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6/30/92

AGREEMENT

Between The

CITY OF BAY CITY, MI

and

UWUA LOCAL #541

*Bay City*

Regarding Terms of Employment, Wages, Hours and  
Rights of the Parties Hereto

Effective 7/1/89 - 6/30/92

LABOR AND INDUSTRIAL  
RELATIONS COLLECTION  
Michigan State University

U.W.U.A. LOCAL #541 BARGAINING AGREEMENT

(7/1/89 - 6/30/92)

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LOCAL #541 UTILITY WORKERS UNION OF AMERICA, AFL-CIO

ARTICLE 1 - PURPOSE OF AGREEMENT

This Agreement is made and entered into by and between the City of Bay City, Michigan, hereinafter referred to as the "City", and Local #541, Utility Workers Union of America, AFL-CIO, hereinafter referred to as the "bargaining unit", pursuant to Act 336 of the Michigan Public Acts of 1947, as amended.

The purpose of the Working Agreement between the City and the bargaining unit is to promote and ensure a spirit of mutual confidence, cooperation, economy and efficiency of operation; to set forth the general policy of the City on personnel and procedures; to establish uniform and equitable rates of pay and conditions of work; and, to provide a method for the redress of grievances as defined in this Agreement.

ARTICLE 2 - RECOGNITION

Section 1. Bargaining Units

A. Pursuant to and in accordance with all applicable provisions of Act 336 of the Michigan Public Acts of 1947, as amended, the City hereby recognizes the union as the sole and exclusive representatives for the purpose of collective bargaining with respect to wages, hours of employment, and terms and conditions of work for all employees with the following units and their classifications:

Unit I

All Supervisory employees, as certified on 5/23/80 by the Michigan Employment Relations Commission (Case No. R80E-240).

and

Unit II

All Administrative and Professional employees, as certified on 5/23/80 by the Michigan Employment Relations Commission (Case No. R80E-240).

B. Classifications created subsequent to approval of this Agreement where the functions, duties and scope of responsibility for the position would be of a nature similar to the functions, duties and scope of responsibility of the positions listed in Section 1-A will be subject to negotiations for inclusion in these bargaining units.

Section 2. Aid to Other Unions

The City agrees that it will not negotiate with any other union, individual, or group of individuals concerning wages, hours, terms and conditions of work affecting members of these bargaining units as long as this union is the legally designated representative.

Section 3. Discrimination

No person employed by the City in a classification within the bargaining unit shall be discriminated against in any manner because of race, creed, color, sex, national origin, organizational activity, political affiliation or religious belief.

Section 4. Union Security

A. Present employees included in these bargaining units shall, as a condition of continued employment, either become members of Local #541, Utility Workers Union of America, AFL-CIO, or pay monthly to the Union service fees equivalent to any dues uniformly required of the members of the Union throughout the life of the contract.

B. Employees hired, rehired, reinstated, or transferred into the bargaining unit after the effective date of this Agreement shall, as a condition of employment, either become members of Local #541, Utility Workers Union of America, AFL-CIO, or pay monthly to the Union service fees equivalent to any dues uniformly required of the members of the Union throughout the life of this contract.

Section 5. Deduction of Dues

The Employer hereby agrees to deduct dues, assessments, and/or initiation fees of the individual employees to the Union as authorized by such employees upon the following terms and conditions:

A. Each employee who desires to have such dues, assessments, and/or initiation fees deducted from his earnings shall execute the "AUTHORIZATION FOR PAYROLL DEDUCTION" form, as set forth below.

B. The Employer shall place such deduction or deductions in effect at the next pay period of the month following receipt of same and continue in accordance with the terms and conditions set forth in the Authorization.

C. The Employer shall transmit such deduction, together with a list of the employees paying same, to the Treasurer of the Union designated in writing by the Union, and shall do so within ten (10) days after the deductions have been made. The Union will indemnify, defend and hold the Employer harmless against any claims made and against any suit instituted against the Employer on account of any check-off of union dues.

D. Authorization for Payroll Deduction Local #541, Utility Workers Union of America, AFL-CIO, of the City of Bay City.

By \_\_\_\_\_  
(Please print) Last Name First Name Middle Name

Department/Division \_\_\_\_\_

Classification \_\_\_\_\_

To the City of Bay City:

I hereby request and authorize you to deduct from my earnings and current initiation fee being charged by the Local #541 Utility Workers Union of America, AFL-CIO of the City of Bay City and any assessments levied by said Union, and to deduct from my earnings, the monthly dues or service fees equal to said initiation fees, dues and assessments as established and certified by said Union.

I authorize you to pay the amounts deducted to the Treasurer of said Union. This authorization shall remain in full force and effect unless terminated by me, by written notice, to the Union and Employer.

Date \_\_\_\_\_

\_\_\_\_\_  
Employee's Signature

E. Employees laid off shall have their dues automatically deducted upon return to their employment with the city. Employees who are enrolled between the 1st and 15th shall pay for the current month. Employees enrolled between the 15th and the end of the month shall pay the following month.

### ARTICLE 3 - MANAGEMENT

#### Section 1. Management Rights

Except when limited by the express provisions elsewhere in the Agreement, nothing in this Agreement shall restrict the City, in the exercise of its' functions of management under which it shall have, among others, the right to hire new employees and to direct the working force; to discipline, suspend and discharge for cause; transfer or lay off employees; require employees to observe departmental rules and regulations. It is agreed that these enumerations of management prerogatives shall not be deemed to exclude other rights not enumerated.

#### Section 2. Past Practice

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

#### Section 3. Waiver

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject to matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge and contemplation of either or both of the parties at the time they negotiated or signed this agreement.

#### Section 4. Strike Prohibition

The Union and its' members agree to recognize both the letter and intent of Act 379 of Public Acts of 1965, as amended, which specifically prohibits any strike by a public employee during the term of the collective bargaining Agreement.

The City agrees not to lock out its' employees during the life of this Agreement.

Any violation of the foregoing may be made the subject of disciplinary action or discharge from employment as to employees, and/or exercise of any legal right or remedy as to the Union and/or cancellations of this Agreement by the City.

#### ARTICLE 4 - GRIEVANCE PROCEDURE

##### Section 1.

A grievance under this Agreement is a written dispute, claim or complaint arising under and during the term of this Agreement and filed by either an authorized representative of, or an employee in, the bargaining unit. Grievances are limited to matters of express provisions of this Agreement. The parties, recognizing that an orderly grievance procedure is necessary, agree that each step must be adhered to as set forth herein or the grievance is forfeited.

