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A G R E E M E N T

BETWEEN

**THE BOARD OF WATER
AND LIGHT**

of the City of Lansing, Michigan

LANSING, MICHIGAN

AND THE

**INTERNATIONAL BROTHERHOOD
OF ELECTRICAL WORKERS,
AFL-CIO**

LOCAL UNION 352



EFFECTIVE DATE JAN. 1, 1968

INDEX

	Page
A	
Absences	13
Addresses and Telephone Numbers of Employees	28
Agreement	1
Anti-Discrimination	29
Apprenticeship Standards	59
B	
Bargaining, Definition of	2
Bargaining Procedure	4
Bereavement Time	15
Bulletin Boards	29
C	
Call-in Pay	16
Cedar Sub-Station Training Program	57
Check-off	4
Classification of Work and Hourly Rates	42
Clean-up Time	24
D	
Disciplinary Action	32
Distribution of Overtime	20
E	
Effect of Invalidity of Provision of this Agreement	29
Effect of this Agreement	29
F	
Foremen Working	31
Free Choice Time	16
Full Day's Work	17
G	
Grievance Procedure	33
Grievance Procedure Definition	33
Grievance Procedure, Rules	36
Grievance Procedure, Steps of	33
H	
Holidays	17
Hospital-Medical-Surgical Insurance	18
Hours of Work and Wage Rates	12
I	
Inclement Weather	29
Insurance	18
Insurance, Double Indemnity	18
Insurance, General	19
Insurance, Hospital-Medical-Surgical	18
Insurance, Life	18
Insurance, Major Medical	18
J	
Jury Duty Pay Supplement	19
Job Content, Changes in	2
Job Posting	8

INDEX (cont.)

	Page
L	
Layoffs and Recalls	10
Leave of Absence	26
Leave of Absence, Loss of Seniority	28
Leave of Absence, Maternity	26
Leave of Absence, Military Reserve	26
Leave of Absence, Military Service	26
Leave of Absence, Personal Business	27
Leave of Absence, Sickness	27
Leave of Absence, Union Business	27
Life Insurance	18
Loss of Seniority	11
M	
Maintenance and Repair—Hours of Work	13
Maintenance of Union Membership	4
Major Medical Insurance	18
Maternity Leave	26
Meals	19
Military Reserve Leave	26
Military Reserve Pay Supplement	19
Military Service Leave	26
Moore's Park Station Operators Progression System	49
N	
New Jobs—Wage Rates	14
Notice to Board of Union's Representatives	5
O	
Ottawa Station Progression System	46
Overtime	20
Overtime, Distribution of	20
Overtime, General Provision	20
Overtime, Pyramiding	20
P	
Paid Time Off Credit	20
Paid Time Off Credit—Compensable Injury	20
Pay Periods	14
Permanent Transfers	8
Personal Business Leave	27
Physical Examination—Recall from Layoff	10
Present Jobs—Wage Rates	14
Probationary Employees	7
Purpose and Intent of Agreement	2
R	
Recognition of Union	2
Rest Time	14
Rest Time, With Pay	21
Retirement Allowance	21
Retirement Pension	21
Rights and Responsibilities	2

INDEX (cont.)

	Page
S	
Safety	30
Seniority	5
Seniority, Definition of	5
Seniority Lists	6
Seniority, Loss of	11
Seniority of Local Union 352 Representatives	8
Seniority Status	8
Shift Premium	22
Shift Rotation	13
Sick Time—With Pay	22
Social Security	23
Special Conferences	31
Standby Time	23
Steps of Grievance Procedure	33
Stewards	5
Strikes, Work Interruptions	31
Sunday Premium	24
Suspension—Disciplinary Action	32

T

Temporary Transfer Job—Wage Rates	15
Term of Agreement	37
Tools and Equipment Furnished	24
Training Time Review	9
Transfers—From and to Bargaining Unit	10
Transfers, Permanent	8
Transfers, Promotions, and Layoffs	8
Transfers, Temporary	8

U

Uniforms and Work-Clothing Furnished	24
Union Business Leave	27
Union Representation	5

V

Vacation, Eligibility and Allowances	24
Vacation Payment	25
Vacation Scheduling	24
Vacation, With Pay	24

W

Wage Rates—Attachment A	41
Wage Rates New Jobs	14
Wage Rates Present Jobs	14
Wage Rates Temporary Transfer Job	15
Work by Persons Outside the Bargaining Unit	31
Workmen's Compensation	25
Work Shift, and Shift Rotation	13
Work-Week—Hours of Work	12

TABLE OF CONTENTS

Article	Sections	Subjects	Page
		Agreement	1
I		The Parties' Purpose and Intent	2
II		The Parties' Rights and Responsibilities	2
III	1-4	Recognition of the Union	2
	1	Definition of the Bargaining Unit ..	2
	2	Bargaining Procedure	4
	3	Maintenance of Membership	4
	4	Check-off	4
IV	1-2	Union Representation	5
	1	Stewards	5
	2	Notice to the Board of Union's Representatives	5
V	1-5	Seniority	5
	1	Definitions	5
	2	Seniority Lists	6
		a. Board-Seniority List	6
		b. Journeyman-Seniority List	7
		c. Use and Effect of Seniority Lists	7
	3	Probationary Employees	7
	4	Seniority Status	8
	5	Seniority of Local Union 352 Representatives	8
VI	1-4	Transfer, Promotions and Lay-Offs ..	8
	1	Temporary Transfers	8
	2	Permanent Transfers	8
		a. Permanent Transfer within Classification	9
		b. Permanent Transfer to a Different Classification	9
	3	Transfer Out of and Back into the Bargaining Unit	10
	4	Layoffs and Recalls	10
VII		Loss of Seniority	11
VIII	1-2	Hours of Work and Wage Rates	12
	1	Hours of Work	12
		a. Work-Week	12
		b. Work Shift, and Shift Rotation	13
		c. Maintenance and Repair	13
		d. Absences	13
		e. Pay Periods	14
		f. Rest-Time	14
	2	Wage Rates	14
		a. Present Jobs	14
		b. New Jobs	14
		c. Temporary Transfer Job	15
IX	1-23	Wage Supplements	15
	1	Bereavement Time	15
	2	Call-in Pay	16
	3	Free Choice Time	16
	4	Full-Day's Work	17
	5	Holidays	17
	6	Insurance	18
		a. Hospital-Medical-Surgical	18
		b. Life	18
		c. Major Medical	18
		d. General	19

TABLE OF CONTENTS (cont.)

Article	Sections	Subjects	Page
	7	Jury Duty Pay Supplement	19
	8	Meals	19
	9	Military Reserve Pay Supplement ..	19
	10	Overtime	20
		a. General Provisions	20
		b. Distribution of Overtime	20
		c. Pyramiding	20
	11	Paid Time-Off Credit	20
	12	Rest Time, with Pay	21
	13	Retirement Allowance	21
	14	Retirement Pension	21
	15	Shift Premium	22
	16	Sick-Time, with Pay	22
	17	Social Security	23
	18	Standby Time	23
	19	Sunday Premium	24
	20	Tools and Equipment Furnished	24
	21	Uniforms and Work-Clothing Fur- nished; Clean-Up Time	24
	22	Vacation, with Pay	24
		a. Eligibility, and Allowances	24
		b. Scheduling	24
		c. Payment	25
	23	Workmen's Compensation	25
X	1-7	Leaves of Absence	26
	1	Maternity Leave	26
	2	Military Reserve Leave	26
	3	Military Service Leave	26
	4	Personal Business Leave	27
	5	Leave of Absence due to Sickness ..	27
	6	Union Business Leave	27
	7	Leaves of Absence and Loss of Seniority—General	28
XI	1-10	Miscellaneous	28
	1	Addresses and Telephone Numbers of Employees	28
	2	Anti-Discrimination	29
	3	Bulletin Boards	29
	4	Effect of Invalidity of Provisions of this Agreement	29
	5	Effect of this Agreement	29
	6	Inclement Weather	29
	7	Safety	30
	8	Special Conferences	31
	9	Strikes, Work Interruptions	31
	10	Work by Persons Outside the Bargain- ing Unit	31
XII	1-2	Disciplinary Action; Suspension	32
	1	Disciplinary Action	32
	2	Suspension	33
XIII	1-3	Grievance Procedure	33
	1	Definition of a Grievance	33
	2	Steps of the Grievance Procedure	33
		Step 1	33
		Step 2	34
		Step 3	34
		Step 4	34
		Step 5	34
	3	Rules of Grievance Processing	36

TABLE OF CONTENTS (cont.)

Article	Sections	Subjects	Page
	XIV	Terms of Agreement	37
Attachments		40
Attachment A		Classifications of Work and Hourly Rates	41
Attachment B		Ottawa Street Station, Progression System	46
Attachment C		Moore's Park Station Operators Progression System	49
Attachment D		Cedar Street Sub-Station Training Program	57
Attachment E		Board of Water and Light Apprenticeship Standards	59
Attachment F		Cedar Street Water Works Station Operators	67
		Cedar Street Water Works Station Fireman	67

AGREEMENT

This Agreement, entered in this 11th day of January 1968, between the Board of Water and Light of the City of Lansing, Michigan, (hereinafter referred to as the "Board") and the International Brotherhood of Electrical Workers, AFL-CIO, Local Union 352, (the Local being hereinafter referred to as the "Union").

Witnesseth:

WHEREAS, the Board is engaged in furnishing essential public services which vitally affect the health, safety, comfort and general well-being of the public; and

WHEREAS, the mutual responsibility of both the employees and the management of the Board to the public require that any disputes arising between the employees and management of the Board be adjusted and settled in an orderly manner, and

WHEREAS, both parties hereto recognize this mutual responsibility of service to the public, and

WHEREAS, the Board and the Union agree that one of the purposes of this agreement is to provide a fair day's work in return for a fair day's pay,

NOW, THEREFORE, for and in consideration of the premises and mutual promises herein contained, It is Mutually Agreed That:

ARTICLE I

THE PARTIES' PURPOSE AND INTENT

The general purpose of this agreement is to set forth rates of pay, wages, and conditions of employment, and to provide a procedure for the adjustment of grievances, so as to promote orderly and peaceful relations between the Board, its employees, and the Union.

The parties recognize that the interest of the community and the job security of the employees depend upon the Board's success in continuing the Board's services to the community on a basis competitively comparable to the provision of such services by other suppliers thereof located adjacent to the community.

