 6/16/15	Gen Valley Golf
										Assessment appears fair - recommend getting an appraisal
2015	58-35-576-039	15-002131	CenterpiecePlaza	Laura Hallahan	182,600	181,762	110,000	110,000	answered 6/9/15	8048 Miller
2015	58-35-576-040	15-002131	CenterpiecePlaza	Laura Hallahan	21,900	19,778	15,000	15,000	answered 6/9/15	8048 Miller
										Assessment appears fair - attorney to file interrogatories to get leases, income and expenses statements for potential appraisal
2015	58-35-400-001	15-001904	Sports Creek	Michael Shapiro	1,207,400	918,667	500,000	500,000	answered 6/9/15	Raceway
										Hold for now - Assessor to acquire more information
2015	58-02-200-033	15-002502	Nemer Enterprises	Kal Nemer	293,400	196,940	190,000	190,000	answered 6/16/15	Morrish Rd office
										Attorney to file interrogatories to get leases, income and expenses statements for potential appraisal
2015	58-02-200-029	15-002787	S.C. Mini Storage	Steve Johnson	765,300	765,300	550,000	550,000	answered 8/4/15	Storage (Morrish)
										Assessment appears fair - pending further deliberation

✓ **STREETS (*See Individual Category*)**

✓ **MORRISH AND BRISTOL SIGNAL (*Business Item*)**

Clayton Township met on this matter on June 9<sup>th</sup>. They agreed to participate in the installation and maintenance of the signal. Due to ownership circumstances related to the four approaches to this signal, the city would typically cover 25% of the costs, along with Genesee County Road Commission. The township would cover the other 50%. However, this investment has been a notable source of strain due to past shared projects with the township and the real/perceived impact of the Meijer store on this intersection. The total cost is estimated to be \$36,630.00.

As such, the township is offering to pay 25%, with the city assumed to cover 50%. Frankly, I think we can work with this for this occurrence based upon the circumstances. Because Meijer was anticipated to impact the area traffic and has set funds aside for a mast arm signal at this intersection, it stands to reason that they should participate in this signal installation. In fact, they have tentatively agreed to do so. I recommend we seek half of our local share with the understanding that they will contribute less to an upgraded signal (with pedestrian signals) at some future point.

The county has drafted an agreement that will provide for the signal and cost sharing arrangement. I believe the sentiment of the council has been to go for it. We can seek reimbursement from Meijer. Since an upgraded signal with pedestrian lights and/or mast-arms is desirable, it may be prudent to seek only partial reimbursement from Meijer, with the balance going towards future costs. This intersection is a known safety risk that will flow much better with a signal. A resolution is attached to move us forward.

- ✓ **2017-2020 TRAFFIC IMPROVEMENT PROGRAM (TIP) (No Change of Status)**  
The three year plan for street funding has been drafted by the county, and the city has committed to a 20% match for those streets that were awarded funding.

Please note that the area of Worchester that is tentatively funded is only the section between Winston and Cappy Lane. While this is a small section, the extra funds will doubtlessly help with the planned reconstruction. Unfortunately, if we desire the federal funds, we must wait until next year, at the soonest, to commence work.

Listed below are the portions selected for federal funding, which include:

<u>Road</u>	<u>Point of Beginning</u>	<u>Point of End</u>	<u>Length (Miles)</u>	<u>Lanes</u>	<u>Lane Feet</u>	<u>Width (Feet)</u>	<u>ADT</u>	<u>Total Cost</u>	<u>Federal Match</u>	<u>Local Match</u>	
Worchester	Cappy	Winston	0.1	2	1056	28	691	\$172,474	\$137,979	\$34,495	
Fairchild	Cappy	Miller	0.28	2	2956.8	44	2456	\$305,104	\$247,234	\$61,021	
								<u>Cost</u>			
								<u>Totals:</u>	\$477,578	\$385,213	\$92,365

- ✓ **MORRISH ROAD CLASSIFICATION-BRIDGE CAPACITY (No Change of Status)**  
Morrish Road has been submitted for classification as a “minor arterial” from a “major collector”. The MDOT approved the change. Now we await review by the Federal Highway Administration sometime this calendar year.
- ✓ **CONCRETE REPAIR PROJECT (Update)**  
Repairs for Natalie Drive are complete and are ongoing for Miller Road. Miller Road is expected to be complete by Monday. Check out the work in progress if you have a chance. I will keep the city council informed of the progress.

Also, the incident referred to in the Swartz Creek View involved this contractor. A driver hit their signs and equipment late into the night. There do not appear to be any injuries or damage to city equipment/infrastructure.

- ✓ **YARMY & PARKRIDGE ROAD WORK** *(Update)*  
The rehabilitation of Yarmy and surface treatment for Parkridge are substantially complete. The projects were performed timely with no notable issues.
- ✓ **2016 STREET BIDS-SCRAP TIRE GRANT** *(Update)*  
Kennedy has been chosen as the contractor to repair the intersections of Fairchild-Miller and Winston-Miller, including the Winston water main. Road work is scheduled to start on June 28<sup>th</sup>. Water main work is expected to begin after the fourth of July. Work should be completed by late-July.
- ✓ **WATER – SEWER ISSUES PENDING** *(See Individual Category)*
  - ✓ **SEWER REHABILITATION PROGRAM** *(No Change of Status)*  
Liqui-Force has just completed the 2015 projects in the Village. We did not encounter any major issues or change orders. Tom will await a final debriefing before final billing. If all goes well, we will look to begin the next phase of televising very soon.
  - ✓ **KWA** *(Update)*  
The city of Flint made an announcement on June 21<sup>st</sup> indicating that they shall remain as a member of the KWA. The project still appears to be on time and on budget.
  - ✓ **WATER LOSS** *(No Change of Status)*  
The current rate calculation worksheets place water loss at about 18%. This is consistent from previous accountings, and it is still high. The county agrees and is evaluating their master meters more thoroughly.

Mr. Svrcek believes that recent corrections to the billing system are resulting in additional savings that have yet to be measured based upon the annual water loss review. (The last quarter is about 1.3% lower). We will obviously continue to monitor this. 10-12% is the target range for the time being. This rate is generally accepted to account for hydrant use (flushing, training, fire flows), leaks, breaks, and theft. If we cannot achieve this target by the next evaluation, we will likely look to engage in hydrogen infusion leak detection.

In the meantime, we continue to evaluate master meter and retail billing. We are also physically searching for breaks that may be currently undetected due to their proximity to a storm drain or water body (Swartz Creek).

Note that water loss is difficult to monitor because, unlike systems that pressurize their own systems, we can only track usage on the quarterly basis in which we bill customers. Because this process can take a week, we generally require an annual review to lessen the impact of the extended reading period.

- ✓ **CIVIC CAMPUS TREES** *(Update)*

The remaining tree removal and pruning should be complete before the end of June. Miles Tree Service is expected to be onsite on Monday. So the council is aware, tree services are harder to schedule at the moment. Unless anything new arises, I expect to remove this update from future reports.

✓ **SHARED SERVICES, POLICE DEPARTMENTS** (*Business Item*)

A meeting was held on Wednesday, June 22, 2016 at 10:00 a.m. at the Mundy Township offices. The meeting had one agenda item, which resulted in a closed session to discuss details of an ongoing labor agreement negotiation. Obviously, I don't have more information about that.

In addition, the authority board is requesting an extension to the Effective Date of the agreement. This date is noted as July 6, 2016 based upon the 180 countdown from the Agreement Date. Since there is no transfer plan ready to review and deliberate on, the authority board is seeking a time extension through October 31, 2016 to finalize a labor agreement and subsequent budget. Following their request, I have included a resolution to this end. I agree with the authority on this matter. As much as we would like to conclude this business one way or another, we owe it to ourselves to review a final product before deciding to transfer employees or to scrap the endeavor.

Other major components that are outstanding include the asset transfer list, building accommodation plans, administrative staffing, and the matter of future services for other units.

The next meeting is scheduled for 10:00 a.m., July 27, 2016 at the Paul D. Bueche Municipal Building. However, the board chair indicated a special meeting may be held sooner if required to review a labor agreement.

✓ **SPRINGBROOK EAST & HERITAGE VACANT LOTS** (*No Change of Status*)

The lighting plan has been approved and funds received by the developer to support this. The developer has also placed funds into escrow to fund the remaining items on the punch list, including curb backfill on Russell and sidewalk work. As such, the escrow requirement has been deemed fulfilled on the remaining lots.

All but one of the twelve lots in Springbrook East have sold.

The city still owns four lots in Heritage Village. We have no plan for these at this time. Perhaps an auction of these lots is in order. In this case, I am not sure if there was an intention to share additional revenues with the association or not. The city sold one lot in 2014 "at cost." Purchase agreements with other buyers fell through.

✓ **MEIJER COMMUNITY DONATION** (*No Change of Status*)

We have a recommendation to honor the Meijer donation for the Fortino Drive sidewalk at a Tuesday night concert. This appeared to be well received by the council. Any additional thoughts?

✓ **WINCHESTER WOODS LOTS** (*No Change of Status*)

The contract to create a viable road surface has been approved. I will keep the city council up to date on the progress.

Moving forward, we will need to consider finishing the sanitary sewer line on Young Drive and the area-wide drainage.

- ✓ **NEWSLETTER** *(No Change of Status)*  
The newsletter has been distributed. Let me know what you think.
- ✓ **CAPPY LANE LIFT STATION** *(No Change of Status)*  
RBF Construction has been selected to complete this work, and a preconstruction meeting was held on June 9. Due to the backorder on required components, specifically the generator, the project is not likely to commence until mid-August, with an October completion. We expect the station to remain operational throughout this process. I will keep the city council advised on the timeline.
- ✓ **VERIZON TOWER** *(Update)*  
The agreements have been approved by the city council and executed by the Mayor. We await our payment.
- ✓ **BUILDING SERVICES** *(Update)*  
The services provided by Safe Built, as provided by Mundy Township, are going well. They still do not have a full time employee prospect, but I think this is just a matter of time.

I have reached out to Durand, and was able to discuss the matter further. They understand that we must review our options for any potential partner in providing this service. For now, the status quo is to remain with Mundy Township to see how the transition to a new official goes.

- ✓ **SUNOCO** *(Update)*  
As of writing, the building and canopy have been safely removed. All four tanks have also been removed, though they are awaiting approval to go to the certified land fill. Our environmental consultant was onsite regularly and reports no issues.

In related news, we met with representatives of Mobile-Exxon on June 6<sup>th</sup>. We met onsite and followed up with a staff meeting in city hall. Attendees included company reps, their environmental specialists, and legal counsel. We had myself, Mr. Svreck, Mr. Gildner, Mr. Mike Smith (city environmental specialist) and Mr. Kevin Levalle (city environmental counsel).

We discussed potential plans to clean the site through excavation activities by Mobile-Exxon, as well as the potential to “close” the site with the Michigan Department of Environmental Quality. Though no plans are formal, they definitely appear interested in submitting a request to access the site for cleanup activities. They also may need to work with the city to seek deed restrictions on future use, as well as a groundwater withdrawal restriction ordinance. These steps will occur later and will need to be negotiated. In the meantime, we await a formal plan/application to access the site to perform physical cleanup. This is likely to require legal assurances, right of way permits, and other accommodations. The city council will need to approve all such terms.

✓ **STREET PROJECT REVIEW COMMITTEE (Update)**

The committee met on June 21<sup>st</sup>. There was full attendance and good progress. The minutes are attached, and they are opting to meeting again on June 28<sup>th</sup> at 5:30 p.m.

✓ **ELMS PARK RENOVATIONS (Business Item)**

A pre-construction meeting with Oak Construction was held on Thursday. They began work just this week. Work will commence early each day and may continue on weekends, with the facilities being unavailable for this time period. Those with pavilion rentals were informed of this potential conflict in advance. Work should be complete by the end of July and include two unisex bathrooms with new fixtures, locking doors, baby changing stations, ventilation, and wall coverings. Four port-a-johns have been placed near the restrooms on a temporary basis.

The restrooms component was bid separately from the rest of the project in order to have the bathrooms ready for use mid-summer. The rest of the work, inclusive of the walkways, should occur in September of this year. Note that there are likely to be additional expenses due to the need for ADA equipment on the exercise trail instead of standard equipment. I will keep the council informed. The Kiwanis Club is seeking an additional grant in the amount of \$10,000 to contribute to this cause.

The dog park has been approved. The scouts indicated that this should be installed early in 2017. The park board will be addressing operating rules/guidelines for this facility this summer. In the meantime, we await progress by the scouts.

✓ **FINANCE DIRECTOR DUTIES (No Change of Status)**

Ms. Aguilar has not further specified a retirement date, though she indicated it would be in late 2016. We are moving forward with structuring the office duties with this knowledge.

✓ **OTHER COMMUNICATIONS & HAPPENINGS (Update)**

✓ **STREET COMMITTEE MINUTES (Update)**

These are attached for your reading enjoyment.

✓ **BOARDS & COMMISSIONS (See Individual Category)**

✓ **PLANNING COMMISSION (No Change of Status)**

The commission did not have a June meeting. However, they did receive information about the keeping of chickens (fowl) in the community. It is possible that this may be the subject of a future meeting.

✓ **DOWNTOWN DEVELOPMENT AUTHORITY (No Change of Status)**

The board met on May 12, 2016. The board waived their rights to capture any street levy funds. This will ensure that the full amount goes to the street program. The group also discussed their budget, deciding to release a solicitation for façade grant applications and to hold off on other spending as everyone awaits the Sunoco demolition bids.

There will not be a June meeting.

- ✓ **ZONING BOARD OF APPEALS** *(No Change of Status)*  
The zoning board of appeals held their annual meeting on May 18<sup>th</sup>, 2016. The board held this meeting for training purposes only. A June meeting is not expected.
- ✓ **PARKS AND RECREATION COMMISSION** *(No Change of Status)*  
Fundraising for the tot-lot is picking up. A slip and slide event is planned for July 23<sup>rd</sup> at Elms Park, in tandem with a mom-to-mom sale. A pumpkin sale is also planned for October 1<sup>st</sup>.

I want the city council to be aware that the fundraising activities of the board are permitted by ordinance. However, in the long run I am not comfortable with volunteers working onsite in a capacity to collect donations, sales proceeds, and to expense receipts. Don't get me wrong, I love and trust our volunteers, but I think we need a different strategy to execute these types of fundraisers in the future. As such, we are looking into forming a non-profit, perhaps a "Friends of Swartz Creek Parks" group. This group, like the Friends of the Perkins Library, could then carry out collections, expenses, advertising, and so on without falling under the city's umbrella.

For this series of events, bear with me as we work with them on achieving their goals. Know that I intend to bring more accountability to the process in the future.

Meetings covering their other activities are attached. Their next meeting is planned for Wednesday, June 6, 2016, at 6:00 p.m.

- ✓ **BOARD OF REVIEW** *(Update)*  
In addition to the new appointment (below), the Board of Review has a meeting scheduled for July 19<sup>th</sup> at 10:00 a.m. The purpose of the meeting is to hear cases related to principle residency exemptions, Veterans exemptions, and clerical errors.

## **NEW BUSINESS / PROJECTED ISSUES & PROJECTS**

- ✓ **CLOCK DONATION** *(Business Item)*  
The Fortino family is choosing to celebrate their 100 year anniversary of store operations in Swartz Creek with the donation of a town clock! A letter is attached which explains their motivations, plans, and desires. Staff has reviewed the proposal and sees no reason to modify it. Note that other locations were discussed. However, since the Fortino family is making the donation, they decide right? A resolution to accept this donation is attached.
- ✓ **FISCAL YEAR 2016 MEETING SCHEDULE** *(Business Item)*  
The meeting schedule for the 2016 fiscal year is included in a resolution. Let me know if you find any conflicts or require any amendments.
- ✓ **FIRE SERVICES AGREEMENT** *(No Change of Status)*  
The existing agreement for fire service expires on November 1, 2016. Since our respective municipalities are to begin the budgeting process before August, it makes sense to have this agreement revisited and agreed to by both municipalities prior to mid-summer.

Supervisor Gehringer and I met on this matter on May 16<sup>th</sup>. We believe the agreement drafted by the prior administrations is sound, and we find the arrangement should continue in order to provide the joint fire service. Proposed changes that are likely include some additional language on budgeting considerations, definition of maintenance costs for buildings, and more clear guidance on the tracking of fixed assets.

I believe the proposed changes address the needs of both municipalities. They should be mutually beneficial and serve to align the agreement with standing practices, especially the provision regarding charges for building maintenance. Currently, I am looking to word smith some of the changes and have them reviewed by Mr. Gehringer. Barring unforeseen circumstances, we should have an amended draft in June (with changes noted).

At this time, I would like to hear any thoughts or comments of the council in relation to this service and the agreement that provides for this service. We all know that there have been some bumps along the way related to the provision of this joint service, but I find the instrument that binds the city council and township board appropriate. However, if there are ideas on changes or additions that could improve the service, I can certainly look to address those in this round of negotiations. I have included a copy of the current agreement in the packet for reference.

✓ **LABOR AGREEMENTS** (*Business Item*)

All group labor agreements expire on June 30, 2016. The Police Officers Labor Council is choosing to wait with negotiations with the city, pending the negotiations with the police authority. I have had one preliminary meeting with the supervisors group, with limited follow-up.

The American Federation of State and Municipal Employees group, which covers DPW employees and some hourly office staff has reached a tentative agreement with the city. I have the agreement and resolution included for approval at our meeting.

The agreement focuses more on realigning post-retirement benefits than wages. However, for those employees that will see no change in wages over the three year agreement, there is eligibility for a new post-retirement medical stipend. You will notice that the other groups have agreed to small wage changes in lieu of seeing higher contributions to the 401 retirement and health care savings program. The changes to the 401 and health care add to retirement benefits for newer employees without compromising the city's exposure to Other Post-Employment Benefits (OPEB) and future accrued and unfunded liabilities for pensions. This really is a win-win.

