

6/30/96

AGREEMENT

CITY OF ESCANABA

AND

LOCAL 979, INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

July 1, 1993 to June 30, 1996

*Escanaba, City of*

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## AGREEMENT

### ARTICLE 1

This agreement made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_ between the City of Escanaba (hereinafter referred to as the "EMPLOYER") and Local 979, International Brotherhood of Electrical Workers (hereinafter referred to as the "UNION").

(NOTE: The headings used in this Agreement and exhibits neither add to nor subtract from the meaning, but are for reference only.)

### PURPOSE AND INTENT

The general purpose of this Agreement is to set forth terms and conditions of employment and to promote orderly and peaceful labor relations for the mutual interest of the Employer, the Employees and the Union.

The parties recognize that the interest of the community and the job security of the employees depend upon the Employer's success in establishing efficient, economical service to the community.

To these ends, the Employer and the Union encourage to the fullest degree, friendly and cooperative relations between the respective representatives at all levels and among all employees.

### ARTICLE 2

#### RECOGNITION - EMPLOYEES COVERED

- (a) Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of Michigan of 1965, as amended (otherwise referred to as the Public Employee's Relations Act of 1965), the Employer does hereby recognize the Union as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment covered by this Agreement for the term of the Agreement for all employees of the Employer as described herein.
- (b) The bargaining unit covered by this Agreement is hereby set forth as all employees of the Escanaba Municipal Electric Department, except supervisory, clerical and janitorial personnel.
- (c) The above recognition clause shall be construed to apply to employees and not to work. The City shall have the right to sub-contract and contract out work only when it will not result in lost time for department personnel.
- (d) The Union shall be responsible for furnishing the City with a list of stewards and the names of the bargaining committee and the City will deal only with the representatives



as designated on the list in all matters covered by this Agreement. The Union shall furnish a new list of authorized representatives every time the representation is changed.

### ARTICLE 3

#### RESPONSIBILITY AND RIGHTS

- (a) It is the intent of the parties to bind the Union and all local and international officers and representatives of the Union, and all employees as defined in Article II hereof, and the City, its officers and representatives to observe and adhere to the terms of this contract.
- (b) The Union enters into this Agreement with the objective of achieving the highest level of employee performance and efficiency consistent with safety, good health, and sustained effort, and agrees that the Union, its agents and members will not take, authorize or condone any action which interferes with the attainment of such objective.
- (c) The City will not interfere with the rights of its employees to become members of the Union. There shall be no discrimination, interference, restraint or coercion by the City or any of its agents against any employee because of membership in the Union. The Union agrees that neither it, nor any of its officers or members, will illegally engage in any Union activity on City time, or on property of the City, in any manner which shall interfere or tend to interfere with the City's operations.
- (d) Except to the extent expressly abridged by a specific provision of this Agreement, the City reserves and retains, solely and exclusively, all of its Common Law rights to manage the business, as such rights existed prior to the execution of this, or any other previous agreement with the Union or any other union. The sole and exclusive rights of management which are not abridged by this Agreement, shall include but are not limited to its rights to determine the existence or non-existence of facts which are the basis of a management decision, to determine prices of services, extent of services and methods of financing, to drop a service, contract a service when such contracting will not result in lost time for departmental personnel, or any part thereof, free of the liabilities of this Agreement; to establish or continue policies, practices and procedures for the conduct of the business, and from time to time, to change or abolish such policies, practices, or procedures; the right to determine and from time to time to redetermine the number, location, relocation and types of its operations and the methods, processes and materials and services to be employed; to discontinue services process or operations or to discontinue their performance by employees of the City; to determine the number of hours per day or per week operations shall be carried on; to select and to determine the number and types of employees required; to assign work to such employees in accordance with the requirements determined by management, to establish and change work schedules and assignments; to transfer, promote or demote employees or to lay off, terminate, or otherwise relieve employees from duty for lack of work or other legitimate reasons, to determine the facts relating to lack of work; to make and enforce reasonable rules for the maintenance of discipline; to suspend, discharge, or otherwise discipline employees for cause, and otherwise to take such measures as



management may determine to be necessary for the orderly, efficient and economical operation of the City.

- (e) This Agreement does not in any way abridge the right and responsibility of the citizens of Escanaba, acting either through their elected representatives, or as a group, or singularly from reflecting their will and ideas relative to City policy, administration and financing as set forth in the City Charter and the Michigan Home Rule Act; said rights and responsibilities of the citizens shall not be subordinate to the terms of the Agreement.