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

ARTICLE II

THE PARTIES' RIGHTS AND RESPONSIBILITIES

The Union recognizes and agrees that the Board retain the sole and exclusive right to manage the affairs of the Board, in all respects and as to all matters in connection with the exercise of such right, and, specifically, that nothing in this Agreement shall be construed as delegating to another the authority conferred by law on any member or official of the Board, or, in any way, to abridge or reduce such authority.

The Board recognizes the Union's right to grieve, in accordance with the procedure provided in this Agreement, if action taken by the Board may reasonably and sensibly be claimed to be contrary to a specific limitation of its right which is clearly expressed in this Agreement.

The parties mutually agree that an employee covered by this Agreement shall immediately proceed to carry out any order or instruction given him by the Board (unless his doing so would obviously jeopardize the health or safety of himself or others). He shall raise any question he has as to the Board's right to give him the order or instruction only after he carries out the order or instruction, and his question must be based on a reasonable and sensible reading of a specific provision, or specific provisions, of this Agreement.

It is recognized that the Union may discuss changes in job content with Management of the Board before changes are effectuated.

ARTICLE III

RECOGNITION OF THE UNION

Section 1—Definition of the Bargaining Unit:

The parties concur that this Agreement shall initially cover all full-time Board employees who normally work as set forth in Article VIII, Section 1, hereof and who work at or are assigned to the following locations or departments which are defined, for convenience, in the manner in which

they have long been referred to by the parties, and as to each of which the Union has demonstrated, by a clear majority, that it has been given representative status by the employees therein:

General Maintenance Department
Calcliner Plant
Cedar Street Pumping Station
Cedar Street Sub-Station
Customer Accounting
Electric Construction and Maintenance
Electric Distribution Department (Including the Meter Section thereof)
Main Office Building: Housekeepers, Janitors and Utility Men

Meter Reading, PBX

Moore's Park Steam Heat Plant
Ottawa Street Station
Otto E. Eckert (Moore's Park) Station
Steam Heat Distribution
Stores and Machine Shop
Water Conditioning Plant
Water Distribution

but excluding: supervisors and executives; administrative, secretarial, stenographic and clerical employees who directly assist a supervisor or executive; engineering, professional and technical employees; and any persons doing work for the Board but not as a full-time employee of the Board (for examples only, part-time and temporary employees, employees hired for specific work at building trades rates, and contract personnel).

The parties further recognize that, upon the Union's demonstration that a clear majority of the employees in any one (1) of the following employee groups has given the Union representative status, such group(s) shall be added to the above-defined bargaining unit, and such amendment of this Agreement, if any, as may be appropriate to accommodate such expansion of the bargaining unit shall be undertaken promptly by the parties:

Electrical Engineering
Mechanical Engineering
Merchandise Sales

but excluding: supervisors and executives; administrative, secretarial, stenographic and clerical employees who directly assist a supervisor or executive; and any persons doing work for the Board but not as a full-time employee of the Board (for examples only, part-time and temporary employees, employees hired for specific work at building trades rates, and contract personnel)—and it being understood that employees of the Personnel and General Accounting Departments shall not be eligible for inclusion within the bargaining unit.

The parties included in the initial bargaining unit guards, watchmen and other personnel who presently have some degree of security responsibility. They agree that either the Board or the Union may seek a ruling as to the propriety of including in the unit personnel whose primary responsibility is to enforce, against employees and other persons, rules to protect the property of the Board or of other employees, or to protect the safety of persons on the Board's premises, or to prevent or eliminate the presence of unauthorized persons on the Board's premises—it being rec-

ognized that they may perform other incidental work to fill in their shift. If by statute, or by applicable decision of an administrative Board or of a Court it is determined that such personnel would be inappropriately included in the bargaining unit, such personnel shall forthwith be excluded from the bargaining unit.

Section 2—Bargaining Procedure:

All collective bargaining in respect to rates of pay, wages, hours of work and other conditions of employment shall be carried on between authorized representatives of the Union and the duly authorized representatives of the Board.

Section 3—Maintenance of Membership:

An employee who is a member of the Union on the thirty-first calendar day following the effective date of this Agreement, or who becomes a member thereafter shall, as a condition of continuing employment, continue his membership in the Union for the duration of this Agreement, to the extent of paying an initiation fee, if any is required, and the duly authorized membership dues (including such general assessments as may be a part thereof) uniformly required as a condition of acquiring or retaining membership in the Union.

Section 4—Check-off:

A. Upon proper authorization by the employee, the Board agrees to deduct from the pay of an employee of the Board who is a member of Local Union 352 his initiation fee, if any, and periodic dues (including such general assessments as may be a part thereof) once each month for the duration of this Agreement. This duty to check-off shall be subject to the following sub-sections.

B. Local Union 352 shall furnish and shall deliver to the Board's Personnel Director a signed copy of a written authorization for the deduction of money owed Local Union 352 by any employee of the Board. This authorization shall be on the Union's standard form for such purpose. This form shall comply with the requirements of any State or Federal law.

- (1) Any deduction-authorization form furnished by the Union which the Board believes to be incomplete or in error will be returned to the Union's Financial Secretary, with written notation of the reason(s) for its return, and no check-off shall be made under such a form until the deficiency is corrected.
- (2) Any dispute about a Union deduction-authorization form shall be discussed between the Board's Personnel Director and the Union's Business Manager. If they are unable to resolve the matter, the Union shall submit it in Step 4 of the grievance procedure.

C. The Board shall check-off, from the earnings paid on the first pay-day of each month only obligations which come due at the time of check-off, will make check-off deduction only if the employee has enough pay due to cover such obligation, and will not be responsible for refund to the employee if he has duplicated a check-off deduction by direct payment to the Union.

D. The Board will send to the Union's Financial Secretary a check in the amount of total deductions made in

the Union's behalf, no later than one (1) week after the first pay-day in each month.

E. The Board's remittance will be deemed correct if the Union does not give written notice to the Board's Personnel Director within two (2) calendar weeks after a remittance is sent, of its belief, with reason(s) therefor, that the remittance is incorrect.

F. The Union agrees to indemnify and save the Board harmless against any and all claims, suits or other forms of liability arising out of its deduction from an employee's pay of Union initiation fee and/or dues. The Union assumes full responsibility for the disposition of the deductions so made, once they have been sent to the Union.

ARTICLE IV UNION REPRESENTATION

Section 1—Stewards:

The employees covered by this Agreement will be represented by fourteen (14) Stewards. The Union shall have the exclusive right to assign such Stewards, but shall assign at least one (1) Steward to each of the following locations or departments:

- General Office
- Water Production (Cedar Sub-Station)
- Water and Steam Distribution
- Ottawa Station
- Otto E. Eckert Station
- Electric Distribution Department
- Electric Construction and Maintenance
- General Maintenance
- Stores and Machine Shop

The Union shall designate an Alternate Steward for each Steward. He shall serve as Steward only in the Steward's absence from work for his shift.

At the time of his designation, a Steward shall have completed his probationary period and be employed in the group he represents.

If a new location or a new Department is established, which will employ employees covered by this Agreement, the Board will, upon written request of the Union's Business Manager to the Personnel Director, discuss the provision of additional Steward(s).

Section 2—Notice to the Board of Union's Representatives:

The Business Manager of the Union shall keep the Board's Personnel Director currently advised, in writing, of the names of the Stewards and of the group which each represents.

ARTICLE V SENIORITY

Section 1—Definitions:

A regular, full-time employee covered hereby who
—has completed the probationary period hereinafter

set forth, following his most recent date of hire, and —has thereafter continuously worked for the Board shall have "Board-seniority" as of his first day of work following such data of hire (less any period during which seniority does not accumulate, where so provided in this Agreement).

In addition, an employee who is a journeyman in any one of the following classifications shall have "Journeyman-seniority" for all time he has worked for the Board in that classification since his most recent date of hire by the Board:

- Cable Splicer
- Electric Meter Tester
- Electric Repairman
- Lineman
- Primary Meterman
- Secondary Meterman
- Troubleman
- Wireman (an "Electrician" assigned to the Electric Construction and Maintenance Department)

Seniority shall be applied only as specifically set forth in this Agreement. Unless otherwise specified herein, "seniority" shall mean "Board-seniority."

The parties recognize that seniority, for the purposes of this Agreement, arises from this Agreement and terminates with it.

Section 2—Seniority Lists:

A—Board-Seniority List:

Promptly following the date that this Agreement is entered into, but no later than sixty (60) days thereafter, the Board shall post on appropriate bulletin boards a list showing the name of each employee covered hereby and his job-title, in Board-seniority order as of January 1, 1967 according to its records—most senior employee being listed first. Concurrently with such posting, the Board shall send a copy of such list to the Union's Business Manager.

It shall be the responsibility of each employee promptly to check the seniority list. If an employee on the active payroll, or, otherwise, his Steward, does not believe that the employee's seniority is correctly shown on the list, the Board's Personnel Director shall be notified in writing of the alleged error, within ten (10) days of the date the list is posted. The employee or his Steward, as the case may be, and the Personnel Director shall promptly try to settle such a question, and the Board's Personnel Director shall promptly, and in writing, notify the Union's Business Manager of any correction so made in an employee's seniority. If the question is not so settled, the employee or his Steward, as the case may be, may refer it to Step 4 of the grievance procedure. If the question is not referred to the grievance procedure within five (5) working days after the Board's Personnel Director gives his answer, the employee's seniority shall be deemed to be correct as posted.

Ten (10) days after posting of the seniority list, it shall be deemed to show the correct Board-seniority of employees covered hereby, except as to any employee the question of whose seniority shall have been referred to the Board's Personnel Director or to the grievance procedure, and remains unsettled at that time.

Every twelve (12) months after the date of the initial list, during the term of this Agreement, the Board will post

on the bulletin boards and will furnish to the Union's Business Manager a Board-seniority list revised to the preceding January 1. Each such list shall be subject to both the administrative procedure cited above, the method for settling an employee's question as to his posted Board-seniority, and the same finality ten (10) days after posting.