Lastly, the agreement has some mutually agreeable changes that enable more flexible scheduling of employees and the elimination of the commercial driver's license requirement for part time. Overall, this contract should result in more post-retirement securities for all employees, while keeping the overall cost of the contract reasonable. It will also enable us to try some alternate scheduling that could result in evening and lunch hour service at city hall.

✓ **END OF YEAR MERS PAYMENT (*Business Item*)**

We have a resolution to apply our year-end payment to MERS. As noted previously, we do make minimum payments to MERS throughout the year based upon payroll. However, it is known that much more is needed to address this liability (just as it is with a minimum credit card payment). At this point, we have allocated monies from all responsible funds to make a lump sum payment at the end of our fiscal year based upon what we can afford. Note that this will require using existing fund balance in some cases, but it is necessary given the scale of our liabilities. The finance director, treasurer, and myself have been studying this payment for many weeks and find the amounts to be reasonable and in the best interest of our long-term fiscal needs.

The previous report is as follows:

The actuarial report for the city's Municipal Employees Retirement System is available and included in the packet. This report illustrates what is owed by the city to fund retirement benefits owed to current and future retirees as of December 31, 2015. As we have been warned by auditors and MERS, the report puts us in a much less desirable position this year than last year. In fact, liabilities are up about 50% to over \$1.6 million. However, there is no need to panic. We anticipated this change based upon MERS new assumptions that were announced last year. These included a lower return on investments, longer life expectancies, and shorter amortization periods.

What now? As the city council knows, this is a sizable debt that we should address as soon as possible. To that end, we have been budgeting additional payments to MERS, and we propose to make an additional and very meaningful payment again this year. Our goal is to pay off the groups that are now closed, which include the Supervisors and the American Federation of State, City, and Municipal Employees. These groups allow no new members. In the case of the supervisors, there are no active employees. AFSCME has two active employees.

We expect to have something by the June 27<sup>th</sup> meeting in which contributions from participating city funds can make a sizable dent in what is owed, approximately 40% of which would be general fund money. This will definitely impact our fund balances in some cases. However, the return on investment for funds held by MERS is exponentially higher than that of our accounts/investments. Expect a resolution to approve a payment at the next meeting. Let me know if you have any questions about this process or the report. Don't be shy. Actuarial reports are probably the most confusing documents available to local government staffers and elected officials.

✓ **APPOINTMENTS (*Business Item*)**

Due to the death of Carl Conner and a resignation from the Board of Review, the council has some appointments to affirm. The Mayor is requesting appointment of Ronald Schultz to the planning commission and Richard Ballreich to the Board of Review.

**Council Questions, Inquiries, Requests, Comments, and Notes**

*New Poles:* The crooked pole by Sharp's was straightened.

*Phone Scammers:* I relayed concerns to the police department and have learned that newer technology enables scammers to “spoof” any phone number they choose. This is a very difficult area to investigate and enforce. I have piggy-backed on a Grand Blanc Township scammer notice to inform the public of this new tactic.

*City Council Laptops:* Antivirus updates are needed before the first July meeting. Please leave your laptops with myself or Connie after this meeting.

**City of Swartz Creek  
RESOLUTIONS  
Regular Council Meeting, Monday, June 27, 2016, 7:00 P.M.**

**Resolution No. 160627-4A            MINUTES – JUNE 13, 2016**

Motion by Councilmember: \_\_\_\_\_

**I Move** the Swartz Creek City Council approve the Minutes of the Regular Council Meeting held Monday, June 13, 2016, to be circulated and placed on file.

Second by Councilmember: \_\_\_\_\_

Voting For: \_\_\_\_\_

Voting Against: \_\_\_\_\_

**Resolution No. 160627-5A            AGENDA APPROVAL**

Motion by Councilmember: \_\_\_\_\_

**I Move** the Swartz Creek City Council approve the Agenda as presented / printed / amended for the Regular Council Meeting of June 27, 2016, to be circulated and placed on file.

Second by Councilmember: \_\_\_\_\_

Voting For: \_\_\_\_\_

Voting Against: \_\_\_\_\_

**Resolution No. 160627-6A            CITY MANAGER’S REPORT**

Motion by Councilmember: \_\_\_\_\_

**I Move** the Swartz Creek City Council accept the City Manager’s Report of June 27, 2016, including reports and communications, to be circulated and placed on file.

Second by Councilmember: \_\_\_\_\_

Voting For: \_\_\_\_\_

Voting Against: \_\_\_\_\_

**Resolution No. 160627-8A            CLOCK DONATION**

Motion by Councilmember: \_\_\_\_\_

**WHEREAS**, the City of Swartz Creek owns operates and maintains a system of parks, right of ways, and public spaces; and

**WHEREAS**, the community is a small one in which the connections between the public and business are often complex, longstanding, and important; and

**WHEREAS**, a long standing business in town, known as Fortino’s Food Market, is celebrating 100 years in Swartz Creek, and desires to commemorate the impact of the family in the community and the support of the community through the donation of a town clock to the civic campus; and

**WHEREAS**, the Director of Public Works and other staff have reviewed the proposal, finding no adverse impacts; and

**WHEREAS**, many members of the community, including the Downtown Development Authority have supported the concept of a town clock.

**NOW, THEREFORE, BE IT RESOLVED**, the City of Swartz Creek City Council hereby accepts the clock donation as outlined by Mr. Mike Stratton, said clock to be placed on Paul Fortino Drive at the entrance to Civic Drive.

**BE IT FURTHER RESOLVED**, the City of Swartz Creek resolves to cover any and all costs related to permitting and inspections required to install the clock.

Second by Councilmember: \_\_\_\_\_

Voting For: \_\_\_\_\_

Voting Against: \_\_\_\_\_

**Resolution No. 160627-8B                      END OF YEAR MERS PAYMENT**

**WHEREAS**, the City of Swartz recognizes that the actuarial valuation performed by the Municipal Employees’ Retirement System (MERS) is based on current and retiree census; and

**WHEREAS**, the MERS defined benefit retirement plan is funded at 83% based on the new assumptions that were included in the MERS Annual Actuarial Valuation for December 31, 2015; and

**WHEREAS**, the report reflects a substantial increase from the December 31, 2014 unfunded liability for the Supervisor Division(Closed Division), AFSCME (Closed Division) and the FOP division showing an increase from unfunded liabilities of \$1,000,142 to \$1,598,420; and

**WHEREAS**, the MERS rate of return for 2014 was 6.49%, the smooth actuarial rate of return for 2015 was 5.21%, and the long term actuarial rate is 7.75%; and

**WHEREAS**, the current rate of return on City investments averages under 1%; and

**WHEREAS**, the City of Swartz Creek would see a substantial increase in yearly required contributions if an extra payment was not made to the unfunded liability; and

**WHEREAS**, the finance director and city manager recommend an additional payment before June 30, 2016 in the amount of \$500,000 to cover the unfunded liability for the

AFSCME division and make a partial payment towards the unfunded liability for the Supervisors Division in the amount of \$200,000. Payment will be funded as follows;

General Fund	\$213,142.86
Major Street Fund	\$19,142,86
Local Street Fund	\$18,000.00
Garbage Fund	\$25,571.43
Water Fund	\$101,857.14
Sewer Fund	\$101,857.14
Motor Pool Fund	\$20,428.57; and

**THEREFORE BE IT RESOLVED**, that the City of Swartz Creek approves the MERS payment before June 30, 2016 and directs that budgets be adjusted in the above funds.

Second by Councilmember: \_\_\_\_\_

Voting For: \_\_\_\_\_

Voting Against: \_\_\_\_\_

**Resolution No. 160627-8C                      SET 2016-2017 COUNCIL MEETING SCHEDULE**

Motion by Councilmember: \_\_\_\_\_

**WHEREAS**, Act 261 of the Public Acts of the State of Michigan of 1968, as amended, requires a public notice of the schedule of regular meetings of the Swartz Creek City Council be given once each calendar year or fiscal year and that said notice shall show the regular dates and times for the meeting and the place at which meetings are held; and

**WHEREAS**, the Act directs that notice be posted prominently at the principle office of the City of Swartz Creek or at the public building at which meetings are held or published in the newspaper of general circulation in Swartz Creek,

**NOW, THEREFORE**, pursuant to the Act, public notice is hereby given that regular meetings for fiscal year 2016-2017 shall be held twice each month, and further, that all meetings shall be held in the Paul D. Bueche Municipal Building Council Chambers located at 8083 Civic Drive, Swartz Creek, Michigan, unless otherwise provided in advance by the City Council, and further, meetings shall commence at 7:00 P.M. on the following dates:

July 2016:	Monday – 11 <sup>th</sup> Monday – 25 <sup>th</sup>
August 2016:	Monday – 8 <sup>th</sup> Monday – 22 <sup>nd</sup>
September 2016:	Monday – 12 <sup>th</sup> Monday – 26 <sup>th</sup>
October 2016:	Monday – 10 <sup>th</sup> (Columbus Day) Monday – 24 <sup>th</sup>

November 2016:	Monday – 14 <sup>th</sup> Monday – 28 <sup>th</sup>	
December 2016:	Monday – 5 <sup>th</sup> Monday – 12 <sup>th</sup>	(One Week Earlier) (Two Weeks Earlier)
January 2017:	Monday – 9 <sup>th</sup> Monday – 23 <sup>th</sup>	
February 2017:	Monday – 13 <sup>th</sup> Monday – 27 <sup>th</sup>	
March 2017:	Monday – 13 <sup>th</sup> Monday – 27 <sup>th</sup>	
April 2017:	Monday – 10 <sup>th</sup> Monday – 24 <sup>th</sup>	
May 2017:	Monday – 8 <sup>th</sup> Monday – 22 <sup>rd</sup>	
June 2017:	Monday – 12 <sup>th</sup> Monday – 26 <sup>th</sup>	

**BE IT FURTHER RESOLVED** that the Clerk is hereby directed to post a copy of this resolution in a prominent place in the City Offices of the City of Swartz Creek.

**BE IT FURTHER RESOLVED** that the City Clerk is hereby directed to supply forthwith, upon request, a copy of this resolution to any newspaper of general circulation in the political subdivision in which the meeting will be held and/or to any radio or television station that regularly broadcasts into the City of Swartz Creek.

Second by Councilmember: \_\_\_\_\_

Voting For: \_\_\_\_\_

Voting Against: \_\_\_\_\_

**Resolution No. 160627-8D      BRISTOL AND MORRISH SIGNAL COST AGREEMENT**

Motion by Councilmember: \_\_\_\_\_

**WHEREAS**, the City of Swartz Creek owns, operates, and maintains a system of streets, some of which are shared with other street authorities and municipalities by virtue of their location on border roads; and

**WHEREAS**, the city finds that a traffic control signal is warranted on the corner of Bristol and Morrish Roads, a road in which the city is responsible for the south Morrish approach, equating to 25% of the intersection; and

**WHEREAS**, the city finds that unique circumstances apply to the responsibility of the cost of this signal, being the impact of the Meijer store on local traffic and the subsequent agreement by Meijer to cover some costs related to the improvement of this intersection; and

**WHEREAS**, the Genesee County Road Commission, having responsibility with Clayton Township, for the other 75% of this intersection has agreed to install and maintain the traffic signal, with the installation cost being \$36,000; and

**WHEREAS**, the Clayton Township has agreed to pay for 25% of the intersection, and the county has agreed to pay for 25% of the intersection, leaving 50% unaccounted for; and

**WHEREAS**, the city finds the cost sharing proposal to be in the best interest of the health and safety of the broader community; and

**WHEREAS**, arrangements have been made with the Genesee County Road Commission to upgrade an existing flasher to a stop and go traffic signal at the intersection of Morrish Road and Bristol Road, T-308; and

**WHEREAS**, this arrangement provides that the Road Commission, the City of Swartz Creek and Clayton Township shall participate in the cost of installation, maintenance and operation of the signal as follows:

1. The cost of installation shall be divided with Genesee County Road Commission paying 25%, the City of Swartz Creek paying 50% and Clayton Township paying 25%. The estimated installation cost is \$36,630.00.
2. The cost of maintenance and operation shall be divided the same with Genesee County Road Commission paying 25%, the City of Swartz Creek paying 50% and Clayton Township paying 25%.

**NOW, THEREFORE BE IT RESOLVED** that the City of Swartz Creek hereby approves the Agreement between the Genesee County Road Commission, Clayton Township and the City of Swartz Creek as included herein and further authorize the Mayor to execute the agreement on behalf of the City.

**BE IT FURTHER RESOLVED** that the City of Swartz Creek will pay the invoices submitted by the Genesee County Road Commission for 50% of the future maintenance and operation costs of the traffic signal.

**BE IT FURTHER RESOLVED** that the City of Swartz Creek directs the city manager to invoice half of the city's share to Meijer per the existing development agreement.

Second by Councilmember: \_\_\_\_\_

Voting For: \_\_\_\_\_

Voting Against: \_\_\_\_\_

**Resolution No. 160627-8E                      APPOINTMENTS**

Motion by Councilmember: \_\_\_\_\_



**WHEREAS**, the City of Swartz Creek entered into agreement with Mundy Charter Township on October 12, 2015 to pursuant to the Michigan Urban Cooperation Act of 1967 to conditionally form the Regional Police Authority of Genesee County; and

**WHEREAS**, the Agreement defined an Agreement Date and an Effective Date, with the Effective Date being 210 days after the Agreement Date, which is July 6, 2016; and

**WHEREAS**, per Section 1.02.6 of the Agreement the City Council and Township Board are to meet and “determine if it is in the best interest of the Township and City to continue to pursue establishing a Police Authority” if a resolution affirming participation in the Police Authority has not been passed before July 6, 2016; and

**WHEREAS**, the Police Authority Board, at their regular meeting on June 22, 2016, requested an extension of the Effective date, per the Agreement, to October 31, 2016 in order to complete preparation of the outstanding Authority plans; and

**WHEREAS**, the Swartz Creek City Council finds that it is in the best interest of the City to pursue establishing a Police Authority and desires completion of Authority plans for review and deliberation by the council and public prior to any vote affirming or denying final creation of the Authority..

**NOW, THEREFORE BE IT RESOLVED** that the City of Swartz Creek hereby recognizes an extension of the Effective Date to October 31, 2016, with the understanding that this extension is granted by and subject to other terms and conditions of the Agreement, specifically Section 1.02.6.

Second by Councilmember: \_\_\_\_\_

Voting For: \_\_\_\_\_

Voting Against: \_\_\_\_\_

**CITY OF SWARTZ CREEK  
SWARTZ CREEK, MICHIGAN  
MINUTES OF THE REGULAR COUNCIL MEETING  
DATE 06/13/2016**

The meeting was called to order at 7:00 p.m. by Mayor Krueger in the Swartz Creek City Council Chambers, 8083 Civic Drive.

Invocation and Pledge of Allegiance.

Councilmembers Present: Abrams, Florence, Gilbert, Hicks, Krueger, Pinkston, Porath.

Councilmembers Absent: None.

Staff Present: City Manager Adam Zettel, City Clerk Connie Eskew, Finance Director Juanita Aguilar, Treasurer Deanna Korth.

Others Present: Tommy Butler, Jim Barclay, Steve Shumaker, Dennis Cramer, Boots Abrams, Sharon Shumaker, Bob Plumb, Steven Long, Lania Roche.

**APPROVAL OF MINUTES**

**Resolutions No. 160613-01**

**(Carried)**

Motion by Councilmember Porath  
Second by Councilmember Gilbert

**I Move** the Swartz Creek City Council hereby approve the amended Minutes of the Regular Council Meeting held Monday May 23, 2016 to be circulated and placed on file.

YES: Florence, Gilbert, Hicks, Krueger, Pinkston, Porath, Abrams.  
NO: None. Motion Declared Carried.

**APPROVAL OF AGENDA**

**Resolution No. 160613-02**

**(Carried)**

Motion by Mayor Pro Tem Abrams  
Second by Councilmember Gilbert

**I Move** the Swartz Creek City Council approve the Agenda as presented for the Regular Council Meeting of June 13, 2016, to be circulated and placed on file.

YES: Gilbert, Hicks, Krueger, Pinkston, Porath, Abrams, Florence.  
NO: None. Motion Declared Carried.

## City Manager's Report

### **Resolution No. 160613-03**

**(Carried)**

Motion by Councilmember Florence  
Second by Mayor Pro Tem Abrams

**I Move** the Swartz Creek City Council accept the City Manager's Report of June 13, 2016, including reports and communications and explanations, to be circulated and placed on file.

YES: Hicks, Krueger, Pinkston, Porath, Abrams, Florence, Gilbert.  
NO: None. Motion Declared Carried.

### **MEETING OPENED TO THE PUBLIC:**

Steve Long resident at 5356 Worchester, commented on the article in the View in regards to the medical marijuana ordinance.

### **CELL TOWER AGREEMENT AMENDMENT**

#### **Resolution No. 160613-04**

**(Carried)**

Motion by Councilmember Hicks  
Second by Mayor Pro Tem Abrams

**WHEREAS**, the city entered into a 30 year agreement with New Par, a Delaware partnership, d/b/a Verizon Wireless, in June of 1997 for the purpose of leasing land located on Elms Road for the purpose of erecting and operating a wireless communication tower; and

**WHEREAS**, the city has provided access to the tower for placement of telecommunications equipment under the terms of the lease; and

**WHEREAS**, the tenant, now Verizon Communications Inc., a Delaware Corporation, desires to assert a thirty year extension on the lease in order to make future investments and possible co-locators more predictable and desirable; and

**WHEREAS**, the city has negotiated an additional lump-sum payment, in addition to the existing rent escalators, payable upon exercise of the aforementioned option in order to effect said changes; and,

**WHEREAS**, the City of Swartz Creek City Council finds the lease extension to be in the best interest of the public.

**NOW, THEREFORE, BE IT RESOLVED**, the City of Swartz Creek City Council hereby approves the subsequent First Amendment to Lease Agreement for VZW Site No: 139535 as included in the city manager report for the June 13, 2016 city council meeting.