#### ARTICLE 4

##### UNION SECURITY

- (a) Membership in the Union is not compulsory. It is hereby acknowledged that all employees have the right to join and maintain membership in the Union; however, neither party shall discriminate against any employee on the basis of membership or non-membership in the Union.
- (b) All employees in the bargaining unit governed by this Agreement shall as a condition of continued employment, pay to the Union such initiation fees and regular union dues as may, from time to time, be approved by the membership of the Union, or an amount of money equal to such initiation fee and regular union dues. All new employees hired in classifications covered by the terms and provisions of this Agreement, and within the bargaining unit defined herein, shall commence payment of such fees and/or such dues thirty-one (31) days from the date of employment.

#### ARTICLE 5

##### UNION MEMBERSHIP

- (a) During the period of time covered by this Agreement, the Employer agrees to deduct from the pay of any employee all dues and/or initiation fees of the Union or amounts equivalent thereto, and pay such amounts deducted to said Union, provided, however, that the Union presents to the Employer written authorization signed by such employee allowing such deductions and payments to the local Union.
- (b) The Union will annually furnish the Employer with a list of all Union members and will keep the list updated during the year, as the membership changes.
- (c) The authorized form for payroll deductions will be identical to Addendum #1.
- (d) 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 local Union, and if not resolved, may be decided at the final step of the grievance procedure.



## ARTICLE 6

### SICK LEAVE, LEAVE OF ABSENCE, EMERGENCY LEAVE, MILITARY LEAVE, JURY DUTY

- (a) Sick leave will be accrued for all full-time employees at a rate of eight (8) hours per employee, per calendar month, during the term of this Agreement.
- (b) It shall be the responsibility of the Employer to maintain the sick leave records and it shall be the responsibility of the employee to verify their records and notify the City if a discrepancy is noted.
- (c) An employee who has not served a full year between the time of entering the City service and the anniversary date for sick leave, which is January 1 of each year, shall be entitled to sick leave for that portion of the year worked, but may not take such leave until after he has served six months (may take only accrued time).
- (d) Employees retiring from the City's service under the City's retirement plan will be compensated for unused, accumulated sick leave in accordance with the following formula:

All unused sick leave accumulated over and above 720 hours shall be paid at one-half (1/2) of the employee's hourly rate at the last day worked, not to exceed \$1,000.
- (e) Employees will not qualify for pay for unused sick leave under the following circumstances:
  - (1) Discharge from City employment due to misconduct or malfeasance.
  - (2) Voluntary termination of employment, prior to qualifying under the provisions of the Michigan Employees' Retirement System.
  - (3) Lay off (under the provisions contained herein) before employee qualifies under the Michigan Employees' Retirement System.
- (f) Each department head will be responsible for approving sick leave, and he may do so only for valid reason and after an employee informs him of his intention not to report for work. (Unless the employee is hospitalized, he will be responsible for notifying the department head on the first day of his intended absence. After three days, the employee must furnish doctor's certificate.)
- (g) Employees may use up to six (6) days of their accumulated sick leave per calendar year for illness to members of their family. Family leave shall be defined as an immediate, imperative, serious situation occurring without forewarning to the employee.



Family shall be defined as spouse and children of employee. Employees shall be responsible for notifying the department head when using sick leave for this reason. This leave shall be deducted from employee's sick leave.

- (h) Funeral leave will be granted in the event of a death in the immediate family; the immediate family being defined as follows: Spouse, Mother and Father of Spouse, Mother and Step-mother of Employee, Father and Step-father of Employee, Children of employee, Step-children of Employee; Brother of Employee, Sister of Employee, Sister-in-Law, Brother-in-Law, Grandmother, Grandfather, Son-in-Law, Daughter-in-Law, and Grandchildren of the Employee.
- (i) Funeral leave will not extend more than four (4) days, including and consecutive with the first day off and including weekend and holidays. Provisions for taking such emergency leave must be approved by the Employee's department head. Funeral leave will not be deducted from an employee's sick leave.
- (j) Time off with pay may be granted by the City Manager for funerals of more distant relatives if the time can be made up at a later date.
- (k) Leave of absence may be obtained with the written permission of the City manager for a period not to exceed one year. The decision will be based on the value of the employee to the City, departmental needs and the purpose of the request.
- (l) Limited leave or time off without pay may be granted by the department head if such approval will not impair the efficiency of the department and providing such leave will not exceed 40 working hours.
- (m) Military leave shall be granted according to applicable State and Federal laws.
- (n) National Guard Field Training will be paid at a rate to be computed as follows:  
  
National Guard pay at the rate of five (5) days a week; Plus - difference between the National Guard daily rate and regular City rate based on standard 40 hours work week.
- (o) Employee will be excused from work for jury duty and will be compensated at the regular rate of pay less the amount received for serving on the jury for hours spent on jury duty during the employee's regular working hours. The above provision will not be applicable during the times of emergency as may be designated by the department head. The employee may choose to take annual leave if he so desires and retain all of his jury duty pay.