An employee having a complaint may first take up the matter verbally with his immediate supervisor.

Step 1. The employee and/or his Steward shall within ten (10) working days after occurrence of the circumstances giving rise to the grievance reduce the matter to written form stating all facts in detail and submit same to his supervisor. The supervisor shall within five (5) working days reply in writing to the Steward.

Step 2. Failing to resolve the grievance in the first step, the Steward shall within three (3) working days of receipt of the supervisor's disposition, take up the matter with the Department Head or his designated representative. The Department Head, or his designated representative, shall within seven (7) working days of receipt of the grievance, record his disposition on all copies of the grievance form and return them to the Steward. If the matter is not satisfactorily settled or adjusted in this stage, the Steward shall then forward the matter to the Union who shall then process the grievance as provided in Step 3.

Step 3. Failing to resolve the issue in the second step, the Union shall within five (5) working days of the Department Head's disposition contact the City Manager and/or Personnel Director to arrange a meeting between the Union and the City to discuss said grievance. This meeting shall be scheduled at a mutually agreeable time, which time shall not exceed ten (10) working days from the time the Union contacts the City, unless a longer time is mutually agreed upon. The answer of the City Manager and/or Personnel Director must be filed ten (10) normal work days after the meeting. If the parties in this step are unable to resolve the grievance, the matter may be submitted to Step 4 arbitration, as hereinafter provided for in this Agreement.

Step 4. A. If the grievance remains unadjusted, the Union may, within thirty (30) calendar days of receiving the written reply of the Personnel Director or his/her designated representative, request arbitration by written notice to the City or the grievance shall be considered dropped.

B. The arbitration proceedings shall be conducted by an arbitrator to be selected by the City and the Union within seven (7) days after notice has been given. If the parties fail to agree to an arbitrator within seven (7) days, the parties shall choose an arbitrator by utilizing the Federal Mediation Conciliation Service Procedures or the Michigan Employment Relations Commission, whichever the parties mutually select.

C. The decision of the arbitrator shall be final and binding on the parties, and the arbitrator shall issue his/her decision within thirty (30) days after the conclusion of testimony and argument. The arbitrator shall limit the award to the interpretation, application, or enforcement of this Agreement, and the arbitrator shall be without power or authority to make any award contrary to, or inconsistent with, or modifying or varying in any way, or adding to or subtracting from this Agreement.

D. Expenses for the arbitrator's services and the proceedings shall be shared equally (50/50) by the City and the Union.

#### Section 2.

Any and all grievances resolved at any step of the grievance procedure as contained in this Agreement shall be final and binding on the City, the Union, and any and all unit employees involved in the particular grievance.

#### Section 3.

Grievances shall be processed from one step to the next within the time limit prescribed in each of the steps. Any grievance upon which a disposition is not made by the City within the time limits prescribed, or any extension which may be agreed to, may be referred to the next step in the grievance procedure, the time limit to run from the date when time for disposition expired. Any grievance not carried to the next step by the Union within the prescribed time limits or such extension which may be agreed to, shall be automatically closed upon the basis of the last disposition.

#### Section 4.

When an employee is given a disciplinary discharge or lay off or written reprimand and/or warning, which is affixed to his personnel record, the Steward will be promptly notified in writing of the action taken. Such disciplinary action shall be deemed final and automatically closed unless a written grievance is filed within three (3) working days from the time of presentation of the notice to the Steward. Grievances regarding discharge may, with the consent of the parties, be commenced at any stage of the grievance procedure, or may, with the consent of the parties, be advanced and processed out of order.

#### Section 5.

All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned less any unemployment compensation or compensation for personal services that he may have received.

#### Section 6.

The City will grant a necessary and reasonable amount of time off during straight time working hours to the Steward who must necessarily be present for direct participation in grievance with management. Such Steward shall first receive permission from his immediate supervisor to leave his work station and shall report back promptly when his part in the grievance adjustment has been completed. Any employee who takes an unreasonable or unnecessary amount of time in grievance procedure adjustments shall be subject, after a written warning, to disciplinary



action. In processing grievances with the Employer where an individual grievant is involved, one steward may be present, and where the grievance involves more than one department, the stewards in the involved departments may be present.

#### Section 7.

The parties, in recognition of the cost of arbitration and the principle that like facts should produce like results, hereby agree that once an employee has elected to pursue a remedy by State or Federal Statute or City Ordinance for alleged conduct which may also be a violation of this Agreement, such employee shall not have simultaneous resort to the grievance procedure, and any grievance then being processed shall be deemed withdrawn by the party filing.

#### Section 8.

The arbitrator shall limit his decision strictly to the interpretation, application or enforcement of this Agreement, and he shall be without power and authority to make any decision concerning the discipline or discharge of employees for engaging in a strike, slowdown or stoppage of work.

### ARTICLE 5 - REPRESENTATION

#### Section 1. Grievance Committee

The Union shall be represented in all grievances by a Committee of the Union. The Committee shall be composed of the President or Vice President, and two other members.

#### Section 2. Union Stewards

Employees in the bargaining unit shall be represented by a Unit Steward, who shall handle the investigation and presentation of grievances for his/her area of responsibility. In the absence of a Unit Steward, or Steward from another unit, any elected Union officer may act in his/her stead.

#### Section 3. Notice of Union Representatives

The Union shall provide the Personnel Director with the names, work locations, and telephone numbers of all Unit Stewards, Union officers, and Negotiating Committee members on an annual basis, during the month of January. Changes in the above officers and stewards will be forwarded to the Personnel Director in writing should they occur more than once annually, within thirty (30) days of the change. The City shall direct all correspondence, inquiries, and substantive matters concerning the Union to the President, or, in his/her absence, the Vice President of the Union.

#### Section 4. Union Time Off

Subject to sufficient advance notice and replacement consideration, the City may grant time off with pay to the identified Union officials for the following union activities:

Investigating grievances - one (1) steward per grievance  
Grievance meetings - any two (2) members of grievance committee  
Contract negotiations - Negotiating Committee - 4 members

## ARTICLE 6 - SENIORITY

### Section 1. Definition of Seniority

- A. Seniority is preference or priority in length of service which assigns to permanent employees certain definite rights only as specified in this Agreement.
- B. A regular full-time employee's seniority shall date from his most recent starting date of full-time employment within the bargaining unit hereinbefore described in Article 2 - Section 1.
- C. Job classification seniority, as used in this Agreement, shall mean the length of continuous time an employee has worked within a job classification. An employee will have seniority in no more than one (1) classification at a time.
- D. All new full and new part-time City employees shall serve a probationary period of six months, uninterrupted by any type of service break, during which time they will be termed "probationary employees". Probationary employees' service with the Employer may be terminated at any time by the Employer in its' sole discretion and neither the employee so terminated nor the Union shall have recourse to the grievance procedure over such termination. During the probationary period, an employee shall not be eligible for employee benefits unless expressly provided otherwise in this Agreement. After an employee has successfully completed his probationary period of employment, he shall become a regular full-time or regular part-time employee, and his seniority shall start as hereinbefore provided.