**BE IT FURTHER RESOLVED**, the City of Swartz Creek City Council hereby and further directs and authorizes the Mayor to execute said agreement & related memorandum on behalf of the city council and its individual members.

Discussion Ensued.

YES: Krueger, Pinkston, Porath, Abrams, Florence, Gilbert, Hicks.  
 NO: None. Motion Declared Carried.

**FISCAL YEAR 2017 BUDGET ADOPTION**

**Resolution No. 160613-05**

**(Carried)**

Motion by Councilmember Gilbert  
 Second by Councilmember Porath

**I Move** the Swartz Creek City Council, in accordance with the General Appropriations Act and Uniform Budgeting and Accounting Act, adopt the following 2016-2017 fiscal budget based upon the following tax mills:

<b>General Operating Levy</b>	<b>4.8289</b>
<b>Public Safety SAD</b>	<b>4.9000</b>
<b>Street Levy</b>	<b>4.2200</b>
<b>Sanitation Levy</b>	<b>2.6270</b>

<b>101</b>	<b>General Fund</b>	<b>Estimated Beginning Fund</b>	<b>\$ 1,560,154</b>
<b>Balance</b>			
	<b>Estimated Revenues</b>	<b>Adopted</b>	
	General Fund Estimated Operating Revenues	2,410,900	
	General Fund Estimated Project Revenues	0	
		<u>2,410,900</u>	
	<b>Appropriations</b>	<b>Adopted</b>	
	General Government Activities 101-299	448,667	
	Public Safety Activities 301-399	1,269,482	
	Public Works Activities 400-799	527,581	
	Other Government Activities 800-999	227,501	
		<u>2,473,231</u>	
		<u>0</u>	
		<b>2,473,231</b>	
	<b>Effect on General Fund's Fund Balance</b>		<b>(62,331)</b>
	<b>Estimated Ending Fund Balance June 30, 2017</b>		<b>\$ 1,497,823</b>

<b>202</b>	<b>Major Streets</b>	<b>Estimated Beginning Fund</b>	<b>\$ 698,665</b>
<b>Balance</b>			

<b>Estimated Revenues</b>	<b>Adopted</b>
Major Streets Fund Estimated Operating Revenues	442,400
Major Streets Fund Estimated Project Revenues	<u>0</u>
	<b>442,400</b>

<b>Appropriations</b>	<b>Adopted</b>
General Government Activities 101-299	350
Public Safety Activities 301-399	0
Public Works Activities 400-799	424,650
Other Government Activities 800-999	<u>147,200</u>
	<b>572,200</b>
	<u>0</u>
	<b>572,200</b>

**Effect on Major Street's Fund Balance (129,800)**

<b>Estimated Ending Fund Balance June 30, 2017</b>	<b>\$ 568,865</b>
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<b>203</b>	<b>Local Streets Fund</b>	<b>Estimated Beginning Fund</b>	<b>\$ 201,110</b>
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<b>Estimated Revenues</b>	<b>Adopted</b>
Local Streets Fund Estimated Operating Revenue	336,702
Local Streets Fund Estimated Project Revenue	<u>0</u>
	<b>336,702</b>

<b>Appropriations</b>	<b>Adopted</b>
General Government Activities 101-299	400
Public Safety Activities 301-399	0
Public Works Activities 400-799	353,792
Other Government Activities 800-999	<u>0</u>
	<b>354,192</b>
	<u>0</u>
	<b>354,192</b>

**Effect on Local Streets Fund's Fund**

**Balance (17,490)**

<b>Estimated Ending Fund Balance June 30, 2017</b>	<b>\$ 183,620</b>
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<b>204</b>	<b>Municipal Street Fund</b>	<b>Estimated Beginning Fund</b>	<b>\$ -</b>
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<b>Estimated Revenues</b>	<b>Adopted</b>
Municipal Street Fund Estimated Revenue	608,000

608,000

<b>Appropriations</b>	<b>Adopted</b>
General Government Activities 101-299	0
Public Safety Activities 301-399	0
Public Works Activities 400-799	0
Other Government Activities 800-999	0
	<u>0</u>
	<b>0</b>

**Effect on Municipal Street Fund's Fund**

**Balance** 608,000

**Estimated Ending Fund Balance June 30, 2017** \$ **608,000**

**226 Garbage Fund Estimated Beginning Fund**  
**Balance** \$ **269,603**

<b>Estimated Revenues</b>	<b>Adopted</b>
Garbage Fund Estimated Operating Revenue	380,907
Garbage Fund Estimated Project Revenue	0
	<u>0</u>
	<b>380,907</b>

<b>Appropriations</b>	<b>Adopted</b>
General Government Activities 101-299	55,534
Public Safety Activities 301-399	0
Public Works Activities 400-799	371,673
Other Government Activities 800-999	0
	<u>0</u>
	<b>427,207</b>
	<u>0</u>
	<b>427,207</b>

**Effect on Garbage Fund's Fund Balance** (46,300)

**Estimated Ending Fund Balance June 30, 2017** \$ **223,303**

**248 DDA Fund Estimated Beginning Fund**  
**Balance** \$ **38,306**

<b>Estimated Revenues</b>	<b>Adopted</b>
DDA Fund Estimated Operating Revenue	67,900
DDA Fund Estimated Project Revenue	0
	<u>0</u>
	<b>67,900</b>

<b>Appropriations</b>	<b>Adopted</b>
General Government Activities 101-299	3,280
Public Safety Activities 301-399	0

Public Works Activities 400-799	64,450
Other Government Activities 800-999	<u>0</u>
	<b>67,730</b>
	<u>0</u>
	<b>67,730</b>

**Effect on Local Streets Fund's Fund**

<b>Balance</b>	<b>170</b>
<b>Estimated Ending Fund Balance June 30, 2017</b>	<b>\$ 38,476</b>

<b>265 Drug Enforcement Fund</b>	<b>Estimated Beginning Fund</b>	
<b>Balance</b>		<b>\$ 3,764</b>

<b>Estimated Revenues</b>	<b>Adopted</b>
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Drug Enforcement Fund Estimated Operating Revenue	7,851
Drug Enforcement Fund Estimated Project Revenue	<u>0</u>
	<b>7,851</b>

<b>Appropriations</b>	<b>Adopted</b>
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General Government Activities 101-299	7,851
Public Safety Activities 301-399	0
Public Works Activities 400-799	0
Other Government Activities 800-999	<u>0</u>
	<b>7,851</b>
	<u>0</u>
	<b>7,851</b>

**Effect on Drug Enforcement Fund's Fund**

<b>Balance</b>	<b>0</b>
<b>Estimated Ending Fund Balance June 30, 2017</b>	<b>\$ 3,764</b>

<b>275 Senior Operations Fund</b>	<b>Estimated Beginning Fund</b>	
<b>Balance</b>		<b>\$ -</b>

<b>Estimated Revenues</b>	<b>Adopted</b>
---------------------------	----------------

Senior Citizens Fund Estimated Operating Revenue	0
Senior Citizens Fund Estimated Project Revenue	<u>0</u>
	<b>0</b>

<b>Appropriations</b>	<b>Adopted</b>
-----------------------	----------------

General Government Activities 101-299	0
Public Safety Activities 301-399	0
Public Works Activities 400-799	0
Other Government Activities 800-999	<u>0</u>
	<b>0</b>

0  
0

**Effect on Senior Citizens Fund's Fund Balance** **0**

**Estimated Ending Fund Balance June 30, 2017** **\$ -**

<b>350</b>	<b>City Hall Debt Fund</b>	<b>Estimated Beginning Fund</b>	
<b>Balance</b>			<b>\$1,662</b>

	<b>Adopted</b>
<b>Estimated Revenues</b>	
City Hall Debt Fund Estimated Revenue	<u>98,535</u>
	<b>98,535</b>

	<b>Adopted</b>
<b>Appropriations</b>	
General Government Activities 101-299	0
Public Safety Activities 301-399	0
Public Works Activities 400-799	0
Other Government Activities 800-999	<u>98,000</u>
	<b>98,000</b>

**Effect on City Hall Debt Fund's Fund Balance** **535**

**Estimated Ending Fund Balance June 30, 2017** **\$ 2,197**

<b>401</b>	<b>Capital Projects Fund</b>	<b>Estimated Beginning Fund</b>	
<b>Balance</b>			<b>\$ -</b>

	<b>Adopted</b>
<b>Estimated Revenues</b>	
Capital Project Fund Estimated Operating Revenue	0
Capital Project Fund Estimated Project Revenue	<u>0</u>
	<b>0</b>

	<b>Adopted</b>
<b>Appropriations</b>	
General Government Activities 101-299	0
Public Safety Activities 301-399	0
Public Works Activities 400-799	0
Other Government Activities 800-999	0
	<b>0</b>
	<u>0</u>
	<b>0</b>

**Effect on Capital Projects Fund's Fund** **0**

**Balance** **0**

**Estimated Ending Fund Balance June 30, 2017** **\$ -**

402	Fire Equipment Fund	Estimated Beginning Fund		
<b>Balance</b>			<b>\$</b>	<b>50,131</b>
	<b>Estimated Revenues</b>	<b>Adopted</b>		
	Fire Equipment Replacement Fund Est Operating Rev.	30,060		
	Fire Equipment Replacement Fund Est Project Rev.	<u>0</u>		
		<b>30,060</b>		
	<b>Appropriations</b>	<b>Adopted</b>		
	General Government Activities 101-299	0		
	Public Safety Activities 301-399	0		
	Public Works Activities 400-799	0		
	Other Government Activities 800-999	0		
	Transfer out to Sewer Fund	<u>0</u>		
		<b>0</b>		
		<b>0</b>		
		<b>0</b>		
	<b>Effect on Fire Equip Replacement Fund's Fund</b>			
<b>Balance</b>				<b>30,060</b>
	<b>Estimated Ending Fund Balance June 30,</b>			
<b>2017</b>			<b>\$</b>	<b>80,191</b>

590	Water Fund	Estimated Beginning Fund		
<b>Balance</b>			<b>\$</b>	<b>6,066,822</b>
	<b>Estimated Revenues</b>	<b>Adopted</b>		
	Water Supply Fund Estimated Operating Revenue	2,118,700		
	Water Supply Fund Estimated Project Revenue	<u>0</u>		
		<b>2,118,700</b>		
	<b>Appropriations</b>	<b>Adopted</b>		
	General Government Activities 101-299	160,206		
	Public Safety Activities 301-399	0		
	Public Works Activities 400-799	1,971,284		
	Other Government Activities 800-999	<u>12,000</u>		
		<b>2,143,490</b>		
		<b>0</b>		
		<b>2,143,490</b>		
	<b>Effect on Water Supply Fund's Fund Balance</b>			<b>(24,790)</b>
	<b>Estimated Ending Fund Balance June 30, 2017</b>		<b>\$</b>	<b>6,042,032</b>
<b>WATER FUND EXPENSES INCLUDE \$189,000 IN DEPRECIATION</b>				

591	Sewer Fund	Estimated Beginning Fund	
<b>Balance</b>			<b>\$ 6,961,451</b>
	<b>Estimated Revenues</b>	<b>Adopted</b>	
	Sanitary Sewer Fund Estimated Operating Revenue	1,303,220	
	Sanitary Sewer Fund Estimated Project Revenue	<u>0</u>	
		<b>1,303,220</b>	
	<b>Appropriations</b>	<b>Adopted</b>	
	General Government Activities 101-299	162,708	
	Public Safety Activities 301-399	0	
	Public Works Activities 400-799	1,567,056	
	Other Government Activities 800-999	<u>70,225</u>	
		<b>1,799,989</b>	
		<u>0</u>	
		<b>1,799,989</b>	
	<b>Effect on Sanitary Sewer Fund's Fund Balance</b>		<b>(496,769)</b>
	<b>Estimated Ending Fund Balance June 30, 2017</b>		<b>\$ 6,464,682</b>

**SEWER FUND EXPENSES INCLUDE \$248,000 IN DEPRECIATION**

661	Motor Pool Fund	Estimated Beginning Fund	
<b>Balance</b>			<b>\$ 316,460</b>
	<b>Estimated Revenues</b>	<b>Adopted</b>	
	Motor Pool Fund Estimated Operating Revenue	277,820	
	Motor Pool Fund Estimated Project Revenue	<u>0</u>	
		<b>277,820</b>	
	<b>Appropriations</b>	<b>Adopted</b>	
	General Government Activities 101-299	22,270	
	Public Safety Activities 301-399	59,850	
	Public Works Activities 400-799	179,181	
	Other Government Activities 800-999	<u>0</u>	
		<b>261,301</b>	
		<u>0</u>	
		<b>261,301</b>	
	<b>Effect on Motor Pool Fund's Fund</b>		<b>16,519</b>
<b>Balance</b>			<b>16,519</b>
	<b>Estimated Ending Fund Balance June 30, 2017</b>		<b>\$ 332,979</b>

**MOTOR POOL EXPENSES INCLUDE \$33,000 IN DEPRECIATION**

865	Sidewalks Fund	Estimated Beginning Fund	
<b>Balance</b>			<b>\$ 2,296</b>
	<b>Estimated Revenues</b>	<b>Adopted</b>	

Sidewalk Fund Estimated Operating Revenue	10,000
Sidewalk Fund Estimated Project Revenue	<u>0</u>
<b>Total Side Walk Fund Estimated Revenue</b>	<b>10,000</b>

	<b>Appropriations</b>	<b>Adopted</b>
General Government Activities 101-299		0
Public Safety Activities 301-399		0
Public Works Activities 400-799		9,500
Other Government Activities 800-999		<u>0</u>
<b>Total Side Walk Fund Operating Appropriations</b>		<b>9,500</b>
<b>Total Side Walk Fund Project Appropriations</b>		<b><u>0</u></b>
<b>Total Side Walk Fund Appropriations</b>		<b>9,500</b>

	<b>Effect on Side Walk Fund's Fund</b>	
<b>Balance</b>		<b>500</b>
	<b>Estimated Ending Fund Balance June 30, 2017</b>	<b>\$ 2,796</b>

<b>866</b>	<b>Weed Fund</b>	<b>Estimated Beginning Fund</b>	
<b>Balance</b>			<b>\$ 20,750</b>

	<b>Estimated Revenues</b>	<b>Adopted</b>
Weed Fund Estimated Operating Revenue		7,800
Weed Fund Estimated Project Revenue		<u>0</u>
<b>Total Weed Fund Estimated Revenue</b>		<b>7,800</b>

	<b>Appropriations</b>	<b>Adopted</b>
General Government Activities 101-299		0
Public Safety Activities 301-399		0
Public Works Activities 400-799		1,640
Other Government Activities 800-999		<u>0</u>
<b>Total Weed Fund Operating Appropriations</b>		<b>1,640</b>
<b>Total Weed Fund Project Appropriations</b>		<b><u>0</u></b>
<b>Total Weed Fund Appropriations</b>		<b>1,640</b>

	<b>Effect on Weed Fund Fund's Fund</b>	
<b>Balance</b>		<b>6,160</b>
	<b>Estimated Ending Fund Balance June 30, 2017</b>	<b>\$ 26,910</b>

<b>871</b>	<b>Sewer Special Assessment Fund</b>	<b>Estimated Beginning Fund</b>	
<b>Balance</b>			<b>\$ -</b>

	<b>Estimated Revenues</b>	<b>Adopted</b>
Sewer Special Assessment Fund Est. Operating Revenue		0
Sewer Special Assessment Fund Est. Project Revenue		0

<b>Total Sewer Special Assessment Fund Revenue</b>	<u>0</u>
<b>Appropriations</b>	
General Government Activities 101-299	0
Public Safety Activities 301-399	0
Public Works Activities 400-799	0
Other Government Activities 800-999	<u>0</u>
<b>Total Sewer Special Assessment Operating Appropriation</b>	<b>0</b>
<b>Total Sewer Special Assessment Proj. Appropriations</b>	<u><b>0</b></u>
<b>Total Sewer Special Assessment Fund Appropriations</b>	<b>0</b>
<b>Effect on Sewer Spe. Assessment Fund's Fund</b>	
<b>Balance</b>	<b>0</b>
<hr/>	
<b>2017</b>	<b>0</b>

<b>Total Estimated Revenues</b>	<b>\$8,100,795</b>
<b>Total All Funds Appropriations</b>	<b>\$8,216,331</b>

Discussion Ensued.

YES: Pinkston, Porath, Abrams, Florence, Gilbert, Hicks, Krueger.  
 NO: None. Motion Declared Carried.

**ELECTION WORKER STIPEND ADJUSTMENTS**

**Resolution No. 160613-06** **(Carried)**

Motion by Councilmember Pinkston  
 Second by Councilmember Porath

**WHEREAS**, city election inspectors attend training at the Genesee County Administration Building every two years in accordance with State Election Law; and

**WHEREAS**, the election workers are paid a stipend to offset travel and County parking charges, which has seen several increases over the past few years; and

**WHEREAS**, State Election Law also requires all precincts using the electronic poll book to have a receiving board review all documentation prior to submission to the county clerk on election night; and

**WHEREAS**, the City of Swartz Creek Election Commission met on June 7, 2016 and voted unanimously to recommend increases to the election training compensation to \$30.00 and the receiving board compensation to \$25.00.