## ARTICLE 7

### SENIORITY

- (a) Seniority shall be defined for the purpose of this Agreement as the net credited service of the employee. Net credited service shall mean continuous employment with the City beginning with the date and hour on which the employee began to work after last being hired, less deductions for leave of absence or unauthorized absences; plus paid sick time, workers compensation time off, plus Armed Forces Service.
- (b) New employees will be considered probationary employees for a period of not less than six (6) months from the date of permanent employment. An employee may be terminated at any time during the trial service period by the appointing authority without the right of appeal or a hearing.
- (c) An employee's probation may be extended for another (consecutive) period of six (6) months after review and decision by joint bargaining committee and in such cases the provisions of paragraph (a) above will apply throughout this extended period.
- (d) Employees laid off without misconduct on their part and who make a request in writing within two years after separation from the service shall have their names placed on either or both a general reemployment or departmental reemployment list, depending upon the request. The rank of such employees on the list shall be determined by a combined rating giving equal consideration to efficiency as demonstrated on the job and the length of service with the City. The eligibility of all candidates on reemployment lists shall expire two years from the date of their separation from the service; renewal of reemployment eligibility shall be on a year-to-year basis and must be requested in writing by candidates before expiration of their current eligibility. In cases where an employee is separated because of a job-related disability, and a financial settlement is reached between the City and the disabled employee, that person shall not be eligible for inclusion on any reemployment list.
- (e) Seniority shall be figured on a departmental basis
- (f) The employer will post departmental seniority lists annually.
- (g) An employee shall lose his seniority for the following reasons only:
  - (1) He quits.
  - (2) He is discharged and the discharge is not reversed through the procedure set forth in this Agreement.



- (3) He is absent for three (3) consecutive working days without notifying the Employer. The Employer will send written notification to the employee at his last known address that he has lost his seniority and his employment has been terminated. If the disposition made of any such case is not satisfactory, the matter may be referred to the grievance procedure.
- (4) If he does not return to work when recalled from layoff as set forth in the recall procedure.
- (h) An employee who is injured on duty shall continue to accumulate seniority during his absence due to such injury and shall be reinstated upon recovery to his former position with full seniority rights, provided he is physically qualified to return to work. It is understood that when such an employee returns to work, the regular rules of seniority for layoff, as set forth in ARTICLE 7 above, will prevail for those men below him on the seniority list unless otherwise mutually agreed between the City and the Union.
- (i) Seniority shall be a factor for consideration in selecting an employee for promotion in any department. The other two factors shall be ability and qualifications.
- (j) Employees assigned to vacancies or new positions will be given a reasonable opportunity not to exceed six (6) months, to demonstrate their qualifications and ability to fill such vacancies or positions. If the employee is unable to qualify for the new position, he shall be returned to his original classification with no loss of seniority in the original classification.

## ARTICLE 8

### GRIEVANCE PROCEDURES

- (a) Grievances within the meaning of the grievance procedure and of this arbitration clause shall consist only of disputes about the interpretation or application of particular clauses of this Agreement and under no circumstances will grievances be brought up as matters for negotiation.
- (b) In the event that a satisfactory adjustment cannot be reached between the parties to this Agreement, the matter in dispute shall be submitted to a Board of Arbitration which shall consist of three (3) members and be selected in the following manner: Each party to this Agreement shall select one (1) member of the Board of Arbitration within five (5) days after failure to settle the question or questions in dispute. The third member of the Board of Arbitration shall be selected by the first two members. In the event the two members of the Board of Arbitration fail to select the third member of the Board within five (5) days, they shall request the American Arbitration Association to appoint such third member of the Board; both parties to be bound by the appointment made. Each party



shall bear the expense of its representation. The expense of the Arbitration shall be equally divided between the Union and the City. There shall be no suspension or refusal to handle work during negotiations or arbitration. The decision of a majority of the arbitrators shall be final and binding.

- (c) The Board of Arbitration shall have no power to add to or subtract from or modify any of the terms of this Agreement.
- (d) A Grievance Committee composed of three (3) members of the employee's group and the business manager shall be selected by a majority of the employees. The City agrees to negotiate with the Grievance Committee as the representatives of the employees.
- (e) Grievances with respect to matters of transfer, promotions, demotions, discipline, layoffs or discharges shall be presented to the City in writing within five (5) days from the date of such transfer, promotion, demotion, discipline, layoff or discharge. If such notice in writing is not given to the company within five (5) working days of the occurrence of the facts upon which such complaint is based, then it shall be deemed waived and abandoned and shall not thereafter form the basis of a grievance between the parties hereto.
- (f) An employee may present a grievance as follows:

Step 1 Employee may talk with his steward or directly with his foreman during his shift. The steward and/or employee may then discuss the grievance with the foreman in charge. The foreman upon receiving a grievance shall have one (1) day in which to submit his answer orally.