### Section 2. Seniority Lists and Records

- A. The seniority list on the date of this Agreement will show the names and classifications of all employees in the bargaining unit entitled to seniority, which shall be and remain as posted at this signing of the Agreement except as is accumulated.
- B. The City will provide the bargaining unit with a current seniority list annually in the month of December. The seniority list shall be established in accordance with the seniority date which shall be the employee's last date of hire with the City except as provided in Section 3-A.

### Section 3. Loss of Seniority

- A. An employee shall lose seniority for the following reasons:
1. Resignation, except that upon resigning, a thirty (30) day grace period shall be in effect, during which time, if the employee is rehired, he/she will not suffer loss of seniority except for that period of time he/she was separated from the City.
  2. Discharge.
  3. Absence of three (3) consecutive working days without notifying his/her immediate supervisor or Department Head. In all such cases, the City shall consider the employee to have resigned. The Personnel Director will send written notification to the employee at his/her last known address by certified mail, stating that he/she is considered to have resigned.

4. Failure to return to work when recalled from lay off, at the same rate of pay, within five (5) working days after the notification of date to report has been sent by certified mail. In all such cases, the City shall consider the employee to have resigned.

5. Failure to return to work from a sick leave or other leave of absence within three (3) working days of scheduled return. In all such cases, the City shall consider the employee to have resigned. In cases 4 & 5, the City will notify the employee as in 3.

6. Retirement.

7. Lay off in excess of two (2) years.

B. In applying the provisions of this Section, the City will give consideration to extenuating circumstances.

#### Section 4. Lay Off and Bumping

Seniority rights shall prevail in cases of lay off and recall where the employee's ability, experience, training and work record in the discretion of the Employer are equal; provided that all factors listed above are equal, seniority shall be the determining factor. Bumping to be allowed only if said employee meets all qualifications of position.

#### Section 5. Shift Preference

In any department where bargaining unit employees of the same classification work different shifts, and when a vacancy occurs, such employee shall have preference in accordance with seniority, provided they have the ability to perform.

#### Section 6. Seniority of Officers

Notwithstanding their position on the seniority list, the following five (5) elected officers shall in the event of lay off be continued on the job, providing they can perform the work in the classification available as determined by the City, subject to the grievance procedure:

President  
Trustee

Treasurer  
Secretary

Vice President

#### Section 7. Transfers

If an employee is transferred out of this bargaining unit and is thereafter transferred again back into the bargaining unit, the employee shall have uninterrupted seniority from his/her last date of hire with the City.

#### Section 8. Military Service

Matters relating to an employee's military service will be processed in accordance with regulating State and Federal statutes.

### ARTICLE 7 - CONDITIONS OF WORK

#### Section 1. Hours

The standard duty day for bargaining unit employees shall consist of eight (8) consecutive hours, excluding lunch periods. Lunch periods

shall be scheduled by the City. The standard work week shall consist of five (5) days, Monday through Fridays, except shift operation. Beginning and ending times shall be determined by the City.

### Section 2. Overtime

Overtime is authorized time worked in excess of the standard work day or the standard work week. Overtime worked shall be compensated in wages or accumulated time off compensated at straight time, choice of method of compensation to be determined by employee with approval of the City.

### Section 3. Discipline

The City shall not discharge or discipline a bargaining unit employee without just cause. Should it become necessary to discipline an employee, the following procedure will be adhered to:

- A. It shall be the policy to adhere to progressive discipline as stated in the City's rules and regulations.
- B. Nothing in this Section shall prevent a Department Head from appropriately disciplining an employee immediately should circumstances warrant.
- C. An employee being subjected to suspension or discharge shall have the right and the opportunity to have a union official present during such discipline.
- D. In imposing any discipline for a current charge of misconduct, the City shall not take into account any prior written warnings occurring more than thirty-six (36) months previously; and all records of written warnings more than thirty-six (36) months old shall be expunged from the employee's personnel files.
- E. Copies of all disciplinary action shall be forwarded to the Union.

### Section 4. General Records

Personnel records of bargaining unit employees shall be maintained consistent with the law, and any discrepancy shall be consistent with Article 7, Section 3 (D).

### Section 5. Working Conditions

The City shall provide reasonable safety equipment to assist the employee in performing his/her duties.

## ARTICLE 8 - PROMOTIONS & RECLASSIFICATIONS

### Section 1. Promotions

All position vacancies among classifications covered by this Agreement shall be posted and bargaining unit members shall be given the opportunity to apply for position vacancies which would present promotional opportunities. Employees may be allowed to bid down or laterally for health purposes only.

- A. If a new job or permanent vacancy occurs in a classification covered by this Agreement and the Employer determines to fill such opening, the open job will be posted for a period of five (5) working

days. If such job is to be filled by a present bargaining unit employee, it will be filled within ninety (90) days of last day of posting. Employees who desire such open job(s) may submit their bids for such job(s) to the Personnel Office in writing within the posting period. Any such job opening may be filled temporarily by the Employer until there has been a permanent award of the job to an employee.

B. Seniority rights shall prevail where the employee's ability, experience, and work record are equal; provided that all factors are equal, seniority shall be the determining factor.

C. When an employee's job bid is accepted, he will be given a period up to six (6) months to further qualify for the job. During this period, he will receive no less than the rate of pay for the job he held permanently immediately prior. If at any time within this period the employee is unable to perform the job, he shall be returned to the permanent job he held prior to his accepted bid.

## Section 2. Temporary Promotions

A. An employee shall not be required to perform a position above his/her permanent classification for a period in excess of one (1) year and shall have the opportunity to return to his/her permanent classification at the expiration of the time limit on the temporary position.

B. An employee being temporarily promoted into a higher position shall receive a salary adjustment of five percent (5%) of his existing rate not to exceed the top of the rate range of the classification being promoted to. However, if the above adjustment of five percent (5%) does not raise employee to starting rate, employee will receive the starting rate.