B—Journeyman-Seniority List:

Promptly following the date that this Agreement is entered into, but no later than sixty (60) days thereafter, the Board's Personnel Director shall post on appropriate bulletin boards and, also, shall send to the Union's Business Manager a journeyman-seniority list as of January 1, 1967, showing, by classification, and in order of seniority in that classification, the name of each employee having such journeyman classification seniority and the amount thereof. If the Business Manager does not notify the Personnel Director, in writing, that he believes the list to be in error with the reason(s) for such belief, within fifteen (15) days after it was sent to him, the list shall be deemed correct.

If there is claim of error in the list the Business Manager and the Personnel Director shall endeavor to settle the question (s) raised. If they have not done so within ten (10) days after the date that claim of error was made, the Business Manager may, in a further period of ten (10) days, refer the question(s) to Step 3 of the grievance procedure. If he does not do so, the question(s) as to the list shall be deemed withdrawn, and the list shall be deemed correct as sent to the Business Manager (and as it may have been mutually revised by him and the Personnel Director in their discussion of questions raised about it).

Every twelve (12) months after the date of the initial journeyman-seniority list, during the term of this Agreement, the Personnel Director shall send to the Business Manager a seniority list revised to the preceding January 1. Each such list shall be subject to the review procedure above.

C—Use, and Effect, of Seniority Lists:

In effecting a personnel change, the Board shall be entitled to rely on the currently posted Board-seniority list and the current journeyman-seniority list. An employee shall notify the Board's Personnel Director, in writing, as closely as possible to the time of such a personnel change, if he thinks that the posted seniority list does not correctly show relative seniority as of the date of the personnel change. If he does so and the Personnel Director agrees that circumstances since the posting of the list have altered the relative seniority posted, the Personnel Director shall promptly correct the error. In any case the Board shall incur liability for the erroneous personnel change beginning with the sixth (6th) working day following the day on which the employee notified the Personnel Director of the error, if the error has not been corrected.

Section 3—Probationary Employees:

An employee hired in on a regular, full time basis shall be considered a probationary employee for the first six (6) months of his employment.

The parties recognize that an employee hired on a part-time or temporary basis does not accumulate a probationary period regardless of the length of his employment except,

however, that a temporary employee who later is transferred to full-time status is given credit towards his probationary period from his date of hiring as a temporary employee.

There shall be no seniority among probationary employees.

The Board shall have no obligation to re-employ an employee who is laid off for lack of work or discharged during his probationary or temporary classification. An employee who is laid off or discharged during his probationary period shall begin his probationary period again if he is later re-hired by the Board.

Section 4—Seniority Status:

When an employee completes his probationary period, he shall accumulate seniority as of the date of his most recent employment.

As between any two (2) or more employees who have the same seniority date, seniority shall be determined by the alphabetical order of the last names they bore on the date they were placed on the seniority list.

Section 5—Seniority of Local Union 352 Representatives:

Notwithstanding his position on the seniority list, a Steward shall, in the event of a layoff, be continued at work as long as there is a job in the group which he represents which he can perform without break-in, and, if he is laid off, he shall be recalled to work on the first open job in his group which he can perform without break-in.

Notwithstanding their positions on the seniority lists (Board or journeyman) the Business Manager, the President, and the Assistant Business Manager of Local 352, in that order shall, in the event of layoff, be continued at work as long as there is a job covered by this Agreement which he can perform without break-in. Their recall shall be in reverse order of their layoff and to the first open job which can be performed without break-in.

ARTICLE VI

TRANSFERS, PROMOTIONS AND LAY-OFFS

Section 1—Temporary Transfers:

If there is a temporary surplus or deficiency of employees in any classification covered by this Agreement, the Board may adjust the situation by temporarily assigning employees to other work within their classification or within another classification for which the Board deems them qualified. While the employee is involved in the temporary situation he will be paid in accordance with Article VIII, Section 2 C of this Agreement.

Section 2—Permanent Transfers:

Notice of a vacancy in a job other than an entrance classification indicated in Attachment A, shall be posted on all bulletin boards by the Board for a period of one (1) calendar week. The posting shall include the probable number of openings and a brief description of the job.

An employee desiring to fill a posted job must make written application to the Department Head on the form available at the Department Office during the period of the

posting. Thirty (30) days following the date the opening is filled, all applications received for that specific job during that posting period will be destroyed.

Before an employee departs on either a vacation or a leave of absence he may file with his Department Head a written expression of his interest in bidding for one (1) or more classifications. If such a classification is posted during his absence and if he is scheduled to return in time to undertake the job when the Board plans to start it—his expression of preference shall be entered as a bid.

After the end of the posting period, an employee may not bid, regardless of his reason for failure to bid during the posting period, and also regardless of his seniority standing relative to those who did bid during the posting period.

Bidders in the particular Department or Plant in which the job is open shall first be considered, in accordance with the following:

A—Permanent Transfer within Classification:

Employees who have bid merely to transfer to another job within the same classification shall be considered in seniority order subject to equal qualifications.

B—Permanent Transfer to a Different Classification:

Bidders shall be considered on the basis of present ability and on the basis of seniority. If there are two (2) or more bidders who are relatively equal in present ability to perform the work available, seniority shall prevail in the choice of the bidder selected. The "seniority" referred to in this connection, shall be Board-seniority except for those specific classifications in which journeyman-seniority has hereinbefore been recognized, in which eight (8) classifications, journeyman-seniority shall be applied. If the senior man is by-passed and he thinks he has the ability for the promotion, he may raise the question through the grievance procedure.

If the job is not so filled, bidders from other departments or plants will be considered next, on the basis of "A" and "B" above.

During his first twenty (20) working days on the job he bid for—whether "A" or "B", above—an employee may elect to return to his former job if he gives sensible reason for his desire to do so. During the first twenty (20) working days following transfer under "A" or "B" above, the Board may transfer him back to his former job, within that period. If the job is thus vacated, the Board may, at its option, select another bidder from the posting or re-post the job.

After an employee completes twenty (20) working days on the job he bid for, his seniority shall be transferred to the classification of the job. However, the parties recognize that, after an employee's seniority is transferred to the classification for which he bid, he is, nevertheless, subject to the Board's right to remove him from the classification on the basis of his performance on the job.

After an employee's successful transfer to the job in response to his bid for it, he shall be ineligible to bid for another posted job until he has served on that job for six (6) months.

If an open job is not filled through the methods above provided, the Board may either select an employee and train him for the job, or hire in an employee for it, at its option. An employee's time spent in training shall be reviewed at the department level every sixty (60) days following his selection date.

The final decision on transfers or promotions rests with the Board, subject to the grievance procedure.

Section 3—Transfer Out of and Back into the Bargaining Unit:

If an employee is transferred to a position under the Board which is not included in the bargaining unit and is thereafter transferred again to a position within the unit, he shall have retained and accumulated seniority while working in the position to which he was transferred. Employees transferred under the above circumstances shall retain all rights accrued for the purposes of any benefits provided for in this Agreement.

Section 4—Layoffs and Recalls:

If, and as promptly as it is practicable after, it appears to the Board that a reduction in the force (a mass layoff) of employees covered by this Agreement will be required, the Personnel Director will so notify the Union's Business Manager, in writing. The parties shall promptly undertake a special conference, hereinafter provided for, to endeavor to develop a mutually satisfactory method of adjusting the work-force—as by spreading the work by reducing the work-week, by transferring employees, or by taking other action which they deem appropriate. If they are unable to develop such a program by the time the Board determines that action on the layoff must be taken, the following procedures shall be followed:

Probationary employees in the Department or Plant affected shall be laid off first, after which seniority employees in each affected classification there shall be laid off, starting from the bottom of the seniority list.

After an employee has been laid off for a period of four (4) full work-weeks, he may within the following work-week only, make written application at the Personnel Office for assignment to a job. If he does so, he shall be assigned to the job of the least-senior employee in the bargaining unit whose job he is, in the Board's judgment, presently able to perform. Such assignment shall be made as of the start of the second work-week following application. However, an employee shall not be assigned to a job paying more than the job from which he was laid off.

When the size of the work-force is to be increased after a reduction-in-force, employees laid off shall be recalled in seniority order to fill the vacancies thus created. Employees so recalled may be required to pass the Board's standard physical examination. If the employee's condition has not changed, and he is not permitted to return to work because of the physical examination, he shall be permitted to undergo examination upon his request by two other physicians, one of his choice and one selected by mutual agreement between the Union and the Board. These two requested examinations shall be at the employee's expense.

Notice of recall may be given in person, by telephone, by telegram or by registered or certified mail. In the case of notice given in person or by telephone, the Board shall promptly thereafter give to the Business Manager a written memorandum that it has given such notice. In case of notice given by telegram or mail, the employee's last address of record with the Board shall be used.

An employee who fails to report for work when notified to do so in person or by telephone, by the starting time of his shift on the fourth (4th) working day thereafter, or by the starting time of his shift on any later day on which he is instructed to report, shall be deemed to have quit, shall cease to have seniority, and shall have his name removed from the seniority list. An employee who fails to report for work when notified to do so by telegram or by registered or certified mail, by the starting time of his shift on the sixth (6th) working day after the date such notice is sent, or by the starting time of his shift on any later day on which he is instructed to report, shall likewise be deemed to have quit as of his last day of work and shall lose seniority. However, if an employee's failure to report for work is on account of illness or injury or other serious reason beyond his control, he may retain his seniority if he has notified the Board's Personnel Director of such reason by telegram or by registered or certified mail, received prior to the deadline for his reporting for work. It is recognized that the Board may require substantiation of the reason given by an employee. If it is not substantiated promptly upon request of the Personnel Director, to the satisfaction of the Personnel Director the Board may determine that the employee's loss of seniority shall stand, and the employee may appeal the Board's determination to the grievance procedure, beginning in Step 4.

When lay-offs are made for purposes of reduction of work force, an employee who is laid off shall retain, but shall not accumulate, (Board and/or journeyman) seniority.

An employee who is laid off for a period equal to his seniority at time of layoff, or for a period of one (1) year, whichever is shorter, shall cease to have seniority and his name shall be removed from the seniority list.