Step 2 The employee will report to the Grievance Committee if the first step does not satisfy the grievance. The Grievance Committee will, within seven (7) days of the receipt of the grievance report, judge the validity of the grievance and report in writing to the Employer, requesting a meeting with the Personnel Director if the employee's request is valid in the judgement of the Grievance Committee.

Step 3 Within seven (7) days after receipt of the grievance report, the Personnel Director will either call a meeting of the Grievance Committee and attempt to resolve the issue, or report in writing back to the Grievance Committee the action that he has taken to resolve the grievance.

Step 4 The Grievance Committee may report in writing immediately to the City Manager if the grievance is not resolved to their satisfaction. The City Manager will reply within three (3) days, either requesting a meeting with the Grievance Committee or notifying the Committee that he has selected a representative to the Board of Arbitration. If a meeting is agreed upon



and the grievance is not resolved, either party may initiate action to bring the grievance before the Board of Arbitration after a reasonable time.

Step 5 The Board of Arbitrators shall hear both sides of the grievance as submitted, and shall write a majority decision stating the reasoning on which their decision was based. This decision shall be final and binding on both parties.

- (g) The employer may bring issues before the Board of Arbitration if said issues cannot be resolved by meetings with the Grievance Committee, assuming that the same restrictions as to adjustable issues are applied to the Employer as to the employees.
- (h) Under no circumstances will services be stopped, slowed or otherwise impaired while the above procedures are underway.

## ARTICLE 9

### WAGES AND PAY DAYS

- (a) Annual increments shall take effect on the first day of each fiscal year. An apprentice appointed, promoted or reinstated prior to the first day of January in any fiscal year shall be eligible to receive an increment on the first day of the next succeeding fiscal year.

An apprentice appointed, promoted or reinstated on or after the first day of January in any fiscal year shall not be eligible to receive an increment until the first day of the second succeeding fiscal year.

No apprentice shall receive an increment which would result in his receiving an annual salary in excess of the maximum of the salary grade to which his position is allocated.

- (b) Upon completion of the approved apprenticeship of which at least half of this time was completed at the City of Escanaba Electric Department, a journeyman examination shall be given the applicant. If he passes this examination with a score of 85% or better, he will automatically be moved to the top journeyman rate.
- (c) The journeyman lineman's classification will consist of two (2) steps. The lower of the two journeyman steps will be used for journeymen new to the City's distribution system and those apprentices writing examinations of between 70% and 85%.
- (d) Apprentice lineman who fail the journeyman examination must wait at least six months before retaking the examination and an apprentice who fails the journeyman examination two consecutive times shall continue further employment at the discretion of the Superintendent of the Electric Department.



- (e) The line foreman classification will consist of two (2) steps. The lower step of line foreman will be used for the temporary foreman scale and is not to be effective unless a foreman will be on the job for one or more days. If he is to be acting foreman for more than one day, he will get the lower step foreman rate from the start of this temporary assignment.
- (f) See Addendum 2 for pay rates and increment steps.
- (g) The pay rates under this Agreement will be effective July 1, 1993 and will be paid in pay periods at the two-week intervals.

## ARTICLE 10

### HOLIDAY PAY

- (a) Holidays Defined:
  - (1) Full Holiday. When used herein, the term "full holiday" shall mean a full 24 hours, commencing at 12:00 midnight of the eve of the holiday and ending at 12:00 midnight of the night of the holiday.
  - (2) Half Holiday. When used herein, the term "half holiday" shall mean a period of 12 hours commencing at 12:00 noon of the holiday and ending at 12:00 midnight on the night of the holiday.
- (b) Employees shall receive no pay for holidays unless they work their scheduled work days preceding and succeeding such holiday providing, however, that if either of these two days is vacation time, sick leave, or an excused absence, it shall be excepted.

All hourly employees shall be entitled to pay for holidays subject to the conditions contained herein.

- (c) The following holidays will be recognized:

#### Full Holiday:

New Year's Day  
President's Day  
Memorial day  
Independence Day  
Labor Day  
Thanksgiving Day  
Day following Thanksgiving Day  
Christmas Day



Half Holidays:

Christmas Eve  
New Year's Eve  
Good Friday Afternoon

- (d) Employees working holidays will be compensated as follows:

Full Holiday:

Work during regular shift: Rate - Base rate X 1 1/2 for hours worked plus 8 hours holiday pay for full holiday.