**THEREFORE BE IT RESOLVED**, the Swartz Creek City Council hereby authorizes new amounts for election inspector training of \$30.00 and receiving board member of \$25.00 effective June 9, 2016.

YES: Porath, Abrams, Florence, Gilbert, Hicks, Krueger, Pinkston.  
NO: None. Motion Declared Carried.

## **WORKERS COMPENSATION INSURANCE**

**Resolution No. 160613-07**

**(Carried)**

Motion by Councilmember Porath  
Second by Mayor Pro Tem Abrams

**I Move** the City of Swartz Creek City Council approve payment to the Michigan Municipal League in the amount of \$20,965 to cover the annual premium for workers' compensation coverage period from July 1, 2016 to June 30, 2017 and further direct the city's finance director to appropriate the cost of this premium to the appropriate city funds in accordance with the Class Codes identified in the invoice.

YES: Abrams, Florence, Gilbert, Hicks, Krueger, Pinkston, Porath.  
NO: None. Motion Declared Carried.

## **YEAR END FISCAL ADJUSTMENTS**

**Resolution No. 160613-08**

**(Carried)**

Motion by Mayor Pro Tem Abrams  
Second by Councilmember Florence

**WHEREAS**, Act 621 of P.A. 1978 provides for a uniform budgeting system for local units of government; and

**WHEREAS**, Act 275 of P.A. of 1980 further prohibits deficit spending by local units of government; and

**WHEREAS**, the City Council has reviewed the City's 2015 - 2016 Fiscal Year Budget and comparative year-to-date balance sheet of expenses and revenues, and finds that it is not in deficit; however, certain department activity line items may be in deficit.

**THEREFORE BE IT RESOLVED**, the Swartz Creek City Council hereby authorizes and directs the City Manager or his designee to make all necessary year-end budget adjustment amendment.

YES: Florence, Gilbert, Hicks, Krueger, Pinkston, Porath, Abrams.  
NO: None. Motion Declared Carried.

## LIABILITY INSURANCE PAYMENT

**Resolution No. 160613-09**

**(Carried)**

Motion by Councilmember Florence  
Second by Mayor Pro Tem Abrams

**I Move** the City of Swartz Creek appropriate an amount not to exceed \$67,417 to Michigan Municipal League Meadow Brook Insurance, payment of the City's annual 2016-2017 premiums for property and liability insurance, funds to be apportioned to reflect departmental coverage as noted in the invoice.

YES: Gilbert, Hicks, Krueger, Pinkston, Porath, Abrams, Florence.  
NO: None. Motion Declared Carried.

## MEETING OPENED TO THE PUBLIC

Dennis Cramer, resident at 5299 Worchester Drive, inquired on update of KWA. Adam Zettel, City Manager responded on article in the Free Press that Flint may not participate in KWA.

## REMARKS BY COUNCILMEMBERS:

Councilmember Porath commented on the Bristol/Morrish intersection light.

Councilmember Florence observed that good things are happening around town. He also remarked about scam phone calls he's been receiving.

Councilmember Hicks is happy about the asbestos removal at the demolition of the Sunoco building. She also commented that she had a really good time at hometown days.

Councilmember Gilbert also remarked on the scam phone calls.

Councilmember Pinkston commented in regards to the Free Press article about the racetrack. He thinks the possibility of ever getting the racetrack back here again is unrealistic.

Mayor Pro Tem Abrams commented about the poles that were replaced in front of Sharp's. He also commented about the waste can on northeast corner of Miller/Fortino that it hides the fire hydrant and needs to be relocated.

Mayor Krueger also remarked on the scam phone calls.

## Adjournment

**Resolution No. 160613-10**

**(Carried)**

Motion by Councilmember Gilbert  
Second by Councilmember Hicks

**I Move** the Swartz Creek City Council adjourn the regular meeting at 7:52 pm.

Unanimous Voice Vote.

---

**David A. Krueger, Mayor**

---

**Connie Eskew, City Clerk**

June 3, 2016

City of Swartz Creek  
8083 Civic Drive  
Swartz Creek, MI 48473

Attn: Adam Zettel

Dear Mr. Zettel:

My name is Mike Stratton and I am a grandson of Paul and Mary Fortino. Paul Fortino made his home in Swartz Creek, Michigan from 1916 until his death. He was an important part of the community all those years and faithfully cared for and supported the people of this city through his business, Fortino's Food Market. Because of his dedication to Swartz Creek, the city named a street in his honor after his death, and our family will always be grateful for this.

In appreciation for this and as a remembrance why the street has my grandfather's name, the family would like to donate a beautiful commemorative clock to serve as a reminder of what he did and stood for. We are requesting that this clock be placed on Paul Fortino Drive at the entrance to Civic Drive. This location would not only provide the actual time to everyone that enters and exits there, but would also serve as a reminder of the time Paul spent serving the community.

The clock will be manufactured by the Verdin Clock Company. It will be made of the highest quality materials, will fit in with the decor of the area and be installed and wired by professionals. The family will cover the complete cost of the clock and installation, an estimated amount of \$30,000.

The family is seeking approval from the City of Swartz Creek to place the clock at the requested location so we can proceed with ordering and clock and making arrangements for the installation. The projected time for completion is mid-October of 2016.

A color rendering along with the clocks specifications are included. Any further questions can be referred to me at 810-919-6022.

Thank you for taking the time to review this information. I look forward to your positive reply.

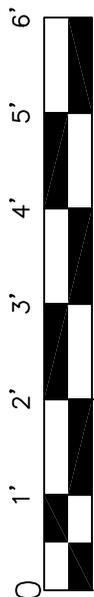
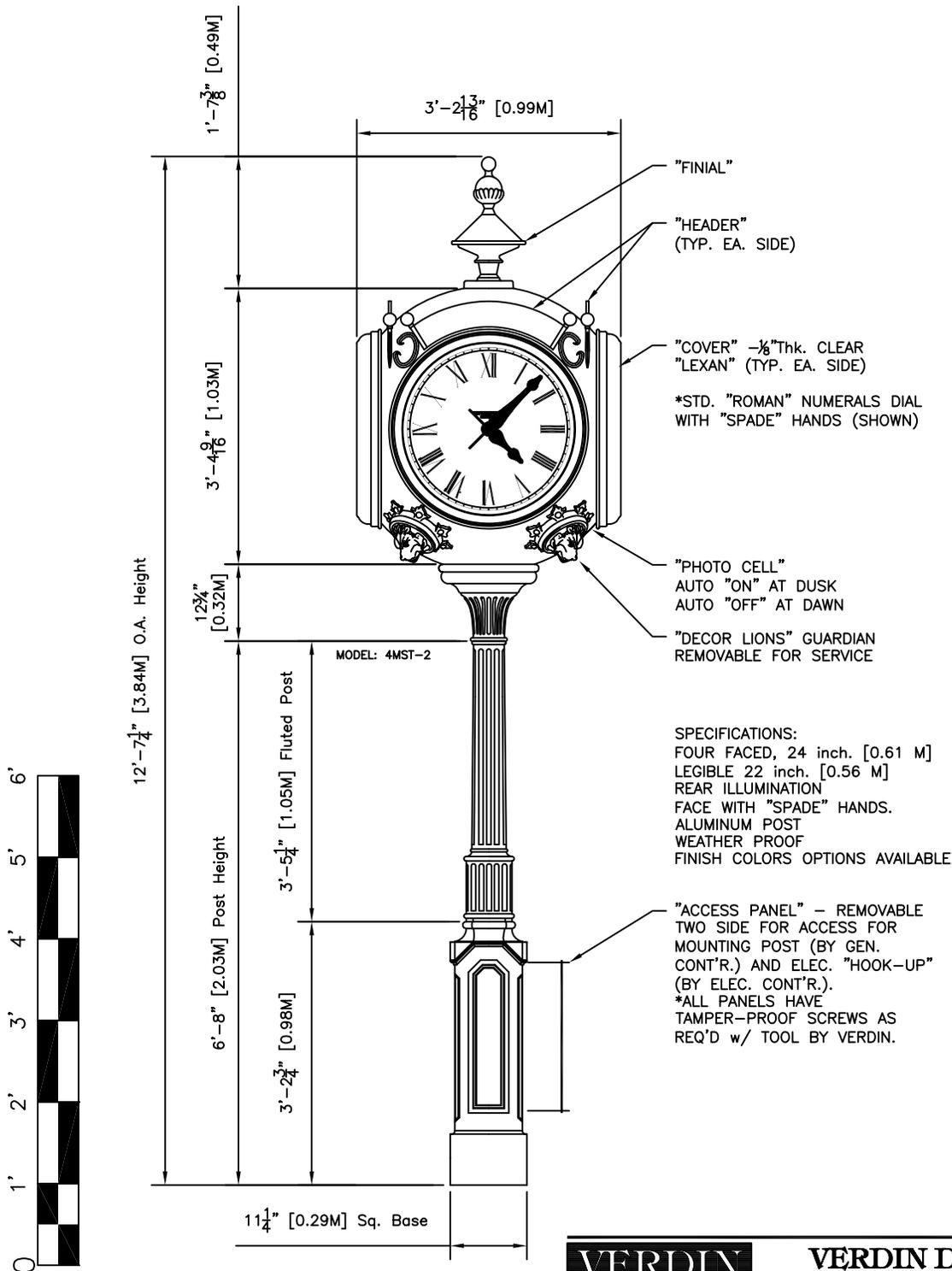
Sincerely,

Mike Stratton



 <p><b>VERDIN</b> BELLS &amp; CLOCKS SINCE 1842</p>	<p>RENDERING PREPARED FOR:</p> <p>City of Swartz Creek Swartz Creek, MI Model 4MST-II March 31, 2016</p>
	<p><i>This photo-rendering is an approximation of the Verdin clock on your site and is not intended to be used as final artwork for header text and dial art.</i></p>
	<p>PROPERTY OF THE VERDIN COMPANY Cincinnati, OH/800-543-0488/www.verdin.com</p>
	<p>June 2, 2016</p>

# SMALL HOWARD REPLICA/SETH THOMAS



MODEL No. 4MST II

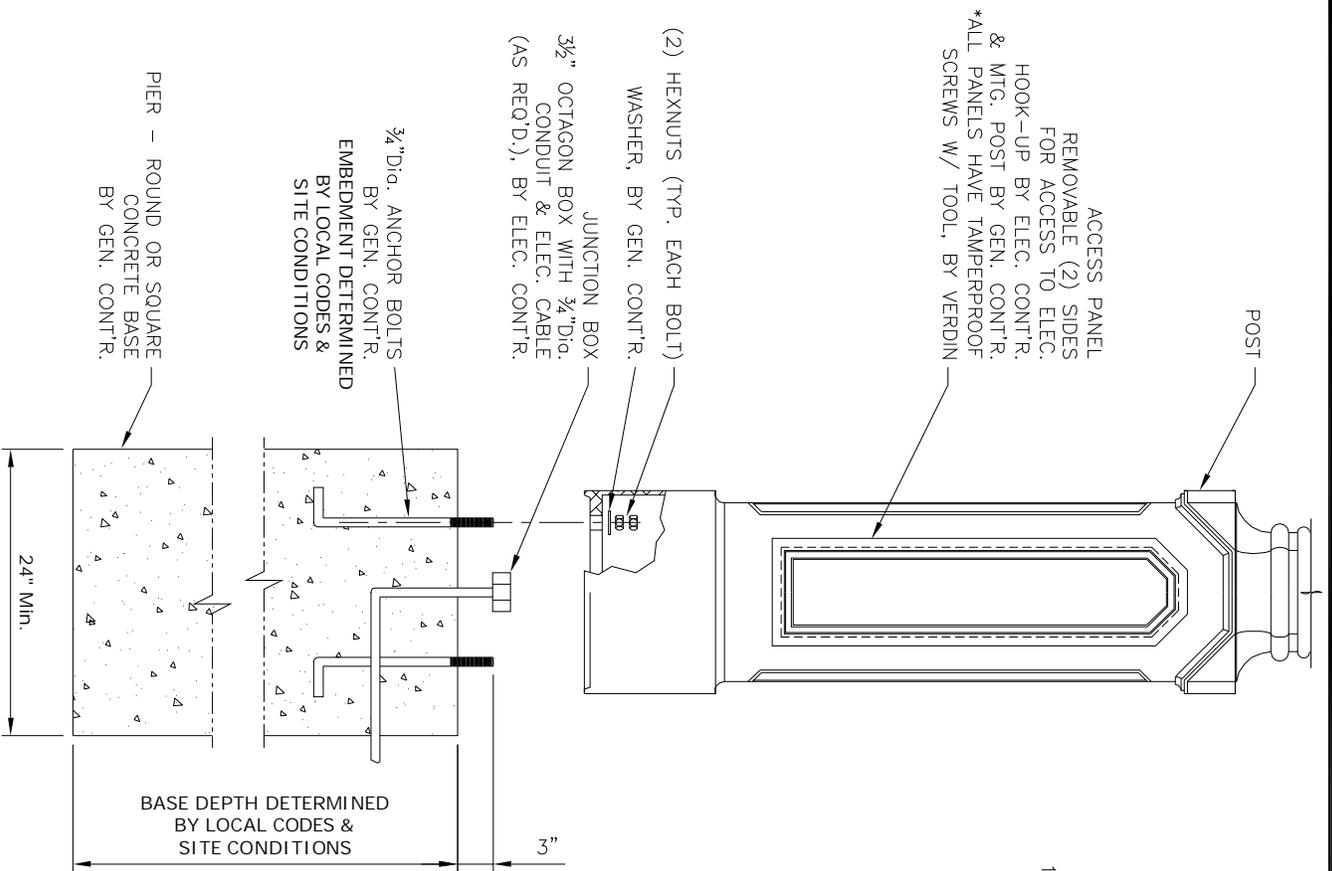
Scale:  $\frac{1}{2}$ " = 1' 0"



## VERDIN DESIGN GROUP

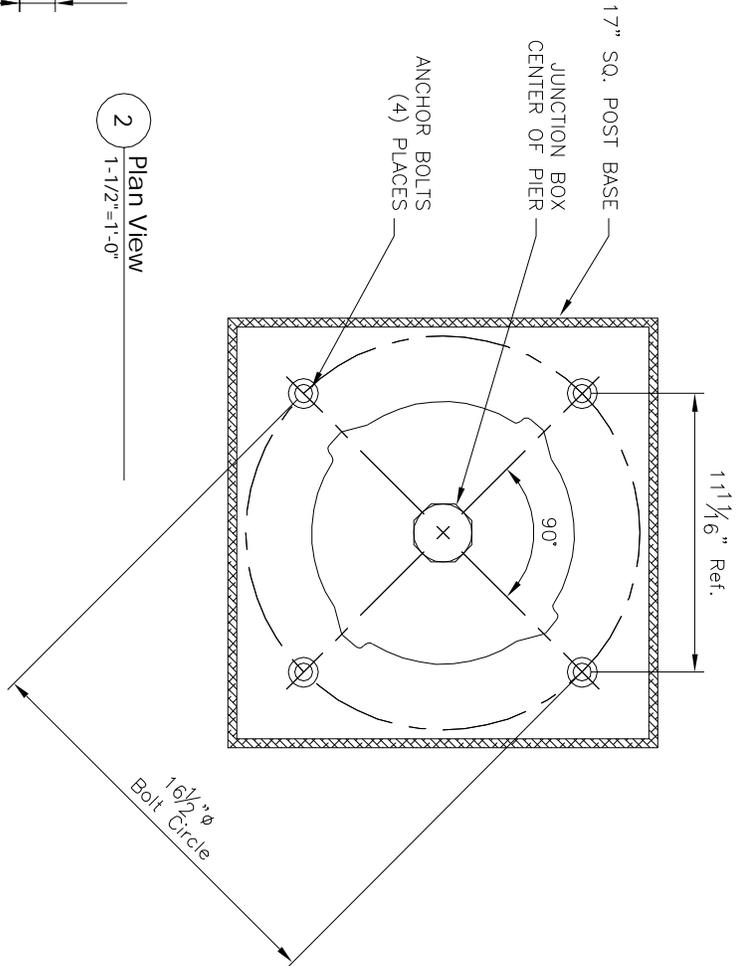
THE VERDIN COMPANY  
 CORPORATE HEADQUARTERS  
 444 READING ROAD  
 CINCINNATI, OHIO 45202  
 1-800-543-0488  
 sales@verdin.com  
 www.verdin.com

THIS DESIGN CONCEPT IS THE EXCLUSIVE PROPERTY OF THE VERDIN COMPANY, AND MAY NOT BE COPIED, REPRODUCED, MANUFACTURED, MARKETED, OR SOLD IN WHOLE OR ANY PART THEREOF WITHOUT THE EXPRESS WRITTEN CONSENT OF THE VERDIN COMPANY, 444 READING ROAD, CINCINNATI, OHIO.