ARTICLE VII

LOSS OF SENIORITY

An employee shall lose his seniority if:

- A. He quits; or,
- B. He is discharged and the discharge is not reversed through the procedure provided in this Agreement; or,
- C. He is absent from work, without permission, for three (3) successive work-days ("successive" work days being understood to include work-days surrounding a period of scheduled time-off, but not to include the period of such time-off itself). If the employee's absence is on account of illness or injury or other serious reason beyond his control, he may retain his seniority if he has notified the Board's Personnel Director by telegram or by registered or certified mail received prior to the expiration of his third (3rd) successive day of absence from work. It is recognized that the Board may require substantiation of the reason given by an employee. If it is not substantiated upon request of the Personnel Director, to his satisfaction, the Board may determine that the employee's loss of seniority shall stand, and the employee may appeal the Board's determination to the grievance procedure, beginning at Step 3; or,

D. He retires, or has been retired, from the Board's service; or,

E. He dies.

As is covered elsewhere herein an employee may also lose seniority for failure to fulfill his duty to respond to recall from layoff, as the result of a lengthy layoff or sick leave, for giving false reason to obtain a leave of absence, for being employed or self-employed, without prior approval of the Personnel Director, while on a leave of absence, or for failure to report on time on the first work-day following a leave of absence.

ARTICLE VIII

HOURS OF WORK AND WAGE RATES

Section 1—Hours of Work:

It is recognized that the furnishing of electricity, water and steam to a large area and to thousands of citizens solely dependent on the Board for such services requires that employees be available for the work to be done whenever it needs to be done, in the Board's judgment, and that employees must be scheduled accordingly. Assumption of a work-responsibility in the utility industry necessarily and inevitably involves, as a condition of employment, assumption of such scheduling circumstances.

A—Work-Week:

The normal work-week shall be scheduled by an employee's Department Head and shall consist of a period of five (5) consecutive days, (on a regularly scheduled shift which, on days, shall be between the hours of 7:00 a.m. and 5:00 p.m.), including holidays recognized by this Agreement, the period beginning in most cases on Monday or, in other cases, on Tuesday, except as is otherwise provided herein.

All employees of the General Maintenance Department will work a normal work-week, except when on loan to other departments for scheduled shift work.

"Shift work" is work on an operation which runs seven (7) days per week. Except on normally scheduled shift rotation, an employee on "shift work" shall work five (5) consecutive days, which may include Saturday, Sunday or a holiday recognized by this Agreement, and shall have two (2) consecutive full days off. Shift schedules may be changed (for a limited time) to the extent that, in the Board's judgment, such is warranted by operations and/or the availability and/or ability of employees involved. So far as is practicable, and the ability of the employee warrants in the Board's judgment, "shift work" employees shall be so scheduled that one (1) shift will have Saturday and Sunday off.

It is recognized that, in a few instances (such as Trouble-Men, Telephone Operators, and Utility Men, for examples) —which shall be kept to the minimum practicable in the Board's judgment—the provisions of the immediately preceding paragraph shall not apply and an employee's work-week may be averaged over a period of fourteen (14) consecutive days.

The work-schedule for an employee engaged in the receiving, storing and other handling of coal will normally

be on a day-time basis which may include Saturday, Sunday or a holiday recognized by this Agreement. Such schedules shall be subject to change when required to facilitate coal handling, but such schedule-changes will be kept to the minimum reasonably possible under the circumstances faced by the Board.

The Board will give the Union's Business Manager advance notice of any change in the schedule posted or announced for a group of employees. If the notice is given verbally, the Board's representative giving the notice will promptly confirm it by written memorandum to the Union's Business Manager.

B—Work-Shift and Shift Rotation:

An employee's work-shift shall be eight (8) hours of work and so far as is practicable, and to the extent that the ability of the employees involved warrants, employees on round-the-clock operations shall not be continuously assigned to the same period of work-hours, except for a group of employees such as Telephone Operators, Utility Men, etc., who may be otherwise scheduled by their Department Head.

Lunch-Period:

An employee shall be entitled to a lunch-period, of duration established by his Department Head, as close to middle of his scheduled period of work as is practicable under the circumstances of the work involved. Such lunch period shall be unpaid except as is provided in the paragraph immediately following and, also in Article IX, Section 8.

In those classifications, as determined by the Department Head, the work of which does not permit a period of time away from work for lunch, so that an employee is required to eat on the job, the employee shall be paid for all hours for which he is scheduled at his basic, straight-time rate.

C—Maintenance and Repair:

The work-shift and/or work-week for employees engaged in the maintenance and repair of equipment in Generating Stations, Steam Heat Plants, Substations, Water Production Plants, Water Conditioning Plants, Calciner Plants, and other such facilities used in supplying a continuous service, (such as all electrical and mechanical repairmen or other maintenance men of any kind) shall be subject to change at any time when required to properly maintain such equipment. Any employee affected shall be given as much advance notice of any working schedule change as is reasonably possible under the circumstances presented. Shift changes shall not be made to prevent short periods of overtime, but will be made only in cases of maintenance and/or repair of longer duration.

D—Absences:

The parties mutually recognize that in view of the essential public services performed by the Board, an employee shall not absent himself from duty unless he has first secured permission from his Supervisor at least twenty-four (24) hours in advance of such absence. However, in case of an unforeseeable emergency, the employee shall notify the Board at its telephone number as early as possible under the circumstances. Failure to secure advance permission for

absence, or to give notice in such an emergency situation, is agreed to provide proper cause for disciplinary action.

E—Pay Periods:

Bi-weekly payroll periods will be closed at midnight of alternate Saturdays and pay checks will normally be available at the employee's department office by 4:30 p.m. on the first Thursday following, except that if a holiday recognized by this Agreement is observed in the Saturday through Thursday period, such availability of pay-checks shall begin at 4:30 p.m. on Friday.

An employee who may occasionally need his pay check earlier than normal must make written application to his Department Head for same not less than one (1) calendar week ahead.

For purposes of timekeeping and payroll records, an employee's time shall be reported to the nearest one-quarter ($\frac{1}{4}$) hours.

F—Rest Time:

The Board may provide a period of time away from work, for rest, either because long hours of work are anticipated or because they have been worked.

When an employee is required to work such hours that all, or nearly all, of his sleeping time permitted by his schedule is lost, or when he is required to work sixteen (16) hours or more in a twenty-four (24) hour period, he shall be entitled to a rest period of at least eight (8) hours, beginning as soon as the necessities of the work permit. Such rest time shall be unpaid except as provided in Article IX, Section 12.

Section 2—Wage Rates:

A—Present Jobs:

The classifications of work, as of the date of this Agreement, and the wage rate(s) per hour for work performed in each classification, for employees included in the bargaining unit covered by this Agreement, shall be as set forth on Attachment A which is attached hereto and made a part hereof.

Effective January 1, 1968, the wage rates set forth in Attachment A include a \$.20 per hour increase in basic wage rate. Effective January 12, 1969, all employees covered by this agreement will receive a \$.19 per hour increase in basic wage rate. These increases apply to both the minimum and maximum rates listed in Attachment A.

B—New Jobs:

At the start of a new job which would be within the bargaining unit and which cannot properly be placed in a classification set forth on Attachment A, the Board will notify the Business Manager, in writing, of such new classification and of the rate which the Board has applied to it.

The classification and rate so established by the Board shall become permanent at the end of ten (10) working days after such notice to the Business Manager unless, within the last five (5) working days of such period, the Business Manager shall, in writing, request the Board's Personnel Director to discuss the rate established for such classification.

If the Business Manager requests such discussion, he and the Board's Personnel Director shall each expend their best efforts to conclude such discussion, in a manner mutually satisfactory, within five (5) working days following the Business Manager's request. If they are unable to do so within such period, the matter shall be referred to Step 3 of the grievance procedure. The Personnel Director and the Business Manager shall each have the right to have present at the meeting provided for in that Step, any person referred to in the provision for that Step in Article XIII.

If the rate on such a new classification through discussion or the grievance procedure, is settled higher than the rate which the Board assigned to it, such higher rate shall be applied retroactively to the date the job was first worked, unless mutually agreed otherwise between the Board and the Union.

C—Temporary Transfer Job:

The rate of his regular job or the rate of the job to which he is transferred—whichever is higher—shall be an employee's applicable base rate for all hours worked on that day, providing he works four (4) hours or more on the higher rated job.

ARTICLE IX WAGE SUPPLEMENTS

Section 1—Bereavement Time:

- A. At the time of the death of a member of his immediate family, as defined below, an employee shall be granted leave of absence for the purpose of making funeral arrangements, attending the funeral, etc., for a period of time which is of duration appropriate to the circumstances presented (such as the out-of-town travel involved), and he shall be paid for not to exceed three (3) of his scheduled work-days in that period. Such payment shall be charged to his paid time off credit, hereinafter provided for. "Immediate family" shall mean grandparent, parent, step-parent, spouse, child, grandchild, brother, sister, or parent-in-law, wherever they may have resided, or any other family member whose residence is the same household as the employee at the time of death.

The Board may require verification of the death and/or the relationship of the employee to the deceased, at its discretion, following the leave and before making payment for the bereavement time. Board shall withhold payment if the employee did not make prompt request for leave, prior to taking the time off, so that his work could be covered in his absence.

- B. An employee who serves as a pallbearer at the funeral of a fellow-employee of the Board or of a pensioner from employment with the Board will be paid straight-time pay for such work-hours so lost as may be necessary for this purpose in the Board's judgment, provided he gives to his immediate Supervisor as much advance notice as is possible under the circumstances, of his need to be off work for this reason. Such payment will not be charged to an employee's paid time off credit.

Section 2—Call-in Pay:

An employee who is called in to work outside of and not continuous with his regularly scheduled working hours shall be guaranteed at least two (2) hours' pay at the overtime rate of his regular job or of the job which he is called in to perform—whichever is the higher rate. Such two (2) hours shall include travel time from his residence to the place to which he is ordered to report and from his last place of work on the call-in back to his residence. If an employee is dispatched to more than one job before the end of the basic two-hour period, no extra time will be allowed on that account.

The minimum time and travel allowances provided for herein do not apply if an early call-in period extends into the start of the employee's regular work period, nor to overtime work continuous without interruption after such regular work period.

The inclusion of travel time in the call-in pay provisions of the first paragraph of this section shall not apply to pre-scheduled overtime when advance notice of two (2) hours or more has been given—including the situation where an employee is asked to work overtime following a break of one (1) hour or more at the end of his regular work period. If less than two (2) hours' notice is given, or if the break is less than one (1) hour, such call-in pay provisions shall include travel time.