Work other than during regular shift hours: Rate - Base rate X 2 1/2 X hours worked.

Half holiday: (as defined in Sec. (a) (2)).

Work during regular shift: 12:00 noon to 12:00 midnight - Rate - Base rate X 1 1/2 for hours worked during regular shift plus 4 hours holiday pay.

Work other than during regular shift hours: 12:00 noon to 12:00 midnight Rate - Base rate X 2 1/2 X hours worked.

ARTICLE 11

VACATIONS WITH PAY

- (a) Vacation leave with pay will be granted to all permanent full-time employees who have completed one year of service; said vacation to be credited to the employee on each anniversary date of City employment.
- (b) Vacation schedules are subject to approval of the department head who is charged with the responsibility of insuring that vacation time granted will not seriously impair the operation of his department.
- (c) Vacation will be granted on the following schedule:

<u>No of Yrs Service</u>	<u>Days of Vacation to be Granted</u>	<u>No of Yrs Service</u>	<u>Days of Vacation to be Granted</u>
1	5	16	20
2	10	17	20
3	10	18	20
4	10	19	20
5	10	20	21
6	10	21	22
7	10	22	23
8	15	23	24
9	15	24	25
10	15	25	25
11	15	26	25
12	16	27	25
13	17	28	25
14	18	29	25
15	19	30	30

- (d) Seniority, along with department personnel needs, will be the determining factors in apportioning vacation.
- (e) Pre-approved vacation schedules (see Sec. d) will be declared closed on specific dates as advertised by the department head and will no longer be subject to change because of seniority; however, such permission may be revoked by the department head when departmental needs dictate such action.
- (f) Employees terminating their City employment will be entitled to pay for the unused and accrued portion of their vacation leave to the last date of their employment. The last day of City employment is declared to be the last date on which an employee worked a full eight-hour shift.

**ARTICLE 12**

**HOURS OF WORK AND OVERTIME AND PREMIUM PAY**

- (a) The provisions of this article are intended to provide a base for determining the number of hours of work for which an employee shall be entitled to be paid at overtime rates and shall not be construed as a guarantee to such employee of any specified number of hours of work, either per day or per week, or as limiting the right of the City to fix the number of hours of work (including overtime) either per day or per week for such employee.
- (b) The standard week for computing pay will begin at 12:01 a.m. Monday and extend until Sunday, 12:00 midnight, 7 days hence.



- (c) Hourly employees working in excess of 5 days and 40 hours during a standard week will be paid at a rate of time and one-half of their regular hourly rates.
- (d) Hourly employees working over eight (8) hours in any one day will be paid at a rate of time and one-half of their regular hourly rate for the time worked over eight (8) hours.
- (e) The hours of work and specific shift assignment will be determined by the department head, posted on the bulletin board and will be adjusted when notice of change has been posted in advance. This applies only to the regular departmental hours and does not prohibit the department head from changing the hours of individual employees as the need arises.
- (f) A minimum of two hours at time and one-half shall be paid an employee who returns to duty after having been released from a regular day's work or on days other than this scheduled work days. An employee who answers an emergency call shall be considered as being on duty for the full two hours and another call within this two-hour period shall not entitle the employee to extra consideration beyond the time and one-half for actual time worked in excess of such two hours.
- (g) Scheduled overtime shall be posted a minimum of twenty-four (24) hours in advance.
- (h) Employees not scheduled to work on the day upon which a holiday falls will be paid a minimum of two hours at the holiday rate for responding to emergency calls. An employee scheduled to work on the day upon which a holiday falls, who is excused by reason of it being a holiday, shall be paid a minimum of two hours at time and one-half for responding to emergency calls during the regularly scheduled hours from which he was excused. A minimum of two hours at the holiday rate shall be paid such employee for responding to emergency calls before or after his regularly scheduled hours. When a holiday falls on Sunday and is celebrated on a Monday, the provisions for holiday emergency call back shall apply on both days.
- (i) Premium pay will be paid for employees working on any Sunday if the Sunday worked is within their regular work week schedule; said premium pay to be computed as follows:

Regular rate of pay plus one-half of this amount for hours worked. This premium rate is not to be figured on overtime pay or on any differential or other premium pay that might be over and above the regular rate of pay normally paid the employee.
- (j) Employees shall be allowed two rest periods of reasonable duration, one each morning and one each afternoon. This shall be taken as the work schedule permits.