C. In cases where it is known that a temporary promotion will be available for periods of more than thirty (30) days, it shall, when possible, be filled by a qualified employee within the same department. A temporary promotion shall not continue longer than one (1) year, at which point the position shall be opened if it is determined by the City to be filled.

## Section 3. Reclassification

A. An employee may request a review of his/her job classification if it is felt the duties presently being performed represent an error in classification. The request shall be in writing and describe the new duties that are not contained in the employee's present job description. The audit shall be completed within sixty (60) working days after the request is submitted.

B. If it is determined that the duties of the employee fall within a different classification, the employee shall either be reclassified to the appropriate higher or lower classification or be assigned duties applicable to the position he/she holds. In cases of reclassification, the position shall not be posted. Any pay adjustment, either higher or lower attributable to a reclassification, shall be effective the pay period nearest the date the audit is completed.

C. The pay step in the reclassification position, if higher, shall be equivalent to that the employee held in the former classification, or the beginning rate of the new classification, whichever is higher.

D. The pay step in the reclassification position, if lower, shall be equivalent to that the employee held in the former classification.

#### Section 4. General Classification Surveys

The bargaining unit shall be given advance notice of any proposed general survey of employee classifications or change in position titles within the classifications covered by this Agreement.

### ARTICLE 9 - LEAVES OF ABSENCE

#### Section 1. Requesting Leave of Absence

Upon request, the Department Head may grant leaves of absence, without pay, to an employee for up to two (2) weeks duration. A leave of absence may extend up to six (6) months in duration and may be renewed upon proper application. An employee shall request a leave of absence in writing thirty (30) days in advance of the date desired, except in emergency situations. A leave may be requested for any legitimate purpose. No leave may be granted before an employee has completed his/her probationary period, except for emergencies and with the specific recommendation of the Department Head. Seniority shall not accrue during any unpaid leave of absence longer than two (2) weeks.

#### Section 2. Military Leave

An employee shall be entitled to time off without pay for that period of time when required to be in the armed services, including the National Guard. Members of the National Guard or Reserve Units, while on active training, shall be entitled to up to two (2) weeks military leave per year at full pay and with all fringe benefits; provided, that the employee shall account for all payments received for such service.

#### Section 3. Leave for Jury Duty

The City shall pay any employee who is required to serve on a jury panel the difference between the jury duty pay and the employee's regular wages. It is understood that when an employee is released by the Court, he/she will return to work at that time.

#### Section 4. Maternity Leave

Maternity leave will be granted when requested by an employee as follows:

- A. Employees who become pregnant must notify their Department Head as soon as medical confirmation is received and normally no later than the fifth (5) month of pregnancy.
- B. The employee shall be allowed to remain on the job as long as her physician certifies her able to perform her regular duties.
- C. The City will allow the use of vacation days for Maternity leave purposes.
- D. Employees shall return to work from Maternity leave upon release by their personal physician, provided that in any event, the employee shall return to work no later than six (6) months after the start of the leave.

E. Employees returning from Maternity leave will be reinstated to the same classification, with current pay step held at the time of request for leave.

Section 5. Educational Leave of Absence

Employees with seniority who desire to further their education may make application for a leave of absence for that purpose. One continuous leave may be granted to employees for a period not to exceed twelve (12) months, but an employee shall be obligated to show that granting such leave is in the interest of the City. Additional leaves may be granted at the discretion of the City Manager under whom the bargaining unit member is employed.

Section 6. Payment of Insurance Premium While on Leave

If an employee is laid off, the City will continue to pay health insurance premiums and its' portion of life insurance premiums for a period not to exceed ninety (90) days from the cessation of active employment. The employee may thereafter purchase a conversion policy. An employee on leave for reasons other than mentioned in this section may do the same.

**ARTICLE 10 - FRINGE BENEFITS**

*upon resign/retirement, 2004/2005  
is paid: Jan 1 beginning  
+ 1 day for each mth  
+ usage  
+ Pers. days  
Total paid*

Section 1. Vacation Leave

Each permanent employee of the City shall be allowed vacation leave with pay as follows:

Employees who have completed less than one (1) year of continuous service shall, in the next calendar year, be eligible for one (1) day of vacation for each month of service from their date of hire.

*John following hire  
generate date.*

Employees who have completed one (1) year, but less than five (5) years of continuous service shall be eligible for twelve (12) days vacation.

Employees who have completed five (5) years of continuous service shall, on the beginning of the next calendar year following their anniversary date, be eligible for thirteen (13) days vacation. (1 long)

Employees who have completed ten (10) years of continuous service shall, on the beginning of the next calendar year following their anniversary date, be eligible for fifteen (15) days vacation. (2 long)

Employees who have completed eleven (11) years of continuous service shall, on the beginning of the next calendar year following their anniversary date, be eligible for sixteen (16) days vacation. (4 long)

Employees who have completed twelve (12) years of continuous service shall, on the beginning of the next calendar year following their anniversary date, be eligible for eighteen (17) days vacation. (3 long)

Employees who have completed thirteen (13) years of continuous service shall, on the beginning of the next calendar year following their anniversary date, be eligible for eighteen (18) days vacation. (6 long)

Employees who have completed fourteen (14) years of continuous service shall, on the beginning of the next calendar year following their anniversary date, be eligible for nineteen (19) days vacation. (7 long)

Employees who have completed fifteen (15) years of continuous service shall, on the beginning of the next calendar year following their anniversary date, be eligible for twenty (20) days vacation. (8 days)

Employees who have completed twenty (20) years of continuous service shall, on the beginning of the next calendar year following their anniversary date, be eligible for twenty-five (25) days vacation. (13 days)

Vacations shall be taken in the calendar year in which earned and may not be carried over to the next calendar year, subject to the following exceptions:

1. Where specifically requested by the Department Head and approved by the City Manager.
2. Where the employee is absent on sick leave and such absence would cause him to lose his vacation pay, then, in such event, he shall be paid his vacation in addition to the sick leave; or,
3. If in the event of sickness, injury or disability in excess of that authorized for such purposes, the employee may, within the discretion of the Department Head, charge such additional time off against his vacation allowance.
4. Where, during an employee's vacation a holiday falls, the employee shall get credit for the holiday.

All vacations shall be scheduled by the Department Head involved with particular regard to the seniority of the employees and in accordance with the operating requirements of the department involved.

The Department Head shall determine how many employees in each classification may be on vacation at any one time. The employees shall receive regular pay and all fringe benefits while on vacation that he would have received had he been working. However, it is the purpose of this Contract to encourage the employees to take their vacation time and in accordance therewith to the foregoing, the employee is not allowed to work for the City during the vacation time. In other words, the City may not pay an employee his regular vacation time and his regular pay for the same period of time; subject, of course, to the exceptions listed above. On termination by retirement or by discharge, the employee is to be paid for whatever vacation time he has accumulated during the year in which he either retires or leaves the employment of the City.