Section 3—Free Choice Time:

As of January 1, 1968, each employee covered hereby is credited with twenty-four (24) hours of "Free Choice Time" at his basic hourly rate set forth in Attachment A. Each January 1st thereafter, during the term of this Agreement, an employee having seniority status on that date shall be so credited with twenty-four (24) hours of "Free Choice Time."

An employee who completes his probationary period during 1968, or in any calendar year during which this Agreement is in effect, shall be credited with "Free Choice Time" at his basic hourly rate set forth in Attachment A, as follows:

<u>If he completes probation on or before</u>	<u>"Free Choice Time"</u>
April 1st	Twelve (12) hours
July 1st	Eight (8) hours
October 1st	Four (4) hours

Upon the annual crediting each year, beginning January 1, 1968, any "Free Choice Time" credit previously remaining shall be cancelled.

By prior arrangement made with his Department Head, or Plant Engineer, an employee may be scheduled off for a period of four (4) or of eight (8) hours of work, and such period(s) shall be charged to, and paid from, his "Free Choice Time" credit, to the extent of such annual credit. The payment of overtime shall not be grounds for denial. Customer Accounting employees may elect to utilize "Free Choice Time" credit as a personal holiday for a four (4) hour period before a general holiday, cited in Section 5, except that sufficient employees will be retained to provide necessary services if the business office is required to be open.

Section 4—Full-Day's Work:

An employee covered by this Agreement who reports for his scheduled regular work-day, on time and in condition to work, will be paid for such scheduled hours unless he is suspended or disciplined pursuant to Article XII, or is laid off pursuant to Article VI, Section 4, or voluntarily leaves work.

Section 5—Holidays:

An employee may use "Free Choice Time" as personal holidays on dates of his selection (such as the birthday or anniversary of himself or of a member of his family, a holiday observed by those of his religious faith, etc.) on which he would otherwise be scheduled to work—after making prior arrangement for such a personal holiday with his Department Head or Plant Engineer. If more employees apply for the same date, for a personal holiday, than can be spared from work that day, in the judgment of his Department Head or Plant Engineer, the date will be granted as a personal holiday to the number of employees, if any, who can be spared, in the seniority order of the applicants.

The Board also recognizes the following general holidays:

New Year's Day	Memorial Day	Independence Day
Labor Day	Thanksgiving Day	Christmas Day

On the above general holidays, the Board will schedule off as many employees who would otherwise be scheduled to work as, in the Board's judgment, it can spare consistent with its responsibilities to its customers.

An employee who is scheduled off on a general holiday will be paid at his regular hourly rate, exclusive of shift or overtime premium, for such hours as he otherwise would have worked for the Board on that holiday, provided he works the full period of his last scheduled work-day prior to and his next scheduled work-day after, the holiday, or is absent from work by reason of utilizing Paid Time Off Credit, Vacation, or "Free Choice Time", or Excused Absence with prior approval by his supervisor.

If the day observed as a general holiday was an off-day in the employee's work schedule, his next regularly scheduled work-day shall be his holiday, with the following exception: Customer Accounting Department employees who would regularly be scheduled off on a Saturday on which one of the above general holidays is observed, will be given a choice of taking the preceding Friday, or the following Monday as their holiday, except that sufficient employees will be retained to provide necessary services on the Friday and Monday involved. In addition, if he works on such an otherwise off-day general holiday, he shall be paid at overtime rate for hours worked on such holiday.

When any of the above general holidays falls on a Saturday or Sunday that an employee is scheduled to work, he shall observe it as his holiday.

An employee who works on a general holiday, shall receive holiday pay, in addition to pay at overtime rate for hours worked on the holiday.

An employee who fails to work a general holiday work-assignment, without reasonable cause acceptable to the Board, shall not receive holiday pay.

Section 6—Insurance:

A—Hospital, Medical, Surgical:

The board will make available to an employee covered hereby a choice of Blue Cross/Blue Shield Plans of hospital, medical and surgical insurance.

An employee shall become covered by insurance through his completion of the required forms (at time of hire, re-hire, or during an annual enrollment period), and his acceptance by Blue Cross/Blue Shield as a participant. Such forms, and information as to the Plans, shall be available at the Board's Personnel Office.

For an employee who has attained Board-seniority, and who has not reached age 65, the Board will pay one hundred percent (100%) of the premium for ward-service coverage of one person, two persons, or family, under the basic coverage rules of Blue Cross/Blue Shield applicable to the situation. The employee will pay, by payroll deduction, the balance of the total premium due for any other Blue Cross/Blue Shield service and/or coverage whatsoever, which the employee selects and which is more expensive than the coverage provided to be paid for by the Board.

When an employee attains age 65, the Board shall substitute hospital-medical-surgical coverage, for the employee and spouse, under the Blue Cross/Blue Shield "M-65 Plan" which coordinates with "Medicare" administered by the Federal Government. The Board will also reimburse such an employee the \$3.00 per month charge for "Medicare," whether the employee is on the active payroll or is on retirement under the Board's Pension Plan, and will reimburse the spouse \$3.00 per month "Medicare" charge if and so long as the spouse is receiving benefits under such pension plan.

B—Life:

The Board will arrange for a policy of group life insurance for active employees, subject to the terms and conditions set forth in said policy, as from time to time amended. The amount of insurance for each applicant shall be equal to the number of thousand dollars earned by the employee during each year beginning May 1 and ending April 30, based on 2080 hours times base rate. For example, an employee earning between \$6,000 and \$6,999 would be entitled to \$6,000 insurance which would cost the employee \$3.60 per month. (The Board will charge 60¢ per month per \$1,000). If the employee's annual earnings increase, the amount of his insurance shall be redetermined in accordance with the above formula effective as of May 1st next following the day of such increase in annual earnings.

The amount of group life insurance on each employee retired after July 15, 1961 shall be 50% of the amount of insurance on his life immediately prior to his retirement.

A double indemnity provision for active employees will be arranged with the insurance company to cover accidental death and the Board will pay the cost of this coverage.

C—Major Medical:

The Board will arrange for \$100 deductible major medical insurance which will pay 75% of hospital-surgical-medical expenses incurred by an employee, beyond the benefits now provided under this Agreement, up to a limit of \$5,000 per benefit period.

D—General:

The Board reserves the right to substitute another carrier of any coverage; the fundamental provisions of the present coverage will not be reduced.

Section 7—Jury Duty Pay Supplement:

During the period when an employee is performing required jury duty service during hours when he would otherwise be regularly scheduled to work, the Board will pay him the difference, if any, between his fees for jury duty and pay at straight-time rate, for the hours which he would have worked on his regularly scheduled shifts during his period of jury duty, provided the employee gives his Department Head or Plant Engineer prompt notice of his call to jury service and, thereafter, provides to his Department Head or Plant Engineer evidence of his performance of jury service and of the payment he received for it.

Section 8—Meals:

If an employee is called in to begin work before his regular starting time for that day—without advance notice of one (1) hour or more—and continues work into his regular shift, he will be furnished a reasonable meal at the Board's expense as soon as conditions permit.

When under circumstances such that the immediate supervisor of a job reasonably and sensibly requires an employee to delay the usual starting time of his unpaid midshift meal (referred to in Article VIII, Section 1-B) for more than one (1) hour, his midshift meal period will be considered as time worked, and he may eat on Board time as soon thereafter as is practicable.

When an employee is required to work beyond his scheduled quitting time for more than two (2) hours, or for periods of more than six (6) consecutive hours of unscheduled overtime work, he will be furnished a meal at the Board's expense and will be paid for actual required eating time up to forty-five (45) minutes, if the meal is eaten within a work period.

However, if at the time an employee is released from work at the end of the job he is entitled to a meal under the provisions above, he may, at his option, purchase a reasonable meal, to be eaten on his own time, for which meal the Board will reimburse him, or, elect to accept one-half ($\frac{1}{2}$) hour at, his rate then applicable, for each meal not so furnished.

Meals, or meal-time, at the Board's expense are not provided during a scheduled overtime period except as provided above, or as may be provided by special agreement in a particular instance under circumstances which, reasonably and sensibly, call for doing so.

Section 9—Military Reserve Pay:

An employee who has one (1) year or more of seniority and who is required to participate in annual active duty training with the reserve components of the Armed Forces of the United States will be granted leave of absence for this purpose, for not to exceed two (2) weeks (10 working days) in any one fiscal year (July 1st through June 30th), and will be paid the difference, if any, between his base pay for such military reserve service and the pay he would

have received had he worked his regularly scheduled shifts during such period of service, provided he gives to his Department Head or Plant Engineer prompt notice of such period(s) of duty and provides him with an authenticated copy of his pay voucher.

Situations involving special riot duty will be referred to the board of the Board of Water and Light for consideration as they occur.

Section 10—Overtime:

A—General Provisions:

Overtime pay rates apply only to hourly paid employees.

Time worked by an hourly-paid employee in excess of the regular eight (8) hours per day or forty (40) hours per week will be paid for at two (2) times his basic hourly wage rate. For purposes of applying overtime in this paragraph, any paid time off will be considered as time worked.

Overtime rate will not be paid when days off are changed due to shift rotation, relief duty or change of job.

An employee used for relief duty, who is called in to work to relieve another employee is entitled to at least twelve (12) hours' notice in advance of the time at which he reports for work. If he receives less than the minimum advance notice he shall be paid two (2) times his basic hourly rate for his first shift worked in response to the call-in.

An employee who is required to change his scheduled shift is entitled to at least twenty-four (24) hours' notice in advance of the time at which he reports for work. If he does not receive the minimum advance notice, he shall be paid at two (2) times his basic hourly rate for the first shift worked as a result of the change.

B—Distribution of Overtime:

Overtime pay will be equalized as nearly as practicable among employees in the same job classification within the same Department or Plant. Records of overtime worked will be kept by each department by classification and will be made available by the Department Head to the steward upon request.

C—Pyramiding:

Overtime premium payments shall not be duplicated for the same hours worked under any of the terms of this Agreement.

Section 11—Paid Time Off Credit:

When an employee has completed his probationary period, he shall then accumulate a paid time off credit of one (1) working day (8 hours) for each calendar month of active service completed thereafter, to a total accumulation of not to exceed one hundred twenty (120) days.

Beginning with the effective date of this Agreement, paid time off credits may be increased to a maximum of one hundred twenty (120) days at the rate of one (1) working day (8 hours) for each calendar month of active service completed thereafter.