## ARTICLE 13

### REDUCTION, DISCHARGE, SUSPENSION OR DEMOTION

The following may be considered just cause for reduction, suspension, discharge or demotion, although discharge, reduction, suspension or demotion may be made for other just causes. That the employee:

- (a) has been convicted of a felony or of a misdemeanor involving moral turpitude, or
- (b) has violated any of the provisions of this contract; or
- (c) has violated any lawful official regulation or order, or failed to obey any proper direction made and given by a superior; or
- (d) has been under the influence of intoxicants while on duty; or
- (e) has been guilty of insubordination while on duty, or of disgraceful conduct, whether such conduct occurred while on duty or off-duty; or
- (f) is offensive in his conduct or language in public, or towards the public, city officers, or employees, either on or off duty; or
- (g) has become afflicted with any disease or has any physical ailment or defect which, in the opinion of the department head, unfits him for City service; or
- (h) is incompetent or inefficient in the performance of the duties of his position; or
- (i) is careless or negligent with the moneys or other property of the City; or
- (j) has failed to pay or make reasonable provisions for future payment of his debts to such an extent that such failure shall be detrimental to his ability to perform his duties; or
- (k) has used or threatened to use, or attempted to use, personal or political influence in securing promotion, leave of absence, transfer, change of rate of pay, character of work; or
- (l) has induced, or has attempted to induce, an officer or employee in the service of the City to commit unlawful act or to act in violation of any lawful departmental or official regulation or order; or
- (m) has taken any fee, gift, or other valuable thing in the course of his work or in connection with it, for his personal use from any person, when such gift or other valuable thing is given in the hope or expectation of receiving a favor or better treatment than that accorded other persons; or
- (n) is absent from work without permission from department head or without valid reason.



## ARTICLE 14

### INSURANCE, HOSPITALIZATION, LIFE, DENTAL

- (a) The Employer agrees to pay the full premium of a hospitalization-medical-life insurance coverage group policy for the employee and family, including major medical (Plan B, Wisconsin Area Health Fund). The Escanaba Municipal Employees' Insurance Committee shall meet as it sees fit, and bring forward any recommendations for change in the group policy it may desire; but implementation of any Committee recommendation shall be contingent upon approval by the Employer and the Union. A Drug Rider will be offered, at the employee's option and expense.

The City of Escanaba further agrees that after a period of twelve (12) months from the effective date of the Wisconsin Area Health Fund insurance program implementation, the Wisconsin Area Health Fund, at its discretion, may increase the contribution required to maintain the existing benefits by up to 15% per employee, per month.

By the execution of this Agreement, the Employer binds himself and becomes party to the trust agreement establishing the Wisconsin Area Health Fund and authorized the Employer parties thereto to designate the Employer Trustees as provided under such agreement, hereby waiving all notice thereof and ratifying all actions already taken or to be taken by such Trustees within the scope of their authority.

The payments shall be made by check payable to Wisconsin Area Health Fund and directed to the bank as indicated on the monthly report form.

- (b) The Employer may change, amend, transfer or alter existing hospitalization, life or other insurance coverage, except that there shall be no reduction of any benefit without the mutual agreement of both the Employer and the Union.

The City agrees to pay the full premium for the current WAHF (Plan B), based on the Union's agreement to allow the City the option to re-open contract during the third year for purposes of reviewing the health insurance provisions only.

- (c) The Employer shall provide a Dental program for the employee and his family.

## ARTICLE 15

### WORKER'S COMPENSATION

- (a) All employees injured or incapacitated in the actual discharge of duty shall receive compensation and medical care, subject to the provisions of the Michigan Worker's Compensation Act. Subject to the limitations in sub-section (b), the City shall pay the regular salary of the injured employee, less the legal rate of compensation provided in the Worker's Compensation Act.



- (b) Such additional payment shall be known as Supplementary Worker's Compensation.

It shall apply:

- (1) From the date of injury and continue during the period of incapacity, but not to exceed more than six months of payment for any one personal injury.

It shall not apply:

- (1) In partial incapacity cases when an employee refuses to accept limited duties after certification for such duties by a physician.
- (2) When employment terminates, through death, retirement or other reasons.
- (3) When injury results from the employee's misconduct or negligence.
- (4) When the employee's injury claim is disputed by the City through lack of visual evidence or other reasonable proof.
- (5) To those employees with less than one year's service, provided however, that an employee having less than one year's continuous service may appeal to the Grievance Committee through normal grievance procedures.
- (c) The provisions in Section (a) and Section (b) are subject to the legal limitations as provided for in the Michigan Worker's Compensation Act as well as the City's authority to continue as a self-insured employer under Michigan Law.