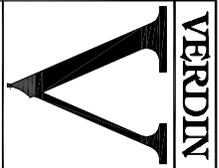
1 Elevation View  
3/4"=1'-0"

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2 Plan View  
1-1/2"=1'-0"

NOTE:  
This drawing can used for the following Post Clock(s)  
- 4K / 4L / 4M / 4MP / 4MST



**VERDIN**  
The Verdin Company  
Corporate Headquarters  
444 Reading Road  
Chickama, Ohio 45808  
518-841-4010  
1-800-848-0488  
fax 518-841-1895

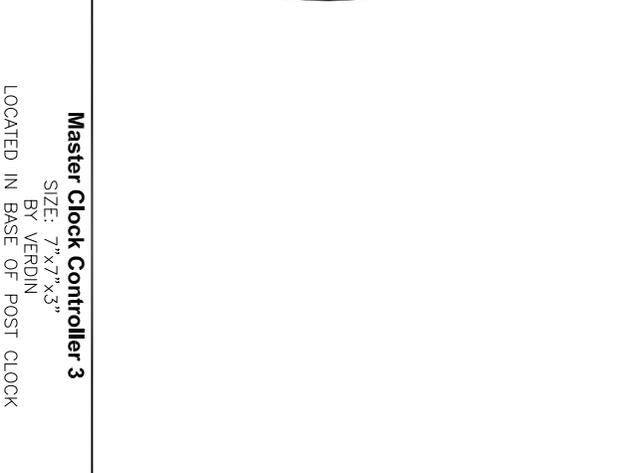
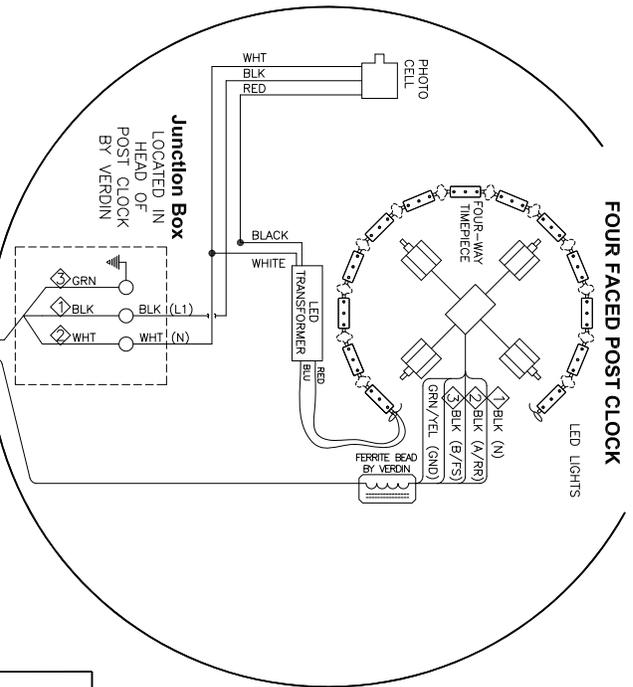
**Manufacturing Facility**  
2081 Eastern Avenue  
Chickama, Ohio 45808  
fax 518-881-8796

**Bell & Carlton**  
Division Clock Division  
Maryland Chimne Division  
Deagan Chimne Division

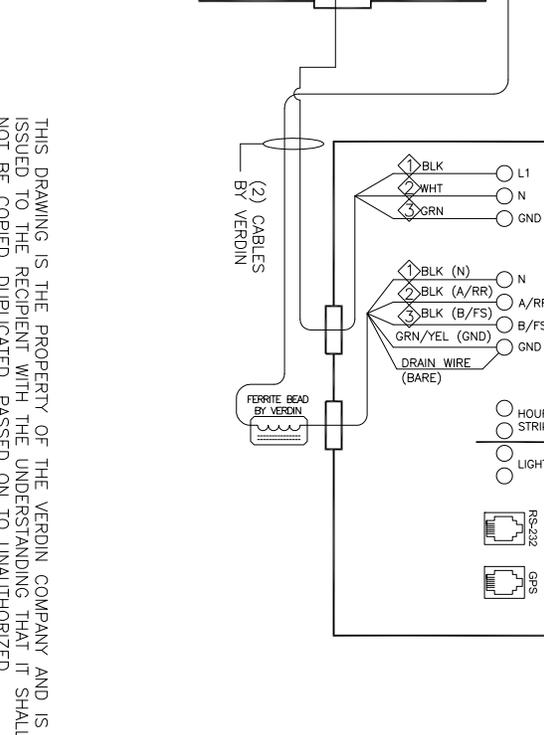
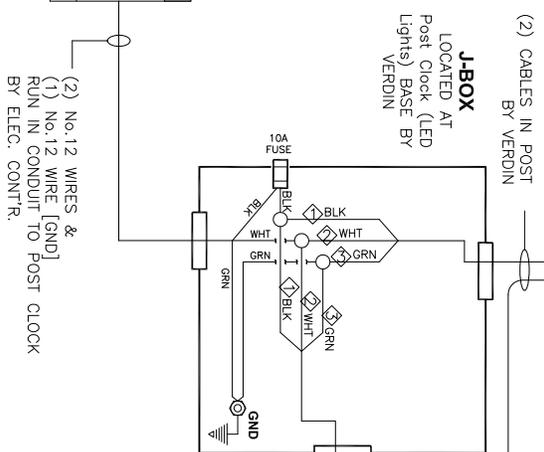
SINCE 1842

The "Howard" Post (Cast Aluminum)  
Anchoring Detail

SCALE: As Noted	DRAWN BY: SRP/LAT	DRAWING NUMBER: 05 CLK / A 4421 D
DATE:	REVISED: Dec. 7, '07	



<b>SERVICE</b>
120 VAC
60 HZ
20 AMP
SINGLE PHASE
<b>DEDICATED</b>

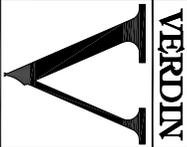


(2) No.12 WIRES &  
(1) No.12 WIRE [GND]  
RUN IN CONDUIT TO POST CLOCK  
BY ELEC. CONTR.

THIS DRAWING IS THE PROPERTY OF THE VERDIN COMPANY AND IS ISSUED TO THE RECIPIENT WITH THE UNDERSTANDING THAT IT SHALL NOT BE COPIED, DUPLICATED, PASSED ON TO UNAUTHORIZED PARTIES, NOR USED FOR ANY PURPOSE OTHER THAN THAT FOR WHICH IT IS SPECIFICALLY FURNISHED, EXCEPT WITH THE VERDIN COMPANY WRITTEN PERMISSION.

**NOTES:**

A) All electrical equipment is to be earth grounded.

 <p><b>VERDIN</b> SINCE 1843</p>	<p>The Verdin Company Corporate Headquarters 444 Reading Road Channahon, Ohio 48908 815-941-4010 1-800-848-0488</p>	<p>Manufacturing Facility 8900 Kelllogg Avenue Channahon, Ohio 48936 815-941-1865</p>
	<p>This drawing can used for the following Post Clocks - Models 4J / 4M / 4MP / 4MST / 4MSTII / 4ST / 4SZ / 4T / 4V</p>	
<p>Electrical Wiring Diagram for a (4) Faced Post Clock (LED Lights) with a MCC3</p>		
<p>SCALE: None</p> <p>DATE: Mar. 1, '11</p>	<p>DRAWN BY: GLFU</p> <p>REVISED: Mar. 1, '12</p>	<p>DRAWING NUMBER: 10 ELEC/ B 4575 B</p>



# GENESEE COUNTY ROAD COMMISSION

*Serving the motorists of Genesee County for more than 100 years*

211 W. Oakley Street  
Flint, MI 48503-3995  
Website: [www.gcrc.org](http://www.gcrc.org)  
Board meetings: first and third Tuesdays at 10:00 A.M.

Phone: (810) 767-4920  
Toll Free: (800) 249-4027  
Fax (810) 767-5373 – Administration  
Fax (810) 767-3634 – Maintenance

June 23, 2016,

Mr. Chris Gehringer, Supervisor  
Clayton Charter Township  
2011 S. Morrish Road  
Swartz Creek, MI 48473

Mr. Adam Zetlel, City Manager  
City of Swartz Creek  
8083 Civic Drive  
Swartz Creek, MI 48473-1498

**RE: Cost Agreement for Traffic Signal installation, GCRC Signal No. T-308  
Morrish Road at Bristol Road intersection, Clayton Charter Township &  
City of Swartz Creek**

Dear Messrs. Gehringer and Zetlel,

Enclosed please find a new revised cost agreement for a traffic signal installation at the Bristol Road and Morrish Road intersection. It has been revised to reflect a recent agreement between your two districts. We have completed the intersection design, and estimate the signal installation to cost \$36,630.00. The GCRC will pay 25% of the installation costs, and the Township will pay 25% and City will be responsible for the remaining 50% of the installation. Our signs and signals crew will be installing this equipment. Operation and maintenance fees will be divided per GCRC policy.

Please have your township board and city council approve and sign the agreement and resolution and return the signed documents to our office for final execution. We will schedule installation once all approvals are obtained. Please forward this letter to the remaining party when your board/council has signed the agreement.

Please call if you have questions concerning the cost agreement.

Sincerely,

**GENESEE COUNTY ROAD COMMISSION**

A handwritten signature in cursive script that reads "Bonnie P. Wood".

Bonnie P. Wood, P.E.  
Traffic Engineering Manager

Enclosures

xc. ffp, db, file

**GENESEE COUNTY ROAD COMMISSION  
COST AGREEMENT FOR TRAFFIC SIGNAL CONTROL**

**LOCATION:** BRISTOL ROAD & MORRISH ROAD  
CLAYTON TOWNSHIP  
CITY OF SWARTZ CREEK  
COUNTY OF GENESEE

**SIGNAL PERMIT NO. T-308**

**DATE: June 23, 2016**

**TYPE OF INSTALLATION: Stop and Go Traffic Signal with wireless vehicle detection on Bristol Road (4-2W-3C-12"-S-A and 1- 2W-Left Turn Case Sign)**

Under authority of law and by virtue of resolutions formally adopted by respective governing bodies (and herewith submitted), the undersigned hereby agree to participate in the cost of installation, maintenance and operation of the above traffic signal control on the basis of the division of costs as shown hereinafter. Details of the installation are shown on the separate Signal Authorization drawing dated February, 2016. Title to equipment shall remain with the purchasing agency and proper credit of salvaged value shall be issued to all parties upon removal of the equipment, in proportion to their share of original cost.

The term of this contract shall be from the date of its execution, and shall remain in full force and effect therefrom, unless otherwise terminated by either party by giving a thirty (30) day written notice of intent to cancel to the other party.

**PARTICIPATION**

<u>AGENCY</u>	<u>INSTALLATION</u>		<u>MAINTENANCE</u>	<u>OPERATION</u>
	PERCENT		PERCENT	PERCENT
GENESEE CO. ROAD COM.	25%	\$ 9,157.50	25%	25%
CLAYTON TOWNSHIP	25%	\$9,157.50	50%	50%
CITY OF SWARTZ CREEK	50%	\$18,315.00	25%	25%
OTHER				
<b>TOTAL</b>	<b>100%</b>	<b>\$36,630.00</b>	<b>100%</b>	<b>100%</b>

It is further agreed that the agency responsible for performing signal maintenance shall be: GENESEE COUNTY ROAD COMMISSION.

Comments: ATTENTION: FINANCE DIVISION: Charge 25% Installation-PM & 25%-AR-Clayton Township; 50%-AR-City of Swartz Creek; Charge Maintenance and Operation- 25%PM -GCRC; 50% AR-Clayton Township & 25%-AR-City of Swartz Creek

APPROVED: GENESEE COUNTY ROAD COMMISSION

By: \_\_\_\_\_  
Manager-Director Date

APPROVED: CLAYTON TOWNSHIP

By: \_\_\_\_\_  
Supervisor Date

APPROVED: CITY OF SWARTZ CREEK

By: \_\_\_\_\_  
Date

**AGREEMENT**

**Between**

**The**

**CITY OF SWARTZ CREEK**

**And**

**SWARTZ CREEK CITY EMPLOYEES UNION**

**AFSCME 1918-23**

**July 1, ~~2012-2016~~ – June 30, ~~2016~~2019**

## AGREEMENT - AFSCME LOCAL 1918-23

JULY 1, ~~2012~~ 2016 - JUNE 30, 2016

### **SECTION NO. 1 - AGREEMENT**

This agreement is made this ~~25<sup>th</sup>~~ \_\_\_ day of \_\_\_ ~~June, 2012~~ 2016, between the City of Swartz Creek, a Municipal Corporation, hereinafter mostly referred to as the "Employer" or the "City" and the Swartz Creek Employees Union, Chapter 23 of Local Union No. 1918 affiliated with Michigan AFSCME Council No. 25 and chartered by the American Federation of State, County and Municipal Employees (AFL-CIO), hereinafter referred to as the "Union", "Unit" or "Bargaining Unit".

HEADINGS: The headings used in this agreement neither add to, nor subtract from the meaning, but are for reference only.

PURPOSE AND INTENT: The purpose of this agreement is to set forth terms and conditions of employment; to promote orderly and productive labor relations between the Employer and the Union so as to enhance the Employer's ability to totally serve the community.

### **SECTION NO. 2 - MANAGEMENT RIGHTS**

The City of Swartz Creek, on behalf of the electors of the City of Swartz Creek, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and, without limiting the generality of the foregoing, the right:

1. To the exclusive management and control of the governmental system, its property, facilities, operations and affairs.
2. To hire employees, determine their qualifications, conditions of employment, dismissal, demotion, suspension, or layoff; to determine the number and scheduling of all employees; to promote or transfer all employees; to determine the size of the work force; and to assign duties to, and to direct, all employees.
3. To make and change rules and regulations not inconsistent with the terms and provision of this agreement.
4. To determine services, supplies and equipment; to determine all methods and means of distributing, disseminating or selling its services, methods, scheduling, and standards of operation; to determine the means, methods, and processes of carrying on its services and duties; and to determine any changes in all of the preceding, including innovative programs and practices.
5. To subcontract the performance of services, but not to erode the work force.
6. To determine the number and location or relocation of its facilities.

7. To determine all financial practices and policies, including all accounting procedures, and all matters pertaining to public relations of the City of Swartz Creek.
8. To determine the size of the management organization, its functions, authority, amount of supervision and table of organization.

The reasonable and responsible exercise of the foregoing powers, rights, authorities, duties, and responsibilities by the City of Swartz Creek, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this agreement, and then only to the extent such specific and express terms are in conformance with the Constitution and laws of the State of Michigan and the United States.

### **SECTION NO. 3 - RECOGNITION**

- A) Pursuant to and in accordance with all applicable provisions of Act No. 379 of the Public Acts of 1965, as amended, the Employer does hereby recognize the Union as the sole exclusive representative for the purposes of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment for the term of this agreement for all employees of the Employer included in the bargaining units described as follows:
  - 1) Department of Public Services: Public Service Employee I, Public Service Crew Leader, and Public Service General Part-Time. Specific job descriptions shall be kept on file with the City at all times, and available to members of the unit.
  - 2) Administrative Assistants: Administrative Assistant I, Administrative Assistant II, and Administrative Assistant General Part-Time. Specific job descriptions shall be kept on file with the City at all times, and available to members of the unit.
- B) The following employees will not be in the bargaining unit: City Manager, Assistant to the City Manager, City Clerk, City Assessor, City Treasurer, Finance Officer, Code Enforcement Officer, Building Inspector, Director of Public Services, all Police Officers and Fire Fighters.
- C) The Employer will not promote or finance any labor group or organization, which purports to engage in collective bargaining or make any agreement with such group or organization for the purpose of undermining the Union.

### **SECTION NO. 4 - UNION SECURITY - REQUIREMENTS OF UNION MEMBERSHIP**

- A) Employees covered by this agreement at the time it becomes effective, and who are members of the Union, at that time, ~~shall~~ may ~~be required as a condition of continued employment to~~ continue membership in the Union for the duration of this agreement.
- B) Employees hired, rehired, reinstated, or transferred into the bargaining unit after the effective date of this agreement and covered by this agreement, ~~shall be required as a condition of continued employment to~~ may become members of the Union for the

duration of this agreement, on the first pay period of the month after an employee has been employed for a period of thirty (30) days.

- C) Nonpayment of special dues levied by the Union, other than monthly dues, service fees and initiation fees, shall not be construed as affecting the good standing of the employee insofar as disciplinary action on the part of the Employer at the request of the Union is concerned.
- D) On and after the thirty-first (31st) day following the beginning of employment, any present or future employee who is not a Union member and who has not made application for membership ~~shall, as a condition of employment, may~~ pay to the Union each month a service fee ~~equivalent as established by law to the amount of dues uniformly required of members of the~~ Union.
- ~~E) Employees shall be deemed to be in compliance with the meaning of this section if they are not more than sixty (60) days in arrears in payment of membership dues or service fees.~~
- ~~F) The Employer shall be notified in writing, by the Union, of any member who is sixty (60) days in arrears in the payment of membership dues or service fees.~~

**SECTION NO. 5 - UNION DUES, INITIATION FEES AND SERVICE FEES - PAYMENT BY CHECK-OFF**

- A) Authorization for Check-Off.

Employees may tender the initiation fee and monthly membership dues by signing the Authorization for Check-Off of Dues form, provided by the Union. During the life of this agreement and in accordance with the terms of the Authorization of Check-Off of Dues form, and to the extent the laws of the State of Michigan permit, the Employer agrees to deduct Union membership dues levied in accordance with the Constitution of the Union from the pay of each employee who executes or has executed the Authorization for Check-Off of Dues form as shown in paragraph (G) of this section

- B) When Deductions Begin

Check-Off deductions under all properly executed Authorization form Check-Off of Dues forms shall become effective at the time the application is signed by the employee and shall be deducted from the first pay following thirty (30) days employment and the first pay period of each month thereafter.

- C) Remittance of Dues to Financial Officer

Check-Off deduction for any calendar month shall be remitted to the designated financial officer of the Local with a list of whom dues have been deducted from as soon as possible after the first day of the following month.

- D) Termination of Check-Off Deductions

An employee shall cease to be subject to Check-Off deductions beginning with the month immediately following the month in which the employee is no longer a member of the bargaining unit. The Union will be notified by the Employer of the names of such employees following the end of each month in which the termination took place.

E) Disputes Concerning Membership

Any dispute arising as to an employee's membership in the Union shall be reviewed by the designated representative of the Employer and a representative of the Union, and if not resolved by said representatives said dispute will be submitted at STEP TWO of the grievance procedure.