An employee returning to work from a leave for compensable injury, who as a result of the leave has exhausted

his Paid Time Off Credits, will be credited with an additional allowance, to the number of days he had accumulated as Paid Time Off Credit at the beginning of his leave, but not to exceed ten (10) days. Such additional time will not be credited to an employee more than once in a calendar year.

This time may be utilized as set forth in Sections 1 and 16 of this Article IX.

Section 12—Rest Time, with Pay:

An employee shall be paid for a rest period recognized in Article VIII, Section 1-F, in accordance with the provisions which follow.

An employee who is released from work for a rest period by his Supervisor, during any hours of his regularly scheduled forty (40) hour work week, will be paid at his straight-time rate for rest-time during such scheduled hours.

During emergency conditions (for example, those due to a tornado or sleet storm) which last three (3) or more successive days, if an employee is required to work sixteen (16) or more hours out of a period of twenty-four (24) consecutive hours, on successive days, he may be paid for rest-time up to eight (8) hours at straight-time rate when he is released for a rest period outside the hours of his regular forty (40) hour work-week schedule.

If an employee's rest-time does not exceed four (4) hours, he will return to work at the premium rate, if any, which he had attained when he was released for rest-time.

When an employee is required to return to work within ten (10) hours of his release for rest-time, paid rest-time shall be considered the same as worked time for the purpose of determining when overtime premium pay starts in a work-day.

Paid rest-time is not allowed when shift changes, whether scheduled or changed without notice, cause sixteen (16) hours of work in twenty-four (24), nor is it allowed on the basis of accumulated time allowances for unworked time.

Section 13—Retirement Allowance:

An employee who, during the term of this Agreement, retires from active service with the Board, under the Board's Employees' Pension Plan, having attained age 65, and who becomes a pensioner thereunder, will be paid for one half, but not to exceed fifty (50) days, of his remaining Paid Time Off Credit as a retirement allowance.

The above retirement allowance of an employee who retires prior to age sixty-five, with approval of the Board, will be reduced as follows:

Age 60-65—a reduction of three (3) days per year, and

Age 55-60—a reduction of four (4) days per year, for each year between attained age at time of retirement and age sixty-five (65).

Section 14—Retirement Pension:

The Board will continue to provide to an employee covered by this Agreement, a retirement pension as set forth in the "Plan for Employees' Pensions" which is summarized in a booklet available at the Personnel Office.

Section 15—Shift Premium:

In addition to the basic hourly wage-rate, a shift premium of sixteen cents (16¢) per hour shall be paid as a separate item for each hour worked by a shift employee on a regularly scheduled shift which begins between 2:00 P.M. and 9:00 P.M., and a shift premium of twenty-five cents (25¢) per hour shall be paid as a separate item for each hour worked by an employee on a regularly scheduled shift which begins between 9:00 P.M. and 12:00 Midnight.

Section 16—Sick-Time, with Pay:

- A. During the period of his absence from work due to his non-compensable illness or injury an employee will be paid from his Paid Time Off Credit, previously provided for in Section 11 of this Article IX, to the extent of, and in accordance with the procedures of, this Section 16.
- B. An employee who is absent from work due to an illness or injury compensable under the provisions of the Michigan Workmen's Compensation Act may be paid from his Paid Time Off Credit for his "waiting period" under the Act (beginning with the first day thereof) and, thereafter, may have his Workmen's Compensation payments supplemented from his Paid Time Off Credit, to make up the difference between Workmen's Compensation payments and his regular wage.
- C. An employee may, with prior approval of his Department Head, utilize Paid Time Off Credit up to a maximum of three (3) days when there is illness or injury in the employee's immediate family which necessitates his absence from work. "Immediate family" shall be restricted to the following relationships of the employee: husband, wife, child, father, mother, sister, brother, father-in-law, mother-in-law.
- D. In the period between April 3, 1967, and December 31, 1967, an employee, on not more than two (2) occasions, will be entitled to be paid for the first day of absence, of four (4) hours or more, which is caused by non-compensable illness or injury in the immediate family. If necessary, an employee in any one year, may utilize one of the above occasions in two half day increments of four (4) hours or less. The remaining occasion shall be used only as a full day absence of more than four (4) hours. Effective with the end of the first pay period in each calendar year thereafter, during the term of this agreement, an additional two (2) such first days will be credited to each employee. Such "first day payments" which are unused may be accumulated from year to year, provided that such accumulation may not exceed five (5) eight-hour days. Accrual from one year to the next can only be full eight (8) hour increments, each of which can be used only as one occasion of eight (8) hours or less. Any partial days not used cannot be carried over to the next year. Also, the employee, after exhausting the foregoing "first day payment" rights, may charge such "first day payment", for a full day of absence due to such illness or injury, to any unused vacation to which he may be entitled at that time. Except as so provided, claim for paid sick-

time will begin with the second day of absence due to such illness or injury, following a first day of such absence for four (4) hours or more.

- E. When an employee is not able to report for work for reason of injury or illness, it shall be the employee's responsibility to notify his Supervisor or Department Office as early as possible but not later than his regular starting time. Unless such notice is received, no sick time payment will be approved, either from Paid Time Off Credit or from vacation-time.
- F. Claims for payment of wages during absences as provided under this sick time plan will be made only upon the recommendation of the employee's Department Head who may require a physician's certificate, or other pertinent evidence satisfactory to him and to the Personnel Department, to confirm the reason for absence from work for which a sick time claim is made. A sick time affidavit must be completed at the Department Office on the date of an employee's return from any absence chargeable to sick time. Falsification of any sick time claim shall be cause for disciplinary action which can include discharge.
- G. An employee who is frequently absent due to his illness or injury, may thereby indicate that his health is not suitable for employment in the Board's environment and so result in the Board placing him in sick leave status.

Section 17—Social Security:

Both the Board and the employee have to pay the same amount of Social Security Tax, on an employee's gross earnings up to \$7,800.00 per year under the present law. The Board deducts an employee's Social Security Tax from his pay check, matches the amount deducted, and remits the total amount to the Federal Government, to the credit of the employee's Social Security account.

The rise in Social Security Tax and the schedule of taxation presently established for payment by both the Board and the employee is as follows:

Year	Board's Tax	Em- ployee's Tax	Total Tax	Total Dollar Tax on Maximum Earnings Taxable that Year
1954	2.00%	2.00%	4.00%	\$168.00
1967-1968	4.40%	4.40%	8.80%	580.80
1969-1972	4.90%	4.90%	9.80%	646.80

Section 18—Standby Time:

It is recognized that the Board may assign employees to be on call during a Saturday, Sunday, or holiday observed under this Agreement. Employees so assigned must be available by telephone at all times while on call and, providing he can arrive at reporting place within a reasonable time after being called, can live maximum of fifteen (15) miles from the Board of Water and Light Construction Service Center, 1140 South Pennsylvania Avenue, Lansing, Michigan.

An employee so assigned to be on call will be paid two (2) hours' pay at his basic hourly wage-rate for each day during which he is on call.

Section 19—Sunday Premium:

When Sunday is scheduled as a day of an employee's regular five-day work-week and no overtime premium applies to time worked on that day, and he works his full scheduled shift, he will be paid a premium of two (2) hours at his basic hourly wage rate. If for any reason the employee does not complete his assigned shift, he will be paid a premium of one (1) hour at his basic hourly wage rate provided that he worked one-half or more of his regular scheduled shift.

Section 20—Tools and Equipment Furnished:

The Board will continue to furnish such tools and equipment as it furnished immediately prior to the effective date of this Agreement. Consistent with the principles recognized in Article XI, Section 7, "Safety," the Board will replace any such tool or piece of equipment which an employee turns in and which, in his Department Head's judgment, is in condition unsafe for further use and does not evidence mis-use for its purpose.

Section 21—Uniforms and Work Clothing Furnished; Clean Up Time:

The Board agrees that it will continue any practice with respect to the furnishing of uniforms, or of work clothing, or with respect to clean up time, which it was following immediately prior to the effective date of this Agreement. In addition, during the term of this Agreement, the Board will extend such practices to new situations in which, in the Board's judgment, such is required.

Section 22—Vacation, with Pay:

A—Eligibility, and Allowances:

On January 1st following his employment, an employee shall be credited with five-twelfths (5/12) of a day's vacation per full month worked to that date, adjusted to the next full day.

On the January 1st following completion of his first full calendar year of service, an employee shall be credited with five (5) working days of vacation, with pay.

On the January 1st following completion of two (2) complete calendar years of service, an employee shall be credited with ten (10) working days of vacation, with pay, each year on such date.

On January 1st following completion of ten (10) complete calendar years of service, an employee shall be credited with fifteen (15) working days of vacation, with pay, each year on such date.

On January 1st following completion of twenty-two (22) complete calendar years of service, an employee shall be credited with twenty (20) working days vacation, with pay, each year on such date.

For the purpose of determining eligibility for vacation, with pay, an employee's "service" shall be that with which he is credited under the retirement pension plan.

B—Scheduling:

An employee may take his vacation at any time in the calendar year following his establishment of eligibility for

vacation. However, two weeks (10 working days) unused vacation may be carried over from one year to another with the stipulation that one week (5 working days) of this time must be used by April 30th of that year. All other vacation time is to be used by December 31st of each year.

On or before April 1st an employee may express his preference, in writing, to his Department Head or Plant Engineer, for the scheduling of not more than two (2) weeks of his vacation-time, in period(s) of at least one (1) work-week. If two (2) or more employees request the scheduling of the same vacation period, or vacation periods which would overlap, and cannot be so scheduled consistent with the Board's performance of its services, in its judgment, choice of vacation period shall be scheduled in seniority order of the employees involved. On or before May 1st an employee will be notified, in writing, of his scheduled vacation period(s).

After vacation period(s) are scheduled, as above, other vacation-time will be granted consistent with an employee's preference, provided he can be spared, in the Board's judgment, during the period he desires as vacation-time. If two (2) or more employees request the granting of the same vacation period, or vacation periods which would overlap, and cannot be so scheduled consistent with the Board's performance of its services, in its judgment, choice of vacation period will be granted in seniority order of the employees involved.

Regardless of his seniority, an employee may not preempt a vacation period which another employee has already scheduled or been granted.

An employee may not change or cancel vacation period(s) scheduled or granted, except with prior approval of his Department Head or Plant Engineer.