## ARTICLE 16

### RETIREMENT

- (a) All employees will be covered by the Michigan Employees Retirement Plan; C-2, (B-1) Option Plan and contributions thereto will be in accordance with appropriate State law. Effective on the signing of this agreement, the employee's final average compensation will be computed on the highest 36 consecutive months earnings and divided by three (Fac-3 option). Effective June 1, 1995, the B-2 Retirement option plan will replace the C-2, B-1 plan.
- (b) All employees who have ten or more years of service and are eligible to retire with a pension, shall receive upon retirement, a wristwatch valued at an amount not to exceed \$150.00, including the cost of engraving.



- (c) Employees who have reached age 55 will be eligible for retirement bonus under the following schedule, upon retirement:

<u>Years of Service</u>	<u>Bonus Payment</u>
20	\$100
21	120
22	140
23	160
24	180
25	200
26	225
27	250
28	275
29	300
30	325
31	350
32	375
33	400
34	425
35	450
36	500
37	550
38	600 Maximum

- (d) Employees with 30 or more years of credited service and who are at least 55 years old will be eligible for full retirement pay through the Michigan Employees Retirement System.

## ARTICLE 17

### LONGEVITY PAY

- (a) After completing six full years of service as of November 1st, each employee receives annually, on the payday closest to December 1st, longevity pay computed as follows:

<u>Years of City Service</u>	<u>% of Base Salary</u>	<u>Not to Exceed</u>
After 6 years	1 1/4	\$100
After 12 years	2 1/2	200
After 18 years	3 3/4	300
After 24 years	5	400



## ARTICLE 18

### GENERAL PROVISIONS

- (a) In the event that a dispute arises regarding past practice or if it is mutually agreed by the parties to the Agreement that an omission in contract terminology is cause for a dispute, past Civil Service rules and procedures will serve as a common law basis for settling the dispute.
- (b) It is agreed by the parties to this Agreement that all Civil Service rules, regulations, rights or obligations are superseded by this Agreement and that this Agreement will be the basis by which all matters pertaining to wages, hours and working conditions will be determined.
- (c) For the purposes of job description and definition, the Civil Service classification plan will be utilized.
- (d) All existing Administrative Regulations governing City policy will remain in effect and future Administrative Regulations may from time to time be adopted. Said regulations are not to conflict with the provisions of this Agreement.
- (e) All employees who take and complete training courses that will benefit them in their work will, for the purpose of computing salary increments, be given credit for an additional year spent in that position occupied, provided that no increment will be allowed that will raise the salary beyond the maximum for the class, and further provided, that such credit will not be allowed unless the course is approved by the Personnel Officer.
- (f) No person in the City classified service or seeking admission thereto shall be appointed, demoted or removed, or be in anyway favored or discriminated against because of his political or religious opinions or affiliations or national origin.
- (g) All employees governed by this Agreement will maintain residence within the City limits of Escanaba.
- (h) If any Article or Section of this Agreement or any supplements thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal, the remainder of this Agreement and supplements shall not be affected thereby and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such Article or Section.
- (i) It shall be expressly understood by both parties that this contract may be revised, amended or otherwise altered to include new agreements, or effect changes in the existing contract language, when mutually agreed upon by the Union and the Employer.



- (j) It shall not be obligatory on either party, however, to reopen negotiations during the agreed upon three-year period for effectuation of this contract.
- (k) Both parties shall exchange written proposals with each other at the first (1st) meeting held to commence negotiations on a new contract.
- (l) Employees of the Electric Department will be entitled to meal allowances under the following conditions:
  - (1) Whenever an employee in the Electric Department works 2 1/2 hours past his regular shift in the evening, he is eligible for a dinner, not to exceed \$10.50.
  - (2) When an employee is called out in the morning between the hours of 4:00 and 9:00 a.m., he is eligible for breakfast not to exceed \$5.00
  - (3) When an employee works between the hours of 11:00 a.m. and 1:00 p.m., not in his regular shift, he is eligible for lunch, not to exceed \$6.50.
  - (4) The City will not pay for any alcoholic beverages, and all meals will be eaten on the employee's own time, except when an employee would lose time from his regular shift.
- (m) There shall be monthly safety meetings for all employees covered by this Agreement; said meetings to be attended by all personnel during the course of the regular work day.
- (n) Employees will be required to comply with the provision of the Michigan Commercial Drivers License requirements. Employees will be required to possess a valid drivers license and the appropriate endorsement (Group Designation) for the vehicle they are required to drive.