If a regular payday falls during an employee's vacation and he is to be on vacation for two (2) weeks or longer, he will be entitled to receive that check in advance before going on vacation, provided however, the employee must make a request to the Personnel Director's Office two (2) weeks before leaving, if he desires to receive it in advance. All vacations earned must be used within the year and may not be extended into the following year unless approved by the City Manager.

## Section 2. Sick Leave

A. A permanent employee shall be entitled to one (1) day of paid sick leave for each month of service. For the purpose of this section, a month of service is complete when the employee has worked ten (10) days in any one month.



B. In addition to the twelve (12) days which the employee may accumulate per annum, a bonus of two (2) sick leave days will be added where an employee does not use any accumulated sick leave in the period beginning January 1st through June 30th of a calendar year, and another bonus of two (2) sick leave days will be added if the employee does not use accumulated sick leave in the period beginning July 1st through December 31st of a calendar year.

C. While on paid sick leave, an employee shall be entitled to all fringe benefits.

D. Sick time shall be computed at the rate of time used, in units of not less than one hour.

E. In the event an employee retires (or dies before retirement), the employee (or his/her designated survivors) shall receive compensation in a sum equivalent to one-half (1/2) of the employee's accumulated sick leave credits within 30 days, such payment to be based upon one-half (1/2) of a maximum of two hundred (200) days at the employee's prevailing hourly rate according to his/her regular classification.

However, if an employee retires with one hundred (100) or more days of unused sick leave credit he or she shall receive compensation as described above, plus an additional twenty (20) days for each full year of employment beyond twenty-five (25) years.

For example:	<u>Years of Employment</u>	<u>Maximum Days Compensated</u>
	25	100
	26	120
	27	140
	28	160
	29	180
	30	200
	31	200

In no event shall an employee be compensated for more than two hundred (200) total sick leave days. (See Appendix A)

F. Five (5) days of accumulated sick time per calendar year may be used by the employee for family sickness (family being defined as spouse or children living at home).

G. Any employee off sick shall cooperate in furnishing information to verify such sickness. It will be expected that such employees will normally be confined to their homes, unless in a hospital or seeking medical assistance, and if a designated agent of the City calls at the home of a person off on sick leave and the employee is not at home, such employee shall furnish a doctor's certificate or statement verifying such illness. The department shall have the discretion to require the furnishing of such doctor's statement in other cases. The false reporting of time off as being required for sickness shall constitute a fourth grade offense.

Where an employee chronically abuses his sick leave and thus interferes with the operation of the department, he may be disciplined. Such action shall be for the purpose of promoting efficient and economic operation.

H. In case of illness, an employee shall notify a designated person before the start of his shift.

I. If an employee returns to work after an illness and the Department Head does not feel he has recovered sufficiently from such illness to continue working he may be required to furnish a doctor's statement verifying that he is able to return to work.

J. Any employee who becomes so disabled under circumstances where there is, or may be, a dispute as to whether his disability is covered by the Michigan Workmen's Compensation Act shall nevertheless receive Sick Leave benefits, if the employee first signs a statement providing that the City will receive full credit for all such payments received by the employee against any benefits for any disability later determined to be covered by the Michigan Workmen's Compensation Act.

K. An employee may use up to eight (8) hours of their accumulated sick leave per six (6) months period for verified employee doctor and dental visits. Such instances will not cause a loss of the employee's bonus days.

### Section 3. Funeral Leave

Up to three (3) consecutive work days to be used at the time of the funeral only shall be granted to an employee in the case of the death of a member of his/her immediate family. An additional day shall be granted if the funeral is more than 300 miles from Bay City.

B. The immediate family for this purpose shall be: husband, wife, son, daughter, father, mother, father-in-law, mother-in-law, brother, sister, grandfather, grandmother, and step relatives of the same degree as above. One (1) day (day of funeral) will be granted for brother-in-law, sister-in-law, son-in-law, daughter-in-law, and grandchildren.

### Section 4. Injury Compensation

A. An employee sustaining a compensable injury shall, in addition to the payments specified in the compensation law, receive from the City the difference between 80% of the employee's regular wage and the compensation paid under State law.

### Section 5. Holidays

A. All employees shall be given each holiday off with pay. Employees who are required to work on any of the paid holidays shall receive pay for the holiday plus their regular rate of pay for each hour worked. The City agrees to pay the employees who work on Thanksgiving Day, Christmas Day, and New Year's Day straight time plus double time.

B. The following shall be paid holidays for the bargaining unit members (Holidays falling on Saturday shall be observed on Friday or a personal holiday as determined by the City; Holidays falling on Sunday shall be observed on Monday):

New Year's Day	Thanksgiving Day
Good Friday	Day After Thanksgiving
Memorial Day	Christmas Eve Day
Independence Day	Christmas Day
Labor Day	New Year's Eve Day
All National and State General Election Days	

It is understood that the employees of the Light Department will have the same holiday schedule as Local #482.

Section 6. Personal Leave Day

The City will provide each employee with three (3) personal leave days per year. It is understood that a leave notification must be given to the supervisor by the requesting employee.

Section 7. Health Insurance

A. The City shall provide all bargaining unit employees with the Health Insurance now in effect, or comparable coverage, including a predetermination program, second opinion surgery, and no non-emergency weekend admittance. Elective abortion is not included in this plan.

The City will allow each member of the bargaining unit the option to participate in the above plan or an HMO. If, however, the premium costs of the HMO exceeds the developed premium for the City plan, based on the same level of benefits for the HMO as provided September 1, 1988, the City will pay the additional employee co-pay increase in excess of the co-pays established effective October 1, 1988, as follows:

Single Contract	\$15.44/month
Double Contract	\$35.17/month
Family Contract	\$40.14/month

If, however, the level of the benefits provided under the HMO is unilaterally increased by the coverage provider and no other provider is available with comparable benefit levels as these existed September 1, 1988, the employee co-pays, as listed above, shall be adjusted to provide for the increased costs of the additional benefits.

B. Retiring bargaining unit employees and their spouses receive the above described health insurance coverage, but not the health maintenance organization option.