If an employee is incapacitated for any reason while on a vacation, he shall remain on vacation until the end of the vacation period.

C—Payment:

Vacation pay shall be computed at the employee's regular basic straight-time pay rate. If a regular pay-day falls within an employee's vacation period, he may receive that check in advance before leaving on vacation, provided he gives to his Department Head or Plant Engineer, at least one (1) calendar week's written notice prior to the first day of his vacation, of his desire for such pay advance.

ARTICLE IX

WAGE SUPPLEMENTS

Section 23—Workmen's Compensation:

Pursuant to Michigan law, the Board provides, at its sole expense Workmen's Compensation coverage for each employee covered by this Agreement.

As is previously set forth in this Article, an employee who is eligible for work disability benefits under the provisions of the Michigan Workmen's Compensation Act may be paid, as sick time, for his "waiting period" under the Act and, thereafter, may have his Workmen's Compensation payments supplemented to the extent of the difference between Workmen's Compensation payments and the employee's regular wage.

ARTICLE X

LEAVES OF ABSENCE

Section 1—Maternity Leave:

Application for a maternity leave of absence, without pay, must be made to the Personnel Office any female employee who is pregnant. Such leave will be granted, pursuant to the following procedure:

- A. Within the first four (4) months of pregnancy the employee shall present to the Personnel Office a certificate from her physician setting forth his estimate of the date of expected delivery (which shall be conclusively deemed to be correct), and his opinion as to her ability to continue working up to the end of the fifth (5th) month of her pregnancy, and as to the advisability of her so continuing to work. The Department Head may extend the fifth (5th) month stipulation if he so desires based on the circumstances in each individual case, but such extension may not go beyond the seventh (7th) month.
- B. The employee shall be granted maternity leave beginning four (4) months prior to expected date of delivery, (unless allowed to work longer by her supervisors) or any prior month recommended by her physician.
- C. Before returning to work, following delivery, an employee shall notify the Personnel Office thirty (30) days in advance, and shall present a certificate from her physician as to her fitness to return to work. The Personnel Department will have thirty (30) days from the date the certificate is presented to return her to work, seniority permitting.
- D. Seniority shall be retained but shall not be accumulated during a maternity leave of absence. An employee shall lose seniority if she has not returned to work from maternity leave by the end of the second calendar month following delivery.

Section 2—Military Reserve Leave:

For not to exceed two (2) weeks (10 work-days) in any one (1) fiscal year (July 1st to June 30th), an employee who has one (1) year or more of seniority and who is required to participate in annual active duty training with the reserve components of the Armed Forces of the United States will be granted leave of absence for this purpose, provided he gives to the Board's Personnel Director prompt notice of such period(s) of duty. An employee will be paid during such leave pursuant to Article IX, Section 9 of this Agreement.

Section 3—Military Service Leave:

The Board and the Union agree that the matter of leave of absence for an employee during the period of his military service with the Armed Forces of the United States, and of his reinstatement thereafter, shall be governed by applicable statutes and decisions of the Courts. Application for military service leave shall be made to the Personnel Director.

Section 4—Personal Business Leave:

An employee shall have the right to make application, in writing, to his department for a leave of absence of one (1) week or more, but not more than one (1) calendar month, for reasons of persuasive nature which he shall state in his application. Granting of such leave shall be in the Board's discretion.

Extension of a personal leave of absence may be granted, in the Board's discretion, for a further period or periods, to a total period of leave of not to exceed six (6) calendar months, approved by the General Manager or his authorized representative.

During such leave or extensions, seniority shall be retained but it shall not be accumulated.

Section 5—Leave of Absence Due to Sickness:

An employee who suffers an injury or illness and who offers a physician's statement as to the necessity for leave of absence as a result thereof, may be granted leave of absence. Application for leave shall be made to the Board's Personnel Director.

During any such leave due to non-compensable illness or injury seniority shall be retained but shall not be accumulated. Seniority shall be retained and accumulated during such a leave due to compensable illness or injury.

After two (2) years of leave of absence due to non-compensable illness or injury, an employee shall lose his seniority. An employee on compensable illness or injury leave shall not lose his seniority until he has been on such leave for a period equal to the seniority he had at the time the leave began, but not to exceed five (5) years.

Upon his return from leave of absence due to illness or injury, the Personnel Director shall place the employee on a job to which he is entitled by his seniority and his ability, including physical ability, at that time.

An employee desiring to return to work from a sick leave of absence may be required by the Board to furnish a statement from a physician that he has adequately recuperated so that he is fit to return to the work to which he will be assigned.

Section 6—Union Business Leave:

An employee covered by this Agreement who is elected or appointed to a full-time office in the Union, the fulfillment of the duties of which requires a leave of absence, shall be granted a leave of absence without pay, for his term of office and any subsequent terms, but not to exceed two (2) years. Request for such leave shall be submitted to the Board's Personnel Director by an International Representative of the Union.

Any other Union business leave of absence shall be granted, without pay, for the period of service for the Union, provided however, that not more than three (3) employees shall be on such leave at any one time, that such leave shall not exceed two (2) calendar weeks in duration, and that the leave shall be requested sufficiently in advance to permit the Board adequate time to cover the work of the employee(s) for whom leave is requested. A request for such leave for Union business shall be in writing, shall be submitted by the Business Manager of the Union to the

Board's Personnel Director and shall state the general purpose for which leave is requested.

Seniority shall be retained and accumulated during the period of a Union business leave of absence.

Section 7—Leaves of Absence and Loss of Seniority— General:

An employee who gives false reason for obtaining a leave of absence, or who accepts employment elsewhere while on a leave of absence (other than a Union Business, Military Reserve or Military Service Leave) or who is self-employed for the purpose of making a profit during a leave of absence, without prior approval of the Board's Personnel Director, shall cease to have seniority and his name shall be removed from the seniority list.

An employee who fails to report for work at his starting time on his first work-day after expiration of a leave of absence shall cease to have seniority and his name shall be removed from the seniority list. However, if the employee's failure to report is on account of sickness or injury or other serious reason beyond his control, he may retain his seniority if he has notified the Board's Personnel Director by telegram or by registered or certified mail, received prior to the above deadline. It is recognized that the Board may require substantiation of the reason given by an employee. If it is not substantiated upon request of the Personnel Director, to his satisfaction, the Board may determine that the employee's loss of seniority shall stand. At the expiration of any leave of absence, the Board may require a physical examination before an employee's returning to work.

ARTICLE XI

MISCELLANEOUS

(In Alphabetical Order)

Section 1—Addresses and Telephone Numbers of Employees:

Each employee covered hereby, whether on or off the active payroll, shall keep the Board's Personnel Department currently advised of his correct mailing address and of his telephone number, if any.

In the case of an employee on the Board's payroll, notice of change of address or telephone number shall be deemed given only if the employee makes the change on the form available at the employee's Department Office and returns such form there, fully completed. The employee shall be given a receipt for his notice of change of address or of telephone number, at the time he turns in such notice.

In the case of an employee who is on lay-off, leave of absence, vacation, etc., notice of change of address or of telephone number shall be deemed given only if the employee follows the procedure above, or gives notice by registered mail addressed to "Personnel Director, Board of Water and Light, Lansing, Michigan 48903."

The Board shall be entitled to rely on the last address and telephone number furnished to it by an employee and it shall have no responsibility to the employee for his failure to receive notice which arises from his not following the procedures above.

Section 2—Anti-Discrimination:

The Board and the Union agree that all provisions of this Agreement shall be applied to all employees covered by it without regard to race, creed, national origin, marital status or sex. The Board will not interfere with or restrain nor coerce employees because of lawful Union activity, nor will they attempt to discourage Union membership.

Section 3—Bulletin Boards:

The Board will provide bulletin boards at appropriate locations which may be used by the Union for posting notices of its meetings, elections, and recreational and social activities. Other types of notices must be approved by the Board's Department Head concerned before being posted.

Section 4—Effect of Invalidity of Provisions of This Agreement:

If any provision of the Agreement be held invalid under existing or future legislation, State or Federal, the remainder of this Agreement shall not be affected thereby.

Section 5—Effect of This Agreement:

The Agreement supersedes any past practice or previous agreement, verbal or written, between any of the parties hereto or between any of them and any employee(s) covered hereby, except for the following which are attached hereto and incorporated herein by reference, as Attachements:

- B. "Ottawa Street Station Progression System."
- C. "Moores Park Station Operators Progression System."
- D. "Cedar Street Substation Training Program."
- E. "Board of Water and Light Apprenticeship Standards."
- F. "Cedar Street Water Works Station Operators and Firemen Training Program."

Section 6—Inclement Weather:

The parties mutually recognize that some employees may be required to perform outdoor work under weather conditions which make it appropriate to halt outdoor work by other employees—and that the supervisor of the job determines whether the employees will work under the weather conditions existing at the time. When a supervisor halts outdoor work due to weather conditions, within the regular work-hours of employees, the affected employees will be kept on standby and while in standby status, they may be assigned to other work.

The parties further recognize that during extremely inclement weather, because of the particular hazards involved, no outdoor work will be done by line crews or cable men, except in case of emergency, or to preserve life, property or service, or to restore service or to provide essential service. The conditions under which "extremely inclement weather" shall apply to line crews or cable crews will be determined by the Electric Distribution Superintendent and/or the Foreman concerned. When a supervisor halts outdoor work due to weather conditions, within the regular work-hours of a line crew or cable crew, the affected employees will be kept on standby and, while in standby status, they may be assigned to other work.

Section 7—Safety:

The Board and the Union will cooperate in placing in effect and maintaining safety rules and practices.

An advisory Safety Committee, not exceeding two (2) members designated to represent the Board and two (2) members designated by the Union, except as otherwise agreed, shall be formed at each Plant and in each Department.

Each advisory Safety Committee shall designate one Committee member from each of the parties as the Co-Chairmen of the Committee. The two (2) Co-Chairmen shall be responsible for arranging a meeting of the Committee at such times as they mutually agree a meeting would be desirable in the interest of safety at their Plant or Department. Meetings of these Plant or Department advisory Safety Committees shall be on Board time.

It shall be the duty of the Safety Committees to study and the application of safety rules and practices and to make safety recommendations to the Board's Safety Advisor.

The Board's Safety Advisor will meet at reasonable times with the Local Union's Safety Director to discuss such safety practices and rules as might be Board-wide in application. In addition, it is recognized that safety practices and rules may be appropriate subjects for request for a special conference as hereinafter provided for.