F) Limit of Employer's Liability

The Employer shall not be liable to the Union for the remittance or payment of any sum other than that constituting actual deductions made from wages earned by the employees.

The Union shall protect and hold harmless the Employer from any and all claims, demands, suit, and other forms of liability by reason of action taken or not taken by the Employer for the purpose of complying with this section.

~~G)~~E) Authorization of Check-Off of Dues Form

The Check-Off of Dues Form shall be in that form as shall be approved from time to time by both the Employer and Union, and said form shall be available through the payroll clerk.

~~H)~~F) P.E.O.P.L.E. Check-Off.

The Employer agrees to deduct from the wages of any employee who is a member of the Union a P.E.O.P.L.E. 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 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 NO. 6 - STEWARDS AND ALTERNATE STEWARDS**

Employees in the group classifications listed below shall be represented by a Chairperson/Chief Steward or a Steward for Group I or a steward for Group II. During overtime periods an alternate steward may be appointed by the Chairperson of the Chapter.

1. Group I - Department of Public Services
2. Group II – Administrative Assistants

The Group I Steward, or the Group II Steward, or the Chief Steward may investigate grievances; however, it is agreed that only one steward shall investigate a grievance. If it

becomes necessary for a Steward to investigate grievances during the Steward's normal shift, the Steward shall be paid at his or her regular rate for that time as though working, provided however, such time spent must be kept within reasonable limits.

## **SECTION NO. 7 - SPECIAL CONFERENCES**

- A) Special conferences for important matters may be arranged between the Employer or its designated representative and the Union upon the request of either party. Such conferences shall be between not more than two (2) representatives of the Chapter, a representative of Council No. 25 or the International Union, and two 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 a 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. Members of the Union shall not lose time or pay for time spent in such special conferences.
- B) The Union representatives may meet at a place designated on the Employer's property for a time not to exceed one-half hour preceding the conference.
- C) All supplemental agreements shall be subject to the approval of the Employer and the Union. They shall be approved or rejected within a period of fifteen (15) days.

## **SECTION NO. 8 - GRIEVANCE PROCEDURE**

### Definition of Grievance

A grievance is defined as a disagreement, arising under and during the term of this agreement, concerning the interpretation and application of the provisions of this agreement.

### A) Informal Grievance Procedure – INFORMAL STEP

An aggrieved employee should promptly notify his or her department head or his or her designee that he or she has a grievance. The Employee may at his or her option discuss the matter directly with the supervisor or request the presence of his or her Steward for the purpose of attempting to adjust the grievance.

### B) Formal Grievance Procedure - STEP ONE

1. If the aggrieved employee does not receive a satisfactory oral answer, or if he or she does not receive any answer at the Informal Step within three (3) working days following the day of oral presentation, the aggrieved employee may reduce the grievance to writing and submit it to the department head or the department head's designee.
2. A grievance must be submitted in writing within fifteen (15) calendar days of the occurrence of the condition(s) giving rise to the grievance, or within fifteen (15) calendar days of the date it is reasonable to assume the employee(s) should reasonably have become aware of the conditions giving rise to the grievance,

whichever is later, in order for the matter to be considered derivable under this agreement.

3. The grievance shall be submitted on forms provided by the Union, dated, and signed by the aggrieved employee(s) and shall set forth the facts, dates, and provisions of the agreement that are alleged to have been violated and the remedy desired. At the time the grievance is received, the department head or designee shall sign and date a copy that shall be returned to the grievant and the Chief Steward or his designee. A meeting shall be held if requested by either party.
4. The department head or his or her designee shall provide a written answer to the grievant, and/or the Chief Steward or his or her designee within ten (10) working days. If the written answer of the department head or designated representative is unacceptable to the grievant, the grievance may be appealed in writing to the next higher step of the grievance procedure within five (5) working days after receipt of such written answer.  
Any grievance not appealed within five (5) working days after receipt of such written answer shall be considered as forfeited by the grievant and Union.

C) Formal Grievance Procedure - STEP TWO

1. If the grievant is not satisfied with the disposition of the grievance at Step One, the grievant may appeal in writing the grievance to the City Manager within five (5) working days after the date of the Step One answer (See Paragraph No. 4 of Section B, above).
2. Within five (5) working days of receipt of the grievance, the City Manager shall set a date for a meeting with the grievant and the Union in an attempt to resolve the grievance, which shall be held within ten (10) working days following the expiration of said five (5) day period. Only persons directly related to the disposition of the grievance shall be present at the meeting. The grievant may be represented by either the Chief Steward or his or her designee and/or a Council No. 25 representative or a national representative. Representatives of the Employer and the Union shall not exceed five (5) in number collectively (including the grievant).
3. Within seven (7) working days following the conclusion of such meeting(s), the City Manager or his or her designee shall provide the grievant and the Chief Steward or his or her designee with a written disposition of the grievance.

D) Formal Grievance Procedure - STEP THREE

In the event of an unsatisfactory decision, the Chief Steward may submit the grievance to arbitration within ten (10) working days of the expiration of the decision time limit placed on Step Two. Written notice to the Employer shall constitute a request for arbitration.

1. Upon written notice of intention to arbitrate such written grievance, to be given by the Union to the Employer within ten (10) days after disposition of Step 2, the written grievance shall then be submitted to arbitration in accordance with and subject to the following rules and procedures.
  - a) The parties have agreed upon the following panel of arbitrators to hear all grievances appealed to arbitration during the term of this Agreement:
 

Mark Glazer	Michael P. Long	Elaine Frost
Paul Glendon	Linda Ashford	

The initial rotation order of the panel will be determined by lot. Thereafter, arbitrators will be selected according to that rotation order.
  - b) The written grievance shall then be arbitrated by the arbitrator in accordance with the Labor Arbitration Rules of the American Arbitration Association as amended and effective July 1, 2005.
  - c) The decision of the arbitrator shall be final and binding on all parties, and all parties agree to abide by the same.
  - d) The arbitrator's fee and expenses and the Association's charges shall be borne equally by the Employer and the Union.
2. The arbitrator shall have no authority to add to, or subtract from, alter, change or modify any of the provisions of this agreement.
3. The arbitrator shall not substitute his or her judgment for that of the Employer where the Employer's judgment and actions are based upon reasonable cause and do not violate the written provisions of this agreement. The arbitrator may make no award that provides the employee compensation greater than that which would have resulted had there been no violation.
4. In no event shall the Employer be required to pay back wages for more than thirty (30) working days prior to the date a written grievance is filed. However, in the case of a pay shortage (other than one resulting from misclassification) of which the employee could not have been aware before receiving his or her pay, any adjustment shall be retroactive to the beginning of the pay period in which the shortage occurred; provided that the employee files his or her grievance within fifteen (15) working days after he or she becomes aware of such shortage. All claims for back wages shall be limited to the amount of wages that the employee otherwise would have earned less any offsets for unemployment insurance, workmen's compensation and benefits received other than from City employment, and wages earned with other employers during the period,

E) Restitution/Reinstatement

1. Should a decision be rendered at any step of the grievance procedure that the employee was unjustly discharged, demoted, suspended without reasonable and just cause, the Employer agrees to reinstate the employee to the employee's

former position in effect on the day of discharge, demotion, or suspension. Computation of any back wages or benefits, if appropriate, must include offsets for unemployment insurance, workmen's compensation and benefits received other than from City employment, and wages earned with other employers during the period, as indicated in Step Three, Sub-Section No. 4. A decision may be rendered to reinstate the employee without back compensation or benefits.

2. Failure of the grievant to appeal a decision within the specified time limits shall be deemed a withdrawal of the grievance and shall bar any further action or appeal. Failure of the Employer to render a decision on a grievance within the specific time limits shall permit its appeal by the grievant to the next step.
3. Steps of the grievance procedure may be waived in writing by mutual agreement of both parties. The grievant may withdraw a grievance at any step of the procedure. Grievances so withdrawn shall not be reinstated.

### **SECTION NO. 9 - DISCHARGE AND DISCIPLINE**

- A) Progressive discipline. The concept of progressive discipline is hereby adopted to govern disciplinary action. It is understood and agreed, however, that the Employer reserves the right to suspend or discharge for serious infraction without instituting progressive discipline; provided, however, that nothing contained herein shall be deemed to deprive the employee of the grievance procedure.
- B) Notice of discharge or discipline. The Employer agrees to promptly, upon the discharge or discipline of any employee, notify in writing, the Steward of the group in which the discharge or discipline occurs.
- C) Discussion with steward. The discharged or disciplined employee will be allowed to discuss his or her discharge or discipline with the Steward of the group and the Employer will make available an area where he or she may do so before he or she is required to leave the property of the Employer. Upon request, the Employer or his designated representative will discuss the discharge or discipline with the employee and the Steward.
- D) Appeal of discharge or discipline. Should the discharged or disciplined employee(s) consider the discharge to be improper, the matter may be referred to the Formal Grievance Procedure set forth in Section 8 (B) through (D).
- E) Use of past record. When imposing any discipline on a current charge, the Employer will not take into account any prior infractions which occurred more than eighteen (18) months previously or impose discipline on any employee for mistakes or erroneous information on the employee's employment application, except for any intentional misinformation regarding his or her physical or mental health. Prior to imposition of a suspension of one or more days the Employer will review the employee's past written discipline.

## **SECTION NO. 10 - SENIORITY - PROBATIONARY EMPLOYEES**

- A) Probationary employees. A probationary employee is one who is employed during his or her probationary period as provided in this section. A seniority employee is one who has successfully served his or her probationary period and is no longer a probationary employee.
- B) Union representation. The Union shall represent probationary employees for the purpose of collective bargaining in respect to rates of pay, hours of employment, and other working conditions, except that in the event of discharge, discipline, transfer, demotion or layoff of a probationary employee, a probationary employee has no recourse to the grievance and/or arbitration procedure.
- C) Probationary period. The probationary period shall be twelve-(12) months continuous service from date of hire. The period of probation is expressly understood to be a part of the entrance requirements and that the appointee remains a probationary employee until completing the period of probation. Upon satisfactory completion of the twelve-(12) month probationary period, seniority shall commence with the first date of full time employment.
- D) Vacation and absent leave benefits. During the probationary period each employee shall be credited with vacation and absent leave accrual as provided for in this agreement, but in no instance shall such benefits have any value whatsoever unless and until the employee completes his or her probationary period; provided, however, holidays will be paid and, after the first 90 days of probation, a probationary employee may be allowed to use absent days, as pro-rated in accordance with the terms of this agreement and upon approval of a supervisor. If the employee completes his or her probationary period, such benefits shall be credited to the employee as if earned from the first day of hire. An employee failing to complete the probationary period for any reason whatsoever including, but not limited to, resignation, death, discharge, or layoff, shall not be entitled, nor be considered to have earned, the value of any of the benefits he or she would have accrued had he or she satisfactorily completed his or her probationary period.
- E) Orientation – New Employees. In order that each new bargaining unit member may be made familiar with the provisions of this Agreement and his or her rights and responsibilities thereunder, the Employer will allow the Local Union President or, if designated, the area steward an opportunity to meet with new bargaining unit members within thirty (30) days of their arrival within the Union’s jurisdiction. The meeting will be allowed to take place privately in an appropriate location at the work site agreeable to the Employer for a reasonable period.

## **SECTION NO. 11 – SENIORITY – SENIORITY EMPLOYEES**

The seniority status of a seniority employee shall be subject to the following:

- A) Seniority shall not be affected by the race, sex, age, marital status, or dependents of the employee.
- B) The seniority list on the date of this agreement will show: the names, job titles, rates of pay, and date of hire for all employees of the union entitled to seniority.

- C) The Employer will keep the seniority list up-to-date at all times and will provide the Union with an up-to-date copy upon request.
- D) Seniority shall be determined among the employees of each unit, namely Group I and Group II.
- E) Upon satisfactory completion of the probationary period, seniority will commence with the first date of employment.

**SECTION NO. 12 - LOSS OF SENIORITY**

- A) A seniority employee shall lose his or her status as a seniority employee under the following conditions:
  - 1) He or she quits and/or resigns.
  - 2) He or she is discharged and the discharge is not subsequently reversed.
  - 3) He or she is absent for three (3) consecutive working days without notifying the Employer. After such absence, the Employer will send written notification to the employee at his or her last known address that he or she has lost seniority and employment has been terminated.
  - 4) If he or she does not return to work when recalled from layoff as set forth in the recall procedure.
  - 5) If an employee is unable to return to his or her full job assignment after being on short term disability, long term disability or workers comp and, after the exhaustion of such benefit or twenty-four continuous months, whichever shall come first.
  - 6) If the employee is laid off for a period of his or her seniority or a three (3) year period, whichever is shorter.
- B) Returns from sick leave and leaves of absences will be treated the same as Sub-Section (A-3) above.
- C) If an employee is dissatisfied with the decision made under Sub-Sections (A-2) or (A-3), above, he or she may seek redress through the grievance procedure.

**SECTION NO. 13 - LAY-OFF; DEFINITION; PROCEDURE**

- A) The word "layoff" means a reduction of the work force due to either lack of funds or lack of work.
- B) If it becomes necessary for a layoff, the following procedure will be mandatory. Probationary then part-time employees will be laid off first within each classification. Seniority employees will be laid off according to their inverse seniority as defined in Section No. 11 of this agreement.

Employees in higher rated classifications may bump into lower rated classifications provided they have the seniority and the ability to perform the work. Employees may not bump from one group to another.

- C) Employees to be laid off for an indefinite period of time shall be given at least ten (10) calendar days notice of layoff. The Chapter Secretary shall receive a list from the Employer of the employees being laid off on the same date the notices are issued to the employees.
- D) Notwithstanding the position on the seniority list, the Chapter Chairperson shall, in the event of a layoff, be the last to be laid off, provided there is an open position to be filled within the respective group.

#### **SECTION NO. 14 - RECALL PROCEDURE**

- A) When the working force is increased after a layoff, employees will be recalled according to seniority, as defined in Section No. 11 of this agreement. Notice of recall shall be sent to the employee at his or her last known address by registered or certified mail. If an employee fails to notify the Employer within seven (7) days after date of recall he or she shall be deemed to have quit their employment with the Employer. An employee that has given notice of intent to return to work after recall, as stipulated within this section, may request additional time for the purpose of giving notice to another employer. Such additional time may be granted at the sole discretion of the City Manager, but in no event shall such time exceed fourteen (14) working days after the date of the recall. |
- B) Recall rights are subject to the provision of Section 12(A)(6).|

#### **SECTION NO. 15 - TRANSFERS**

- A) If an employee is transferred to a position with the Employer not included in the bargaining unit and thereafter, within sixty (60) working days, is transferred again to a position within the bargaining unit, he or she shall accumulate seniority while working in the position at which he or she was transferred. Employees transferred under the above circumstances shall retain all rights accrued for the purposes of any benefits provided for in this agreement.
- B) In the event of a vacancy or a newly created position within the bargaining unit, employees shall be given the opportunity to transfer on the basis of ability to perform as well as seniority. In such cases, all vacancies and newly created positions shall be posted in a conspicuous place in each building at least seven (7) calendar days prior to filling such vacancy or newly created position.

#### **SECTION NO. 16 - PROMOTIONS**

- A) Promotions within the bargaining unit shall be made on the basis of seniority and ability to perform the tasks within the classification. Job vacancies will be posted for a period of seven (7) calendar days, setting forth the minimum requirements for the position in a conspicuous place in each building. Employees interested shall apply within the seven

(7) calendar day posting period. The senior employee applying for the promotion and who meets the minimum requirements shall be granted a four (4) week trial period to determine:

1. His or her ability to perform the job.
  2. His or her desire to remain on the job.
- B) If the senior applicant is denied the promotion, the reason for denial shall be given in writing to such employee and the Union. If the employee disagrees with the reason for denial, it shall be a proper subject for the grievance procedure.
- C) During the four (4) week trial period, the employee shall have the opportunity to revert back to his or her former classification.
- D) During the trial period, employees will receive the pay rate for the job they are performing.

### **SECTION NO. 17 - REEMPLOYMENT**

Once having left the Employer's employment an employee's right to reemployment shall be governed by applicable State or Federal law and/or as is otherwise provided for within the terms of this Agreement.

### **SECTION NO. 18 - ABSENCE LEAVE FOR VETERANS**

When an employee is on full time active duty in the Reserve or National Guard, said employee will be paid the difference between his or her reserve pay and their regular pay with the Employer up to a maximum of two (2) weeks per year. The employee shall provide proof of his or her service and their service pay.

### **SECTION NO. 19 – OTHER LEAVES OF ABSENCE**

- A) Leave of absence for public or union office. One seniority employee elected to public or union office shall be granted a leave of absence without pay for the period of his or her first term of active service in such elected office. Seniority will accumulate during the period of such leave. Members of the Union elected or appointed by the Union to do work which takes them from their employment with the Employer shall at the written request of the Union receive a temporary leave of absence for a period not to exceed two (2) years or the term of the elected office. Such employee upon return shall be reemployed at similar work with accumulated seniority. Members of the Union elected to attend a function of the International Union such as conventions or educational conference shall be allowed time off without pay to attend such conferences and/or conventions; provided, however, such leaves shall only be granted to one employee from each of the units.
- B) Prolonged illness in immediate family. Leave shall be provided for in accordance with the Federal Family and Medical Leave Act of 1993.

- C) Personal leave. Upon receipt of a written request stating bona fide reasons for a personal leave of absence, such leave may be granted to a seniority employee for a period not to exceed thirty (30) days. Such leave will be without pay and seniority will accumulate during this thirty (30) day period. Any such leaves that are requested, and subsequently granted, for more than 30 days, or more than once per fiscal year per employee shall be without pay, benefits or the accumulation of seniority.
- D) Educational leave. Employees who have acquired two (2) or more years of seniority, and who desire to further their education in line with their employment, shall be granted a leave of absence, without pay, not to exceed two (2) years. Seniority will accumulate during such leave. The entire period covered by such leave must be used in attending school.