C. Any employee who is eligible for health insurance coverage and elects not to receive this benefit may, upon presentation of proof of alternate coverage under a health insurance plan of another employee and a signed waiver of coverage under the City plan, elect to receive as an alternate benefit on a calendar year basis a three hundred thirty-five dollar (\$335) payment into the ICMA deferred compensation plan for each annual waiver. Such payment shall be made annually at the end of the calendar year and, if necessary, will be made on a prorated basis. Each waiver must be received in November of each year and shall cover the following calendar year.

An employee who waives his right to health insurance coverage shall have the opportunity to resume coverage during the calendar year if the alternate coverage is no longer available to the employee, or upon retirement. In such a case, the employee's deferred compensation payment will be prorated to cover the period in which he did not have City health insurance coverage. City coverage will be reinstated effective the first of the month following written notice to the City of the employee's desire to re-enroll.

D. Any employee with health care coverage available for himself and/or his spouse and family from another employer shall elect to accept such alternate coverage for the purposes of coordination of benefits between plans provided there is no additional cost or reduction in benefits to the employee or spouse.

#### Section 8. Life Insurance

The City shall provide all bargaining unit employees with full-paid life insurance coverage of \$25,000 with \$25,000 AD&D.

#### Section 9. Dental Insurance

The City will continue to provide a 50/50 dental plan with a \$600 maximum per person per year with provisions currently in effect.

#### Section 10. Retirement Benefits

A. Effective 7/1/89, all bargaining unit employees will be eligible for the M.M.E.R.S. Plan B-3 with F55(25) rider (formerly 47-F rider) as provided by State law. The City will continue to fund an amount equal to the cost of the former M.M.E.R.S. Plan C-1 (Old).

The extra cost of the B-3 Plan, when and as determined by the M.M.E.R.S. actuary, shall be shared 50/50 between the City and bargaining unit employees, with employee payroll deduction commencing 7/1/91. Payroll deduction will vary with the cost of the B-3 Plan.

B. The City will upon request grant additional service credit up to three years for full time active military service rendered prior to employment by the City according to state statute with costs to the City and the employee to be determined by M.M.E.R.S. The additional military service credit would be used only in the computation of pension benefits; such credit would not be used to meet eligibility requirements for voluntary retirement.

#### Section 11. Physicals

A. Employees shall be required to take physical examinations bi-annually from the City physician or other health care provider at the direction and expense of the City. The scope of the physical examination shall be determined by the City and shall include a blood Chem 24 and either a pulmonary function or chest x-ray, but not both.

B. If directed by the City an employee shall be required to be examined by the City Physician or other appropriate person at the discretion and expense of the City to detect the presence of alcohol or any drug that may be affecting the employee's job performance.

#### Section 12. Legal Services Plan

Employees may at their option and at their expense elect to participate in the legal services plan currently established by the City by contributing \$0.02 per hour to the plan under the terms and conditions of the plan.

### ARTICLE 11 - WAGES & BENEFITS

#### Section 1. Wages

A. Wage increases will be granted to bargaining unit employees as follows: 7/1/89 = \$.00, 7/1/90 = \$.25, and 7/1/91 = \$.25.

B. A differential of at least 5% shall be maintained between a supervisor and the highest paid subordinate reporting to that supervisor, to include the following stipulations:

1. That the differential pay is deleted should this additional amount of pay not be necessary to produce a minimum 5% spread.
2. Should the supervisor be in range steps, the comparison shall be with a subordinate equivalent range step to determine applicability of the differential.
3. Differential pay shall be calculated on base pay and temporarily added just as with exception pay; it is applied or deleted as appropriate. Differential pay does not become a permanent part of regular base pay.

1,2,3,4,5 (compare this way)

Section 2. Longevity

In addition to regular compensation, employees hired prior to 7/1/88 shall receive longevity pay as listed below. Employees hired after 7/1/88 shall not be eligible for longevity.

5 years employment	2%
10 years employment	4%
15 years employment	6%
20 years employment	8%

Said longevity shall be computed on the basis of the employee's pay scale with a ceiling maximum of Fifteen Thousand Dollars (\$15,000).

An employee promoted into this bargaining unit, who has longevity shall retain that longevity pay and progress as described above.

Section 3. Shift Differential

All employees will receive a fifteen (\$.15) and twenty (\$.20) differential on second and third shift respectively. As further explanation of this section, vacation and sick leave benefits are to apply on employee's base pay only. Premium pay shall not be paid at the rate of time and one-half or double time.

Section 4. Recall Pay

A. A non-shift employee required to return to work outside of his/her regularly scheduled hours shall receive recall pay of one and one-half (1 1/2) hours at:

- 1) Time and one-half if recall is a weekday or Saturday
- 2) Double time if recall is a Sunday or a holiday, except
- 3) Triple time if holiday is Thanksgiving Day, Christmas Day, or New Year's Day.

B. Shift employees shall receive recall pay as described above, except that if the day of recall is that employee's second or fourth day off, such recall pay shall also be at double time.

C. Employees may accept pay for recall situations, or may choose authorized time off in straight time hours with Department Head approval regardless of the day involved.

ARTICLE 12 - GENERAL PROVISIONS

Section 1. Education

A. The City agrees to reimburse bargaining unit employees for actual out-of-pocket tuition and required textbooks while participating in eligible studies at accredited colleges and universities, subject to the following criteria:

1. The employee has received written approval from the Department Head prior to registering for the course.
2. Eligible employees must achieve a grade of "C" or better; and credit for the course if credit is offered.
3. The employee claiming reimbursement must prove actual payment sought to be reimbursed by furnishing specific receipts.
4. To be reimbursed, the courses must relate to the work the employee is then performing or related work of a higher classification, and such course must be part of recognized degree or certificate awarding curriculum.

Section 2. Conferences and Workshops

The City may provide the opportunity for employees to attend conferences and workshops available that are related to the duties of the employee's classification. Expenses paid by the City will be limited to those expenses allowed under the current City travel policy.

Section 3. Certification and Licenses

Certifications and licenses are limited to the following list, and no others will be recognized for extra pay.

<u>Water Distribution</u>	<u>Wastewater</u>	<u>P&amp;P</u>	<u>Assessing</u>	<u>Amount</u>
S-1	A	F-1	Level IV	\$.35
S-2	B	F-2	Level III	\$.20
S-3	C	F-3	Level II	\$.15
S-4	D	F-4	Level I	\$.10

The employee must be performing the work in the job that requires the certification in order to receive certification pay.

Section 4. Protective Equipment

The City shall furnish at its' expense all protective equipment determined by the City to be necessary to protect the employee while performing the job duties required.

Section 5. City Vehicles

City owned vehicles may be taken home by members of the bargaining unit if approved by their Department Head and subject to such restrictions as the City Manager may establish in the City Manager's discretion.