Fees for the renewal of the regular drivers license will be the responsibility of the employee. Any fees for required endorsements (designations) will be paid for by the employer.
- (o) Safety Shoes. All employees designated by the City will be required to wear approved safety toed shoes/boots at all times. To help defray the cost of this safety rule, the City will reimburse designated employees up to \$100.00 in the first year of the Contract upon evidence of the purchase of qualifying footwear. In all succeeding years, the City will pay 25% of qualifying purchases, not to exceed \$25.00 in any fiscal year.



**ARTICLE 19**

**TERM OF THIS AGREEMENT**

The provisions of the Agreement, and Addenda #1 and #2 thereto, shall become effective as of July 1, 1993. This Agreement shall continue in full force and effect until midnight June 30, 1996, and for successive annual periods thereafter unless, not more than one hundred and fifty (150) but at least one hundred twenty (120) days prior to the end of its original term or of any annual period thereafter, either party shall serve upon the other written notice that it desires termination, revision, modification, alteration, renegotiation, change or amendment, or any combination thereof, shall have the effect of terminating this Agreement in its entirety, on the expiration date in the same manner as a notice of desire to terminate unless, before such date of termination, all subjects of agreement proposed by either party have been disposed of by agreement or by withdrawal by the party proposing amendment.

In the event of any notice above referred to, the parties shall begin to hold negotiation meetings no later than ten (10) working days following the receipt of such notice.

IN WITNESS THEREOF, the parties hereto have caused their names to be subscribed by their duly authorized officers and representatives this 14 day of Jan, 1994.

CITY OF ESCANABA

*Rosalind E. Allen*

1/17/94  
Date

INTERNATIONAL BROTHERHOOD OF  
ELECTRICAL WORKERS LOCAL 979

*Gerald Smith*

1-14-94  
Date



ADDENDUM #1

Authorization for Representation and Payroll Deduction  
By the City of Escanaba for the  
International Brotherhood of Electrical Workers, Local 979

I hereby request and authorize the City of Escanaba to deduct from my earnings the Union membership initiation fee, assessment and once each month an amount established by the Union as monthly dues. If presently I am and remain a non-member, I request and authorize the City of Escanaba to deduct from my earnings a service fee equal in amount to the Union membership dues and all related assessments required for all members of the Bargaining Unit. The amount deducted shall be paid to the Treasurer of the Union; such payroll deductions will be authorized until written notice, by me, is furnished to the Employer.

I further agree to save the employer harmless against any and all claims, demands, suits or other forms of liability that might arise out of, or by reason of action taken, or not taken, by the City in complying with this authorization.

By \_\_\_\_\_  
(Print)      Last Name                      First Name                      Middle Initial

TO: CITY OF ESCANABA, CONTROLLER'S OFFICE

Date \_\_\_\_\_ Signed \_\_\_\_\_

Address \_\_\_\_\_

I concur in the above agreement and agree that the Union shall indemnify and save the City harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken or not taken by the City for the purpose of complying with any of the provisions of this Article, or in reliance on any list, notice or assignment furnished under any of the provisions of this Article.

Date \_\_\_\_\_  
Business Manager - IBEW Local 979



## ADDENDUM #2

Pay Rates July 1, 1993 to June 30, 1996

<u>Classification</u>	<u>Date Effective</u>	<u>1 90%</u>	<u>2 92.5%</u>	<u>3 97.5%</u>	<u>4 100%</u>
Apprentice Lineman	7/01/93	14.39	14.79	15.59	15.99
Equipment Operator	1/01/94	14.82	15.23	16.06	16.47
& Groundsman	7/01/94	15.12	15.54	16.38	16.80
	1/01/95	15.43	15.85	16.71	17.14
	7/01/95	15.73	16.17	17.04	17.48
	1/01/96	16.05	16.49	17.38	17.83
Journeyman/Lineman	7/01/93	15.59	16.02	16.89	17.32
Meter Mechanic	1/01/94	16.06	16.50	17.39	17.84
	7/01/94	16.38	16.84	17.75	18.20
	1/01/95	16.70	17.17	18.10	18.56
	7/01/95	17.04	17.51	18.46	18.93
	1/01/96	17.38	17.86	18.83	19.31
Foreman	7/01/93				18.02
	1/01/94				18.56
	7/01/94				18.93
	1/01/95				19.31
	7/01/95				19.70
	1/01/96				20.09
Temporary Foreman	7/01/93				17.88
	1/01/94				18.42
	7/01/94				18.79
	1/01/95				19.17
	7/01/95				19.55
	1/01/96				19.94
Electric Maintenance Person	12/06/93				14.00
	7/01/94				14.28
	1/01/95				14.57
	7/01/95				14.86
	1/01/96				15.16

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