## **SECTION NO. 20 - SICK/ACCIDENT COVERAGE AND ABSENT LEAVE**

- A) Short and long term disability. A sick, accident or disability insurance policy, consisting of Short Term Disability (STD, 26 weeks or less), and Long Term Disability (LTD, 180 days to 24 months) will be provided to each full time employee under the age of sixty-five (65). Coverage shall commence upon hospitalization, accident or on the eighth consecutive day of sickness, whichever occurs first. Any other lost time not covered within the first eight days of STD or LTD shall be taken by the employee as paid time off (vacation, absent or sick leave), or dock time. Benefits will be paid in the amount of sixty (60%) percent of the employee's gross biweekly wage not to exceed One-Thousand and Three Hundred (\$1,300) Dollars in any biweekly period. Such sick, accident or disability coverage will be provided without cost to the employee, and an employee while on sick leave will be eligible for all other benefits provided by this agreement; however, such benefits shall be determined upon the basis of the employee's rate of pay at the time of inception of the sick, accident or disability leave. Increases in salary as provided by this contract shall not operate to increase sick and accident benefits unless and until the employee shall have worked following the effective date of any such increase. Employees sixty-five years old or older shall not be eligible for this coverage.

Sick and accident insurance benefits shall be effective the first day of the month, after 90 full days of service, following the date of hire.

- B) Absent Leave. Seniority employees will be allowed to be absent from work up to ninety-six (96) hours during the calendar year. Such absent leave shall be earned at the rate of eight hours leave per calendar month worked; provided, however, that seniority employees shall be credited with ninety-six (96) hours of absent leave on January first of each year for use during that calendar year. If said employee terminates employment during said calendar year and has used more absent leave hours than he or she has earned as of the date of termination, said employee shall reimburse the employer for the excess absent leave used. Absent leave will be prorated on all new hires following completion of probation and/or termination, at the rate of eight hours per calendar month of service.

~~C) A 2009-2012 CBA Addendum allowed for an additional 20 hours of absent leave posted at the beginning of the calendar year. The additional 20 hours posted on January 1, 2012 shall be adjusted to 10 (ten) hours effective July 1, 2012. Beginning January 1, 2013, the additional time shall be eliminated and absent time shall be earned, posted and used in accordance with the terms of this agreement.~~

~~D)C) Advance approval. All absent leaves shall be approved in advance by the employee's immediate supervisor and shall be used in increments of no less than one (1) hour. Employees who are absent due to illness shall give notice to their immediate supervisor and give said supervisor reasonable continuing information relative to the expected length of such absence. Prior to the return from any absent leave, the Employer may require medical documentation that the employee is capable of performing his or her job description.~~

~~E)D) Unused absent leave. If, at the end of a calendar year, an employee has unused absent leave, the employee shall be paid for said absent leave, up to a maximum of seventy-two (72) hours. Such payment shall be made by the employer on the 2<sup>nd</sup> pay day in January of the next calendar year. Such payment shall be based on said employees hourly wage in effect on the first day of the calendar year during which the unused absent leave is to be paid. No unused absent leave may be carried over for use in a subsequent calendar year.~~

~~E) Probationary employees. Absent leave provisions for probationary employees are subject to Section 10, Paragraph C and D of this Agreement.~~

~~F) Part time employees. Part time employees shall earn one (1) hours of absent leave for every 50 hours of service, said time to be credited monthly. All active part time employees as of July 1, 2016 shall receive a one-time credit of ten (10) hours of absent leave. Part time employees may carry over a maximum of ten (10) hours of absent leave at the end of each calendar year. Such leave may be applied to scheduled time missed by the employee or as a supplement to unpaid time off, such as holidays.~~

## **SECTION NO. 21 - FUNERAL LEAVE**

A) Funeral leave hours pursuant to this Section are for the express purpose of arrangements and attendance at a funeral. Approved leave hours pursuant to this Section shall not be deducted from the employee's absent or vacation leave unless such deduction is specifically provided for.

B) An employee shall be allowed to be off from work a maximum of thirty-two (32) hours with pay, per death, as funeral leave for a death in the immediate family. The immediate family is defined as: The employee's Mother, Father, Brother, Sister, Spouse, Son, Daughter, Step-Daughter, Step-Son, Daughter-In-Law, Son-In-Law, Brother-In-Law, Sister-In-Law, Grandparents, Granddaughter, Grandson, Grandparents of employee's spouse, Mother-In-Law, Father-In-Law, Stepmother or Stepfather.

- C) Employees shall be allowed to be off from work the time necessary, up to a maximum of eight (8) hours with pay, to attend the funeral of a relative. Relative is defined as: The employee's Uncle, Aunt, Spouse's Aunt and Uncle, Niece or Nephew.
- D) Upon request, the City Manager, or his or her designee, may authorize funeral leave, up to 8 hours, for the attendance of a(n) employee(s) at the funeral for a deceased or retired city employee or elected official.
- E) If a funeral for a member of the employee's immediate family or relative is held at a location 150 miles or more from the City of Swartz Creek, two (2) travel days may be authorized; provided, however, such travel days are deducted from the employee's absent or vacation leave. If the employee does not have either absent or vacation leave, travel days may be authorized without pay.
- F) In the event of a funeral for persons not mentioned above, the employee may be authorized to use absent or vacation leave for the purpose of attending the funeral.

**SECTION NO. 22 - WORKING HOURS**

- A) The regular full work day for the Department of Public Services shall consist of eight (8) hours a day, plus one-half (1/2) hour off for lunch. Said lunch period shall be without pay.
- B) The regular full work day for Administrative Assistant Office Personnel shall consist of eight (8) hours per day with one hour off for lunch. The lunch period shall be without pay.
- C) Employees may take one "coffee break" not to exceed fifteen (15) minutes in length in the morning and one of the same length in the afternoon, or one in the first half and one in the second half of their regular shift, whichever may apply.
- D) The regular work hours can be flexed and/or modified with mutual agreement between the affected employee and the Employer.
- E) If an employee reports for work to his or her regularly assigned shift and is thereafter sent home for reasons other than the imposition of discipline, or the imposition of a suspension pending an investigation, he or she shall be paid for the balance of his or her shift.

**SECTION NO. 23 – SHIFT - ASSIGNMENTS**

- A) Not including the lunch period, a regular shift in the Department of Public Services shall not exceed eight (8) consecutive hours per day: unless mutually agreed upon by affected employees and the Employer.
- B) Not including the lunch period, a regular shift in the General Office shall not exceed eight (8) consecutive hours per day unless mutually agreed upon by the affected employees and the Employer.

- C) A regular Department of Public Services scheduled work week shall not exceed forty (40) consecutive hours.
- D) A regular General Office scheduled work week shall not exceed forty (40) consecutive hours.
- E) Supervision and/or non-unit members shall not perform bargaining unit work; provided, however, that in the event of emergencies, training sessions or other unforeseen events, supervision or other non-unit members may perform bargaining unit work on a temporary basis only.

**SECTION NO. 24 - SHIFT HOURS**

- A) The first shift is any shift that regularly starts on or after 6:00 A.M., but before 8:00 A.M.
- B) The second shift is any shift that regularly starts on or after 2:00 P.M., but before 5:00 P.M.
- C) The third shift is any shift that regularly starts on or after 10:00 P.M., but before 1:00 A.M.

**SECTION NO. 25 - SHIFT PREMIUM**

Employees who work on the second shift shall receive in addition to their regular pay for the pay period twenty-five cents (.25) per hour as additional compensation. Employees who work on the third shift shall receive in addition to their regular pay for the pay period thirty-five cents (.35) per hour as additional compensation.

**SECTION NO. 26 - OVERTIME PROVISION**

- A) For full-time employees, time and one-half (1 1/2) will be paid as follows:
  - 1. Exclusive of lunches or other non-paid time, any hours worked other than the regularly scheduled eight (8) hour daily shift unless the parties mutually agree to a shift that exceeds eight (8) hours at which point all hours worked over 40 per week will be paid time and one-half (1 1/2).
  - 2. An employee required to report for unscheduled overtime duty shall, upon reporting for such duty, be guaranteed at least two (2) hours pay at the rate of time and one-half (1 1/2), unless provided for by Sub-Section "B".
- B) For full-time employees, double time will be paid as follows:
  - 1. For all hours worked during designated Holidays and Sundays, except where the shift starts on a Saturday and continued to Sunday; provided, however, that time and one-half (1 1/2) will be paid for all hours worked on Sunday.
  - 2. In the event an employee is called to work while on vacation.

**SECTION NO. 27 - ON CALL DUTY**

- A) The Director of Public Services or his or her designee will schedule employees for on call duty when in the opinion of the Director, on call services are needed. When the Director determines such on call services are necessary, on call duty will be rotated among all full time seniority employees of the Department of Public Services in an equalized manner. In the event there are no full time seniority employees available for working on-call, the employer can then assign on-call to part time employees.
- B) Response Time - An on call employee will remain within fifteen (15) miles of the City limits.
- C) On Call Period - The on call period will commence at the end of the employee's regular shift and end at the start of his or her next regular shift.
- D) An employee who is on call shall receive an “on call premium” equal to two (2) hours straight time pay per on call period whether called in to work or not. Such “on call premium” shall be paid in addition to any pay, including overtime pay, the employee receives for working during the on call period.

**SECTION NO. 28 - HOLIDAY PROVISIONS**

- A) The paid holidays are designated as a full day:

New Year’s Day	Thanksgiving Day
Martin Luther King’s Birthday	Friday following Thanksgiving Day
Presidents’ Day	December 24th
Good Friday	Christmas Day
Memorial Day	December 31st
Fourth of July	Employee’s Birthday
Labor Day	

Employees will be paid their current rate based on a regular day for said holidays.

- ~~B)~~ C) —Should a holiday fall on Saturday, Friday shall be considered as a holiday.  
Should a holiday fall on Sunday, Monday shall be considered as a holiday.

**SECTION NO. 29 - VACATIONS**

- A) An employee will earn credit toward vacation with pay in accordance with the following schedule. Credits earned during any calendar year may be used after January first of the following calendar year.

Completed Years of Service	Annual Maximum
1-5	10 Days
6-10	15 Days
11-15	20 Days

16-20	22 Days
20+	25 Days

- B) Employees who are entitled to four or more weeks of vacation may receive payment in lieu of vacation for up to 40 hours, at the discretion of the Employer, if the vacation request cannot be granted. These employees will be notified within ten (10) working days of their request for the fourth week of vacation whether it will be granted in the form of vacation or in the form of payment in lieu of vacation; provided, however, that requests for the fourth week of vacation shall be made prior to August of the year in which the employee desires said vacation.
- C) Vacations will be granted at such times during the year as are suitable, considering both the wishes of the employee and efficient operation of the department concerned. An employee will receive a written explanation for any denial of a vacation request.
- D) When a holiday is observed by the Employer during a scheduled vacation, the requested vacation may be extended by one (1) day.
- E) Employees who are entitled to two (2), or three (3) weeks of vacation may receive payment in lieu of vacation for up to forty (40) hours by mutual agreement between the employee and the Employer. Said agreement shall be in writing signed by the employee and the City Manager.
- F) If an employee becomes ill and is under the care of a duly licensed physician prior to his or her vacation, his or her vacation will be rescheduled. If his or her incapacity continues through the year, he or she will be awarded payment in lieu of vacation.
- G) If a regular pay day falls during an employee's vacation, during which vacation the employee will be off from work at least a minimum of forty (40) consecutive hours of vacation, excluding days off, the employee shall receive that paycheck in advance; provided, however, the employee has notified the City at least thirty (30) days in advance of the date of the payday falling within the employee's vacation.
- H) If an employee terminates employment for reasons other than discharge, is laid off, resigns with proper notice (two weeks), or in the event of death of employee, he or she will receive any unused vacation credit including that accrued in the current calendar year. A recalled employee who received credit at the time of lay off for the current year will have such credit deducted from his or her vacation the following year.
- I) Employees will be paid their current rate based on their regular scheduled day while on vacation and will receive credit for any benefits provided for in this agreement.
- J) Employees may accumulate one (1) week of their annual earned vacation.
- K) Vacation requests within each unit shall be acted upon on a first come first considered basis. Said requests shall be acted upon within ten (10) working days of the request. If two requests for the same period are received the same day, seniority shall prevail in the granting of either request.

### **SECTION NO. 30 - UNION BULLETIN BOARDS**

The Employer, upon request, will provide bulletin board space in each building that may be used by the Union for posting notices.

### **SECTION NO. 31 - RATES AND CLASSIFICATIONS - NEW POSITIONS**

When a new position is created and cannot be properly placed in an existing classification, the Employer will notify the Union prior to establishing a rate and classification structure. If the Union does not agree that the description and rate are proper, the issue shall be negotiated.

### **SECTION NO. 32 - JURY DUTY, COURT LEAVE**

- A) A full time employee who serves on jury duty will be paid the difference between his or her pay for jury duty and his or her regular pay. Employees who are dismissed early from jury duty shall be required to report back to work.
- B) Any employee, who is subpoenaed to appear in Court, as a direct result of their employment, shall not lose pay, vacation or absent time for such appearance in Court.

### **SECTION NO. 33 - WORKER'S COMPENSATION - ON THE JOB INJURY POLICY**

- A) Each employee will be covered by the applicable Worker's Compensation Laws. Any employee who becomes injured because of the performance of his or her duties should report that injury immediately to his or her immediate supervisor. If necessary, the employee should report to a physician.
- B) If the employee suffers lost time because of the injury received at work, Workers' Compensation will be paid in accordance with the provisions of the Workers' Compensation Act of the State of Michigan.
- C) In addition, such employee will receive supplemental compensation equal to the difference between eighty percent (80%) of the employee's normal gross pay and the above Worker's Compensation. Supplemental compensation payments will normally be continued for a maximum of twenty-six (26) weeks.
- D) Any request for extension beyond twenty-six (26) weeks may be considered a subject for a special conference as provided for in Section 7.

### **SECTION NO. 34 – HEALTH CARE & MAINTENANCE BENEFITS**

- A) For the duration of this agreement, and within the terms as set forth within the policy and riders of the provider, or within the terms of this agreement, and except as limited or restricted by 2011 PA 152, the Employer agrees to provide for and pay the premiums for all eligible full time employees and the employee's immediate family, or retirees under the provisions set forth within subsection "G", the current health care and maintenance benefits.

The Employer may search for and change to a replacement Health Care Benefit Plan and provider if deemed necessary for cost savings to both the employer and/or employees. The change in Benefit Plans/Providers must remain substantially equivalent to the current existing plan(s). Prior to any change in benefits the Employer shall inform the Union and provide all proposed changes for the Union's review. Current plan summaries shall be attached as Appendix (A) Medical, Hospitalization; Appendix (B) Dental; Appendix (C) Vision; Appendix (D) Prescription (if applicable).

- ~~B) To the extent the plan provider permits, the Employer will reimburse the employee for the co-pay amount for medical and prescription coverage (\$10.00 for office calls, \$10/\$20 for prescriptions), to the extent such co-pays are incurred by the employee and/or his or her immediate family so covered by the Plan, up to a maximum of Two-Hundred and Fifty (\$250) Dollars per contract year, per employee. Reimbursement is only for those costs incurred within the contract year. Reimbursement shall be subject to employee submission of [a] paid receipt [s] indicating the name of the provider, the name of the patient, a date and description of the service provided, and the amount paid by the employee. Payments will be made once annually, receipts to be held by the employee and submitted no later than June 30<sup>th</sup> of the contract year in which they were incurred.~~
- C) If an employee is unable to work due to illness or injury covered by the Employer's Worker's Compensation or Sick and Accident Insurance Program, the Employer agrees to continue to pay and provide for benefits as defined pursuant to each Paragraph of this Section, for a six (6) month period.
- D) Medical, dental and vision insurance benefits shall be available to all new hire, full-time employees; however, costs for these benefits shall be the responsibility of the employee for the first 90 days of employment. Should an employee elect to forego coverage for the first 90 days of employment, he or she may enter the program as provided for in this section commencing on the 91st day of employment, pursuant to provider rules.
- E) Each full time seniority employee may, at such employee's option, elect to purchase at the employee's cost a sponsored dependent rider on such terms and conditions and at such coverage levels as are established from time to time by Blue Care Network, the provider of such coverage. The receipt of such benefits by a seniority employee is subject to the following conditions:
1. That such sponsored dependent coverage is available.
  2. The days on which such sign up is permitted are those established by the provider or providers of such benefits.
  3. On or before the day in which the employee signs up for such benefit, such employee shall pay to the Employer a sum equal to two (2) months premiums for said coverage.
  4. After signing up for such benefits, the employee shall thereafter pay to the Employer a monthly premium for such coverage as established by the provider or providers of such benefits. Said monthly premium shall be paid on or before the first day of the

month following the sign up day and shall be paid on or before the first day of each month thereafter.

5. The employee shall, in addition, be liable for and pay any other costs or expenses charged to the Employer by any provider in connection with the provision of such sponsored dependent rider and, upon presentation of a bill therefore, shall pay same within ten (10) days of the date thereof.
6. If the Employer has not received from the employee any sum due as provided in subsections 1 through 5 above, the City Manager shall forthwith terminate such benefit for such employee and shall advise the employee of such termination. Any sum due to the Employer as of such date shall be paid by the employee forthwith.