Section 6. Residency

A. All employees of the City of Bay City who become members of the bargaining unit shall be domiciled in the City of Bay City at the time of hire and remain residents as long as they are in the employment of the City.

B. The residency requirement set forth in sub-paragraph 6(A) above is not applicable or enforceable in any way to any bargaining unit employee hired prior to June 30, 1981.

C. All employees in the bargaining unit hired prior to June 30, 1981, that are domiciled in the City of Bay City at the time of the signing of this agreement shall maintain their domicile within the City of Bay City as long as they are in the employment of the City.

D. All employees in the bargaining unit hired prior to June 30, 1981 that are domiciled outside the City of Bay City at the time of the signing of this agreement shall upon any change in their domicile establish and maintain their domicile within the City of Bay City.

E. As used in this section, domiciled shall be defined as the established, fixed, permanent, ordinary dwelling place, and place of residence of such employees.

F. Any employee who, thirty (30) days after having received written notice from the City Manager, has failed to comply with the terms of this section shall forfeit his employment with the City and shall be considered to have voluntarily quit his or her employment.

Section 7. Pay Plan and Job Distribution

A. Copies of pay plans shall be given to the Union President as soon as possible.

B. Job descriptions for currently filled positions covered by this bargaining unit shall be provided to the Union President within thirty (30) days following approval of this Agreement.

C. Job descriptions for all new positions created subsequent to approval of this Agreement shall be furnished upon request to the Union President within five (5) working days of the posting of the position.

Section 8. Working Agreement Distribution

Copies of this Agreement shall be provided to the Union President by the City for distribution to all bargaining unit employees within sixty (60) days following approval by the City and the Union.

Section 9. Meals and Uniforms

The City will continue the current practice regarding meal allowance for the duration of this Agreement. Uniforms and footwear will continue to be provided where required. The Electric Department will continue to receive \$50 per year cleaning allowance.

*\$4/meal (No meal allow or night diff if choose AOT)  
(4 hr. intervals) 1 meal if work at night*

Section 10. Separability

This Agreement is subject to the laws of the State of Michigan with respect to powers, rights, duties, and obligations of the City and the employees in the bargaining unit, and in the event that any provision

*If promulgated into law, don't have to have this City of Bay City bargaining unit. Local 482*

of this Agreement shall at any time be held to be contrary to law by a court of competent jurisdiction from whose final judgement or decree no appeal has been taken within the time provided therefore, such provisions shall be void and inoperative; however, all other provisions of this Agreement shall, insofar as possible, continue in full force and effect.

Section 11. Duration and Renewal

This Agreement shall become effective as of July 1, 1989, except as otherwise provided and shall continue in full force and effect through June 30, 1992. Either party should notify the other in writing of its' desire to terminate, change, or amend any of the provisions of this Agreement sixty (60) days prior to the end of the term.

In the event any such notice is given later than sixty (60) days prior to the end of the term, the contract will be extended by the number of days that such notice is given.

WITNESSED:

LOCAL #541, UTILITY WORKERS UNION  
OF AMERICA, AFL-CIO

Sara J. Sedwick  
Janet E. Schapir

Tom Wojtala *G.N. 6/30/89*  
Tom Wojtala, National Representative

Jerry Neering  
Jerry Neering, President

Joe Ryczek  
Joe Ryczek, Vice-President

Marcia Niedzwiecki  
Marcia Niedzwiecki, Secretary

Joe Dowd  
Joe Dowd, Trustee

Jerry Moore  
Jerry Moore, Chief Negotiator

Approved and adopted by General Resolution of the Bay City Commission at a formal meeting held in the City of Bay City on the 17th day of July, 1989.

WITNESSED:

CITY OF BAY CITY, MICHIGAN

Michael Barber

Timothy G. Sullivan  
Timothy G. Sullivan, Mayor

Sara... Walker

Connie M. Deford  
Connie M. Deford, City Clerk

APPROVED AS TO SUBSTANCE:

Bruce M. Wagner  
Bruce M. Wagner, Personnel Dir.

David D. Barnes  
David D. Barnes, City Manager

Alex Peterson  
Alex Peterson, Director DPW/  
Water Utilities

Paul A. Kraft  
Paul A. Kraft, Asst. Manager/Finance Dir.



APPENDIX A

City of Bay City and Local #541, U.W.U.A.  
MEMORANDUM OF AGREEMENT  
June 27, 1989

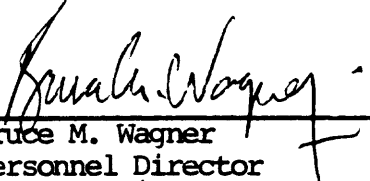
REFERENCE: Article 10, Section 2.E of the Bargaining Agreement  
effective 7/01/89.

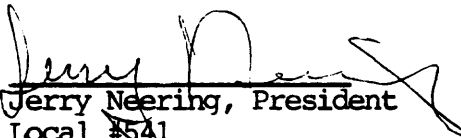
The City and the Union agree as follows to the intent and method of application for the bonus sick pay days referenced in this new section:

- (1) that the employee must have at least 100 unused accrued sick days, plus must have completed at least the 26th year of credited service to qualify for the bonus sick days pay.
- (2) that only full years of service are counted in the calculation for bonus sick pay days.
- (3) that the intent of the bonus days is to restore sick pay up to an amount not to exceed the amount of unused accrued sick days the employee has as of retirement date, with the total amount not to exceed 200 days maximum.
- (4) that the chart shown at Section 2.E. applies to those employees who meet the qualifications described above.
- (5) that the bonus sick pay days applies also to an employee who may die prior to retirement, providing all other qualifications are met.

CITY OF BAY CITY

LOCAL #541

  
Bruce M. Wagner  
Personnel Director

  
Jerry Neering, President  
Local #541

6/28/89

6/28/89

MEMORANDUM OF AGREEMENT  
City of Bay City and U.W.U.A. Local #541

Modifications to Position Description for  
"Shift Foreman--Wastewater"

From negotiations conducted September 30, 1988, and October 4, 1988, the City and the Union agree and stipulate to the following modifications to the above position.

1. Change title to "Wastewater Shift Supervisor"
2. Under segment NATURE OF WORK
  - (a) add "and supervisory" after word "lead"
  - (b) change reportability to "Assistant Plant Superintendent".
3. Under segment ILLUSTRATIVE EXAMPLES OF WORK
  - (a) rewrite 3rd paragraph to read as follows:  
Oversees and participates in taking readings, making adjustments, and occasionally in the gathering and routine basic laboratory analysis of samples such as PH, temperature, chlorine residual, etc."
4. Under segment REQUIREMENTS FOR WORK
  - (a) rewrite second paragraph to read as follows:  
"Possession of a valid Michigan Department of Natural Resources Level "C" Certification at time of appointment, or ability to attain Level "C" Certification within eighteen months of appointment."
  - (b) add item "Ability to perform routinely--run, basic wastewater laboratory analysis."
5. It is expressly noted and agreed that employee Eugene Burdulis will not be required to attain the new Level "C" required certification as a condition of employment.

*revised 2/1/90*

Agreed and Stipulated:

*Jerry Neering*  
Jerry Neering, President  
U.W.U.A. Local #541

*Bruce M. Wagner* 10/4/88  
Bruce M. Wagner  
Personnel Director

*Marcia Niedzwiedzki*  
Marcia Niedzwiedzki, Secretary  
U.W.U.A. Local #541

*Otto E. Green* 10/5/88  
Otto Green, Superintendent  
Wastewater Treatment Plant

*Ronald Bladeski*  
Representative  
U.W.U.A. Local #541

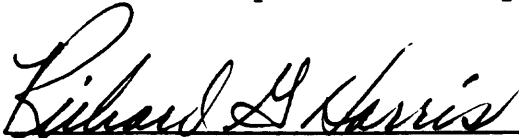
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EXTENSION OF MEMORANDUM OF AGREEMENT

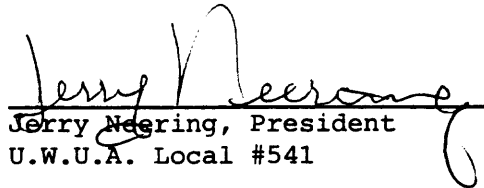
JOB COMBINATION - POWER & LIGHT DEPARTMENT  
LLOYD PHILLIPS

The City of Bay City and Local #541 agree to continue and extend the Memorandum of Agreement of 1/31/90 for an additional six (6) months to a date on or about 1/31/91.

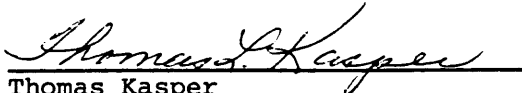
This extension includes a continuing review on an approximate monthly basis at the request of either party.



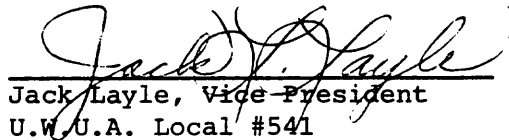
Richard Harris  
Director of Electric Utilities



Jerry Neering, President  
U.W.U.A. Local #541



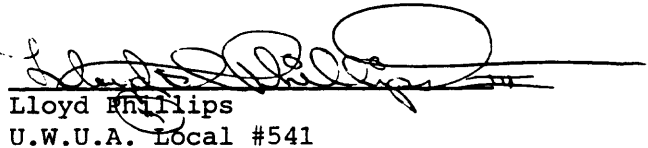
Thomas Kasper  
Asst. Dir. of Electric Utilities



Jack Layle, Vice-President  
U.W.U.A. Local #541



Bruce M. Wagner  
Personnel Director



Lloyd Phillips  
U.W.U.A. Local #541

8/23/90

MEMORANDUM OF AGREEMENT  
CITY OF BAY CITY AND U.W.U.A. LOCAL #541

JANUARY 31, 1990

TOPIC: Job Combination - Electric Meter/Storeroom Supervisor  
Power & Light Department

The City and the Union agree to combine the functions of storeroom supervisor with those of the electric meter supervisor, with the following criteria and understanding:

1. That the combination is temporary and reviewable in six (6) months from 2/1/90.
2. That the parties agree to reconvene in July 1990 (or before, if circumstance warrant) to review the combination.
3. That the pay rate for Supervisor Lloyd Phillips shall be increased by \$.96 per hour to reflect the added duties as shown:

Base Rate	\$14.79
5% Exception (diff)	+ .48 per current contract
Job Combination Pay	+ .96 negotiated rate for temp. added duties
	<u>\$16.23 per hour</u>

4. That the scheduled general increase for Local #541 (\$.25 effective 7/1/90) will not affect the combination pay, although it will affect the 5% exception pay. (differential)

Stipulated and agreed.

For the City:

Thomas L. Kasper 2/1/90  
Thomas Kasper Date  
Interim-Director of Electric

Bruce M. Wagner 1-31-90  
Bruce M. Wagner Date  
Personnel Director

Mark L. Short 2-1-90  
Mark L. Short Date  
Operations Supvr. - Div. B

For U.W.U.A. Local #541:

Jerry Neering 2/1/90  
Jerry Neering Date  
President

Jack Layle 2/1/90  
Jack Layle Date

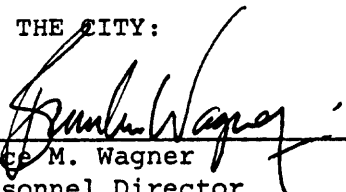
Lloyd Phillips 2-1-90  
Lloyd Phillips Date

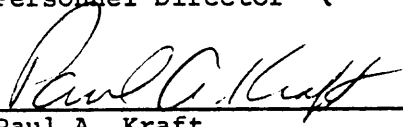
MEMORANDUM OF AGREEMENT  
CITY OF BAY CITY AND UWUA LOCAL #541  
MAY 10, 1990


EXCEPTION PAY FOR DEPUTY CITY TREASURER AND DEPUTY CITY CLERK

1. City and Union agree on the revised job description of the Deputy City Treasurer dated April 18, 1990.
2. Each Deputy shall receive a 5% exception pay should he/she be required to assume the duties of the City Clerk/City Treasurer for those consecutive hours beyond 40 hours of absence.
3. This agreement shall be effective May 10, 1990, for the Deputy Clerk; and shall be applicable to the successor to the present Deputy Treasurer.

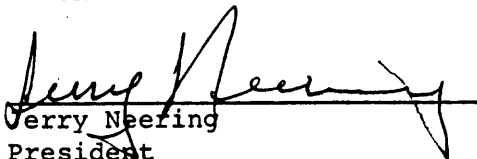
FOR THE CITY:

  
Bruce M. Wagner  
Personnel Director

  
Paul A. Kraft  
Asst. City Manager/Finance Dir.

  
Connie Deford  
City Clerk

FOR UWUA LOCAL #541:

  
Jerry Neering  
President

  
Jack Layle  
Vice-President