F) Cash Opt-Out Option. An eligible full time employee, upon written request to the City Manager, may elect not to participate in the health, prescription, dental and vision insurance package currently offered to employees in the bargaining unit. In the event health and prescription are not elected, those employees who elect not to participate shall be paid the sum of Two Hundred Fifty Dollars (\$250) for each calendar month the employee does not participate. If an eligible employee wishes to opt back into the Plan, he or she may do so on the terms as determined by the insurance provider. Any partial month shall be prorated.

G) Retiring Employees. For Full Time Employees hired prior to January 1, 2006, the Employer will pay a total maximum of Four-Hundred Forty-Six (\$446) into the Employer sponsored Health Care Savings Plan (subject to rules and policies of the Municipal Employees Retirement System) or make the same contribution to the monthly cumulative premium for insurance coverage(s) as defined within this section, Section 37, subsection "A", 1 through 5, for members of the bargaining unit who retire within the term of this agreement in addition to the person who is such retiree's spouse at the time of said retiree's retirement, but only during such time as said person remains said retiree's spouse. Any and all differences in coverage selected, and any and all future increase in premiums after retirement must be paid by the retiree. Such coverage will be provided for the retiree commencing on the date of the retiree's retirement, provided the retiree has thirty (30) years credited service with the Employer and is in the City's MMERS or Defined Contribution retirement plan and has attained the age of fifty-five (55) years, or, has 30 years of credited service with the Employer and in the City's MMERS retirement Plan and meets the criteria for MMERS Disability Retirement as determined under the provisions of the MMERS Disability retirement plan. Such coverage will continue until the earlier of: (1) the month said retiree attains the age of sixty-five (65) years; or (2) the death of such retiree. No coverage will be provided, however, for a spouse who is eligible for Medicare benefits.

If the retired employee becomes employed by another employer, and is eligible for medical coverage, the retired employee must accept such coverage in lieu of retirement coverage provided by the Employer. If, or when, the retired employee elects to terminate this employment, he or she would again become eligible for coverage relative to this agreement and according to rules set forth pursuant to this Section, or by the Employer's provider. If the retired employee should retire again, and medical coverage is offered, the

retired employee must accept this coverage in lieu of coverage offered by the Employer. The Employer retains the right to verify employment and the availability of medical insurance.

Full Time Employees hired prior to January 1, 2006 shall be provided a health care savings plan, into which the city will deposit \$200 the 1<sup>st</sup> of each month, beginning the month in which said employee attains the age of sixty-five (65). Such contribution shall cease immediately following the death of the employee.

All Active Full Time Employees shall be provided with a health care savings plan, into which the Employer shall deposit \$50 per month for each month the active employee serves. These funds will be available to the employee after separation for any reason, with no vesting period.

### **SECTION NO. 35 - LIFE INSURANCE COVERAGE**

- A) The Employer agrees to pay the full premium of term life insurance plan for each full time, eligible seniority employee, face value of \$20,000 and a double indemnity provision.
- B) The parties agree that the Employer shall not pay for or be held liable for any life insurance premiums or benefits for any person upon retirement. The retiree may, if permitted by the insurance provider, arrange to continue such life insurance coverage after retirement at such retiree's sole expense, and the retiree shall hold the Employer harmless from any and all claims that may arise from either failure of the provider to allow such continuation, or the cancellation of such benefit.
- C) The Employer agrees to pay, pursuant to Paragraph A and B above, life insurance premiums for each month the seniority employee is actively at work. If the employee is unable to work due to illness or injury covered by Workman's Compensation insurance or the sick and accident insurance program in Section 20, the Employer agrees to continue to pay such premium for (6) months.
- D) Life insurance benefits shall be effective the first (1<sup>st</sup>) day of the agreement.

### **SECTION NO. 36 - EQUALIZATION OF OVERTIME HOURS**

- A) Each full time bargaining unit employee of the Department of Public Services shall be scheduled seven days of standby beginning at 8:00 A.M. Monday through 7:59 A.M. the following Monday. During the seven day period of time, such bargaining unit employee shall be the first employee called if overtime work is needed.
- B) Initial scheduling of bargaining unit employees in the standby rotation schedule shall be in accordance with seniority, starting with the highest seniority person. From and after the initial seven-day standby schedule, the schedule shall rotate among bargaining unit employees in the same order as the original schedule.
- C) The name of new employees shall be inserted into the standby rotation schedule, when qualified to perform the work, the first week following the lowest seniority employee who is on the standby list and has completed their seven-day standby period.

- D) When more than one bargaining unit employee is required for overtime work, the Employer shall call in the next employee on the standby rotation schedule.

### **SECTION NO. 37 - RETIREMENT PROGRAMS**

- A) Full Time Seniority Employees of the bargaining unit hired prior to July 1, 1997 shall be entitled to the following defined benefit retirement plan:
- 1) Defined Benefit Retirement Plan B-2 with F-55/30 rider, contracted by the Employer with the Michigan Municipal Employees Retirement System (MMERS); a copy of said MMERS contract will be kept on file in the City Clerk's Office.
  - 2) For the term of this agreement, employees who are participating in the defined benefit retirement program shall make contributions to the retirement plan at the rate of 2% of the bi-weekly gross wages, said contribution to be deducted by the Employer from the employees pay and forwarded by the employer to MMERS. The remaining contribution required to fund said retirement plan shall be made by the Employer.
- A) Full time seniority employees of the bargaining unit who were hired on or after July 1, 1997 shall not be participants in the defined benefit plan, but shall participate in the following defined contribution plan:
- 1) Defined Contribution Retirement Plan as contracted by the Employer with the International City Manager's Association (ICMA), a copy of said contract to be kept on file in the City Clerks Office.
  - 2) ~~The Employer's shall contribution contribute 5% of the employee participant's gross bi-weekly wages. The Employer shall also match an additional 1% for each 2% the employee contributes, up to a total Employer contribution of 7%. to said plan shall be equal to and no greater than 5% of the employee participant's gross bi-weekly wages.~~
  - 3) The Employer's contribution to the defined contribution plan for full time seniority employees referred to in sub-paragraphs B-1 above, shall become vested on behalf of the employee participant in accordance with the following schedule:

(a) Less than 1 year completed service:	0% vested
(b) After 1 year, but less than 2 years completed service:	20% vested
(c) After 2 years, but less than 3 years completed service:	40% vested
(d) After 3 years, but less than 4 years completed service:	60% vested
(e) After 4 years, but less than 5 years completed service:	80% vested
(f) After 5 years completed service:	100% vested
  - 4) Employees enrolled in the Defined Contribution Plan may make voluntary contributions to said plan by payroll deduction in accordance with the terms set forth by the plan's policy.

### **SECTION NO. 38 - RATES OF CLASSIFICATIONS**

- A) From July 1<sup>st</sup> of each of the following years, the hourly rate for full time employee classifications listed below, for employees hired prior to January 1, 2006, shall be as follows:

[Changes for this table are not shown due to the resulting complexity of the table.](#)

Group #	Classification	Current:	7-1-16 Hourly Rate (+0%)	7-1-17 Hourly Rate (+0%)	7-1-18 Hourly Rate (+0%)
Group I	Public Service I:	\$22.7515	\$22.7515	\$22.7515	\$22.7515
	Public Ser Crew Leader:	\$23.3340	\$23.3340	\$23.3340	\$23.3340

- B) From July 1 of each of the following years, the hourly rate for the full time employee classifications listed below shall, for employees hired on or after July 1, 2006, be as follows:

Group #	Classification	Current:	7-1-16 Hourly Rate (+0%)	7-1-17 Hourly Rate (+1.5%)	7-1-18 Hourly Rate (+2%)
Group I	Public Service I:	\$18.3784		<a href="#">18.654</a>	<a href="#">19.027</a>
	Public Ser Crew Leader:	-			
Group II	Admin Assistant I:	\$16.6574		<a href="#">16.908</a>	<a href="#">17.247</a>
	Admin Assistant II:	\$14.3610		<a href="#">14.577</a>	<a href="#">14.869</a>

- C) From July 1 of each of the following years, the hourly rate for all part time employee classification listed below shall be as follows:

Group #	Classification	Current:	7-1-16 Hourly Rate (+0%)	7-1-17 Hourly Rate (+1.5%)	7-1-18 Hourly Rate (+2%)
I & II	All Part-Time	\$11.9138	11.9138	12.093	12.335

~~D) D)~~—The Employer is obligated to properly maintain the public water distribution system in accordance with the State of Michigan Public Health Department. As an incentive to Group I employees to ensure that the City remains current in its certifications for the water distribution system, merit incentives are offered to such employees. Group I employees may receive a yearly stipend of \$2,000 payable upon successful proof of completion of the State of Michigan Water S-2 Certification program. The stipend will be paid, upon proof of certification, in the month of January for the respective contract years.

~~D) E)~~ [Deputy Clerk: At each regular and special election of the city, the City Clerk shall choose to, on a rotational basis, engage an Admin Assistant I to fill the temporary position of Deputy Clerk. The city shall compensate this employee \\$600 for each election period served per the attached job description, in addition to any and all overtime hours worked. \(Description to be created by management\).](#)

### **SECTION NO. 39 - TEMPORARY EMPLOYMENT STATUS**

- A) With respect to the hiring of temporary employees, the Employer agrees that the number of temporary employees will not exceed seven (7) employees.

- B) The employment period of temporary employees shall not exceed one hundred twenty (120) days. An extension beyond one hundred ~~twenty-five~~ (125) days may be considered a subject for a special conference as provided for in Section 7.
- C) The Employer shall not make use of such temporary employees to deprive a full or part time employee of regularly assigned work.
- D) It is understood that the provisions of this agreement do not apply to these temporary employees.

#### **SECTION NO. 40 – UNIFORMS**

- A) Employees of Group I shall be provided, without cost to the employee, an appropriate number of uniforms and coveralls necessary for their work in the Department of Public Services.

#### **SECTION NO. 41 - STRIKE CLAUSE**

- A) The Union shall not authorize, sanction, condone, or participate in any strike action for the life of this agreement, as defined in Michigan Public Act No. 366 of 1947, as amended [MCL 423.201 et seq]
- B) The employees included within the bargaining unit shall not authorize, sanction, condone, or participate in any strike action during the life of this agreement. Upon compliance with the prohibitions contained herein the Employer agrees that it will not "lock-out" any employees.

#### **SECTION NO. 42 - DEFINITION OF PART TIME EMPLOYEES**

- A) Part-Time employees are defined as employees who are generally scheduled for twenty (20) or less hours a week and are not entitled to fringe benefits and/or seniority as outlined within. This does not hinder the Employer from working part-time employees up to forty (40) hours a week as needed. Part-time employees shall be represented by the union only for the purpose of negotiating wages, discharge or discipline, as outlined within by the Grievance Procedure. No other section of this agreement shall apply to part-time employees unless specifically addressed.
- B) In the event that a part-time employee is hired as a full-time employee, lateral entry at a higher pay scale than starting wages, and/or credit posted for seniority may be considered as a subject for a special conference as provided for in Section 7.
- C) If and when a part-time employee works over forty (40) hours a week or eight (8) hours in a day then they will be entitled to overtime pay at time and one-half their regular wage.
- D) The use of part-time employees by the Employer can not be used to erode the bargaining unit.

#### **SECTION NO. 43 - SEPARABILITY AND SAVINGS CLAUSE**

- A) If any section or subsection of the agreement or of any riders thereto should be held invalid by operation of law or by any Court of competent jurisdiction, or if compliance with or enforcement of any section or subsection should be restrained by such Court pending a final determination as to its validity, the remainder of this agreement and any rider thereto, or the application of such section or subsection to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.
- B) If any section or subsection is held invalid or enforcement of or compliance with which has been restrained, as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations, for the purpose of arriving at a mutually satisfactory replacement for such section or subsection during the period of invalidity or restraint.
- C) If the parties do not agree on a mutually satisfactory replacement, then this matter shall be a proper subject for the final step of the grievance procedure as set forth in Section 8(D).

**SECTION NO. 44 - DRIVER'S LICENSE**

- A) All-Full time employees of Group I, ~~both full and part-time,~~ shall be required to have a valid commercial driver's license with a "Group B" designation as required by the State of Michigan. An employee who is assigned exclusively to janitorial services is not required to have such license, but said employee shall maintain a valid Michigan operator's license.
- B) If a full-time employee is unable to meet the requirements of any State of Michigan driver licensing certification, as required by subsection (A), above, within a reasonable period of time, the employer and the union shall meet to decide if there is a job assignment the employee could perform.
- C) The Employer shall pay the cost of obtaining a commercial driver's license, as discussed in paragraph A above, provided, the employee shows evidence of a valid license and a paid receipt.

**SECTION NO. 45- MAINTENANCE OF STANDARDS**

- A) The Employer and the Union agree that all conditions of employment in its individual operation relating to general working conditions and other conditions of employment, including wages and hours of work, as contained in this agreement, shall be maintained at not less than the highest standards in effect at the time of the signing of this agreement.
- B) It is agreed that the provision of this section shall not apply to inadvertent or bona fide errors made by the Employer or the Union in applying the terms and conditions of this agreement, if such errors are corrected within thirty (30) days from the date of error.

- C) The Employer shall be bound by any voluntary act on its part which exceeds the terms of this agreement.
- D) Any disagreement between the Union and the Employer with respect of this matter shall be a proper subject for the second step of the grievance procedure.

**SECTION NO. 46 – SUCCESSOR CLAUSE**

This Agreement shall be binding upon the successors and assignees of the parties hereto, and no provisions, terms or obligations herein contained shall be affected, modified, altered, or changed to the detriment of the other party in any respect whatsoever by the consolidation, merger, sale, transfer, lease, or assignment of either party hereto, or affected, modified, altered, or changed in any respect whatsoever by a change of any kind of the ownership or management of either party hereto of any separable, independent segment of either party.

**SECTION NO. 47 - EXPIRATION**

- A) This agreement shall continue in full force and effect until midnight, June 30, 2016.
- B) If either party wishes to terminate this agreement, or modify or amend any section or subsection thereof, then notice to that effect shall be given in writing to the other party no less than sixty (60) days prior to the date of this agreement. The modification or amendment of any specific section or subsection shall not affect the remainder of this agreement.
- C) If no notice of termination or modification is given by either party as provided for herein, then this agreement shall automatically continue in full force and effect from year to year.

***(Signature Page Follows)***

**IN WITNESS WHEREOF** the parties hereto have caused this instrument to be executed on the date and year first above written.

**CITY OF SWARTZ CREEK, MICHIGAN**  
**A Municipal Corporation**

**A.F.S.C.M.E**  
**Council No. 25, Local Union No.**

\_\_\_\_\_  
**DAVID KRUEGER**, Mayor

\_\_\_\_\_  
**LORI GREYERBIEHL**, Council 25  
Staff Representative

\_\_\_\_\_  
**CONNIE ESKEW**, City Clerk

\_\_\_\_\_  
**DAVID WRIGHT**, Bargaining Team

\_\_\_\_\_  
**AMY NICHOLS**, Bargaining Team

APPROVED AS TO FORM  
Richard J. Figura, City Attorney

# **APPENDIX “A”**

## **Medical & Hospitalization**

# APPENDIX “B”

## Dental

# APPENDIX “C”

## Vision

# APPENDIX “D”

## Prescription

*(Not Applicable, Included With Medical & Hospitalization)*

**CITY OF SWARTZ CREEK  
SWARTZ CREEK, MICHIGAN  
STREET PROJECT SELECTION COMMITTEE  
MINTUES OF JUNE 21, 2016**

Meeting called to order at 5:30 p.m.

Members Present: Dennis Cramer, Lou Fluery, Rae Lynn Hicks, David Krueger, Dennis Pinkston, Steve Long, Steve Shumaker, & Adam Zettel

Members Absent: None

Others Present: Tom Svrcek

APPROVAL OF AGENDA: Motion by Hicks to approve the agenda, supported by Shumaker. Motion carried.

APPROVAL OF MINUTES: No Minutes.

MEETING OPEN TO THE PUBLIC: No comments.

Discussion: The committee desired to nominate a Chair and Vice-Chair to run meetings.

Nomination by Krueger to select Mr. Pinkston to the position of Chair.  
Nomination supported by all members, nomination carried.

Nomination by Hicks to select Mr. Long to the position of Vice-Chair.  
Nomination supported by two members, nomination failed.

Nomination by Shumaker to select Mr. Cramer to the position of Vice-Chair.  
Nomination supported by three members, nomination carried.

There was no objection to having Mr. Zettel would take notes and create minutes.

The commission discussed the current street projects. It was recommended that staff create a press release or similar communication to inform residents of the ongoing street repair efforts, including special notices to property owners of future reconstructions that explain their repair more thoroughly.

Discussion ensued regarding the desire of the city council to get a recommendation on the 2017 projects by August, as well as an additional 2-3 year outlook on priorities. Mr. Zettel explained that total street revenues that are expected to be dedicated to street engineering and construction should be about \$850,000 per year. He indicated there may be this much available savings for 2017 projects as well. Lastly, it was expressed that the city could borrow up to \$2

Million from the state to spend on the street repairs and related water line reconstruction. The water department has surplus fund balance of about \$1.2 Million.

With this information, the committee discussed the merits of borrowing versus not borrow (inflation, interest, maintenance, lower bids/costs). They also discussed the ability to complete differing amounts of work in one construction season and how closing combinations of streets can impact access. The committee also considered the timing of phase one projects based upon ongoing road deterioration, specifically on Birchcrest, Abbey, and Ingalls.

It was decided that the committee and engineer would assess those streets above that are noted for rehabilitation and make a recommendation on whether or not the rehabilitation needs to be performed in 2017 or after.

The committee did not make any determinations on street priorities. However, there was consensus that Worchester, being engineered already, would be the highest priority.

The next meeting was set for June 28, 2016 at 5:30 p.m. in the Paul D. Bueche Municipal Building.

Adjourned at 6:45 p.m.