The Board's Safety Advisor and its Personnel Director, and the Union's Safety Director and its Business Manager shall each receive a copy of the minutes which shall be kept of meetings of the Plant and Department Safety Committee meetings. Each of them shall also receive a copy of any minutes which may be kept of a meeting between the Board's Safety Advisor and the Union's Safety Director, or of a special conference on the subject of safety.

The Board will publish rules pertinent to safety and related subjects. An employee covered hereby will comply with any safety, sanitary or fire regulation issued by the Board.

Only as a reflection of a custom in the electric utility industry to express, specifically, in a collective bargaining agreement, as well as in the "Safety Rules," the understanding of the parties to the particular Agreement on this aspect of electric utility work—the parties hereto agree that two (2) or more employees, qualified in the judgment of the immediate supervisor of the job, shall work together whenever wires or equipment are energized at more than 500 volts to ground, or, in the judgment of the supervisor of the job, wiring is congested or unusual exposure is involved.

The Board will continue to furnish the safety clothing, devices and equipment customarily furnished by the Board. An employee covered hereby, in the performance of his job, shall, at all times, use safety clothing, devices and equipment which may be furnished to him hereunder.

If the Union is not satisfied with the Board's decision on any safety recommendation which is made through the procedures, or if it has sensible cause to question the reasonableness of a safety, sanitary or fire regulation published by the Board, the Union may submit the matter as a grievance, in Step 4 of the grievance procedure.

Section 8—Special Conferences:

Special conferences apart from the grievance procedure for matters considered important by either the Union or the Board, shall be arranged within five (5) working days upon request of either party between the Union's Business Manager and the Board's Personnel Director. Such meetings shall be attended by such representatives of the parties as each, reasonably and sensibly, deems useful to the discussion, but not more than five (5) representatives from either party. Arrangements for the date, time and place of such a special conference shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented by the party requesting the conference at the time the request for it is made. Matters taken up in special conferences shall be confined to those included in the agenda. The members of the Union attending such a special conference shall not lose time or pay for time so spent. Any agreements reached shall be placed in writing if requested by either party.

Section 9—Strikes, Work Interruptions:

For the term of this Agreement as described in Article XIV, the parties to this Agreement mutually recognize that the services preformed by employees covered by this Agreement are services essential to the public health, safety and welfare. The Union, therefore, agrees that there shall be no interruption of these services, for any cause whatsoever, by the employees it represents, nor shall there be any concerted failure by them to report for duty, nor shall they absent themselves from work, stop work, or abstain in whole or in part from the full, faithful and proper performance of the duties of their employment, or picket the Board's premises. The Union further agrees that there shall be no action that interferes with the services of the Board.

Any violation of the foregoing may be made the subject of disciplinary action or discharge from employment, as to employees, and/or of exercise of any legal right or remedy, in a Court of competent jurisdiction, as to the Union, and/or cancellation of this Agreement by the Board.

Section 10—Work by Persons Outside the Bargaining Unit:

A person outside the bargaining unit, shall not do the work of an employee within the unit, with the effect of reducing the number of employees within the unit or of depriving them of overtime work.

It is recognized that a person outside the bargaining unit: may instruct an employee in the work of his classification; may do any work appropriate to relieving an emergency, an emergency being considered to be a condition which has arisen and which, sensibly, calls for immediate action at a time when a unit employee is not available or before a unit employee could be made available; or, may continue to perform any office work which the employee outside the unit normally performed prior to the effective date of this Agreement.

It is specifically understood that if there are two (2) journeymen or less in a cable crew, a line crew, or an Electrical Construction and Maintenance crew, the crew Foreman may use the tools of the trade.

Foremen and Assistant Foremen engaged in maintenance and repair work may use the tools of the trade when there are four men or less in the crew that he is directing. When Assistant Foremen are working under the direct supervision of the Foreman, they will be counted as a part of the crew for determining the work status of the Foreman. When work crews are assembled for overtime work, the crew will be substantially the same as normally used for similar jobs on straight time hours, if manpower is available. For overtime work, where a foreman has more than one assistant foreman, the foreman will not be considered as part of the work crew.

The parties also mutually recognize that the transfer of a person outside the bargaining unit to a classification within the unit, for work in which he is qualified in the Board's judgment, is not a violation of this Section, but is the Board's proper exercise of its right to assign work which is reflected in Article VI, Section 3. It is mutually recognized that such is to be done in order to permit greater freedom of choice of vacation time by unit employees or otherwise to provide a sensible means of covering absences of unit employees in the interest of continuity and efficiency of operations, but is not to be used indiscriminately to deprive unit employees of overtime work or to cause shuffling of their announced or posted schedules.

ARTICLE XII

DISCIPLINARY ACTION AND SUSPENSION

Section 1—Disciplinary Action:

A representative of the Board may discipline an employee for proper cause. Disciplinary action may range from written reprimand through discharge, depending upon the nature of the employee's offense, and circumstances under which and the manner in which it was committed, and the employee's record during the immediately preceding two (2) years.

At the time he takes disciplinary action against an employee, the representative of the Board shall give to the employee a written and signed statement of the nature of the employee's offense, of its date and time, of the penalty assessed, and of the date and time the penalty becomes effective. The Board's representative effecting the disciplinary action shall, as immediately as is practicable thereafter, notify the employee's Steward, or, in the Steward's absence, another Union representative, giving him a copy of the disciplinary action statement.

An employee who is disciplined by time-off or discharge shall, after such action is taken and before leaving the Board's premises, have the right to confer with his Steward, or, in his absence, another Union representative, at such place on the Board's premises (but away from the working or public areas) as the Board's representative may designate.

No later than the end of the shift on the second (2nd) day following the day on which disciplinary action was taken, the employee may request a discussion of the matter by the Union representative who acted in it, the Board's representative and himself. If such discussion is not so requested, the employee will be deemed to have accepted the disciplinary action, without recourse. If discussion is

requested, it shall take place no later than the end of the shift on the following work-day, at a time designated by the Board's representative.

If the matter is not settled by such discussion, it may be entered in Step 1 of the grievance procedure, at its written level. If not so entered by the end of the shift on the day following the discussion, the employee shall be deemed to have accepted the discipline, without recourse.

Section 2—Suspension:

Under circumstances where he deems it appropriate to do so, a representative of the Board may suspend an employee pending investigation to determine whether or not disciplinary action is warranted and, if so, the penalty to be assessed. A period of suspension shall not last longer than the end of the shift on the third (3rd) day following the suspension. If no penalty has been assessed within that period, the employee shall return to work and shall be paid for time lost during suspension. If a penalty is assessed within the suspension period, it shall be effective from the time of suspension. The employee's Steward or, in his absence another Union representative, shall be given a copy of the notice of discipline, and the employee's right shall arise to request discussion of it and otherwise to pursue the procedures above for the situation where disciplinary action is taken initially, without a period of suspension.

ARTICLE XIII

GRIEVANCE PROCEDURE

Section 1—Definition of a Grievance:

A grievance is defined as a claim, reasonably and sensibly founded, of a violation of this Agreement. Any grievance filed shall refer to the provision or provisions alleged to have been violated and shall adequately set forth the facts pertaining to the alleged violation.

An employee having a grievance as above defined shall present it to the Board pursuant to the following procedure and to the rules for grievance processing of Section 3 of this Article:

STEP 1:

An employee may verbally present a grievance to his Department Head or Plant Engineer or their authorized representative or to his Steward, or to each of them individually, or to both of them together. At any discussion between the employee and the above indicated Representative of Management, either of them may arrange for the Steward to be present.

It is understood that no employee will leave his work for the purpose of discussing a grievance without first obtaining permission of his Supervisor and being properly relieved.

If the grievance is presented to the above indicated Representative of Management and he grants it, the Steward, no later than the next day, shall reduce it to writing on a form provided by the Union and submit it to the above indicated Representative of Management who, no more than three (3) days later, shall write his answer on the form and return it to the Steward.

If the grievance is presented as above and denied, the Steward shall reduce the grievance to writing and the Management Representative shall answer it, in the manner and within the time limits above.

STEP 2:

If the answer in Step 1, denying a grievance, is not satisfactory to the employee, the Union's Business Manager may, within three (3) days thereafter, present the written grievance to the Director of the Division to which the employee is assigned or to his authorized representative. The grievance shall be answered in writing by the individual to whom it is presented, on the form provided, no more than five (5) days later.

STEP 3:

If the answer from the Division Director or his authorized representative in Step 2 is not considered satisfactory by the employee, the Union's Business Manager, within five (5) days thereafter, shall appeal the written grievance to the Personnel Director.

A meeting shall be arranged between the Personnel Director and the Union's Business Manager, for consideration of the grievance not later than five (5) days after the Personnel Director receives the notice of appeal of the grievance to him unless such time is extended by mutual agreement. At such meeting, either the Personnel Director or the Business Manager may arrange to have present any representative (Board or Union) who has participated in a previous step, or any other person whose presence, reasonably and sensibly, he believes would be useful to discussion of the matter; for whose presence he arranges, and of whose prospective attendance at the meeting he gives notice, in advance thereof, to his counterpart. The Board's Personnel Director shall reply, in writing, to the grievance no later than five (5) days following the meeting, unless such time is mutually extended.

STEP 4:

If the answer from the Personnel Director is not considered satisfactory after review thereof by representatives of the Union, the Union Business Manager may within five (5) days of such answer, give written notice to the Appeal Board, which shall consist of the Personnel Director and a Division Director of his choice, or his designated representative; and the Union's Business Manager and an International Representative. The Appeal Board shall meet within seven (7) days of the Union's appeal to it, unless such time is mutually extended in writing. At this meeting, the Appeal Board will review the facts as they relate to the interpretation and application of the contract. If an adjustment of the case is not reached at this meeting, Management will furnish a copy of its decision in writing to the International Representative within five (5) days after the meeting unless this period is extended by mutual agreement in writing.

STEP 5:

If the disposition given by Management in Step 4 is not considered satisfactory by the Union, it may elect to take the grievance to arbitration. If the Union wishes to appeal

denial of a grievance in Step 4, its Business Manager or its International Representative shall within twenty (20) days after the date of the Board's disposition in Step 4 have on file with the Board's Personnel Director and with the Detroit Regional Office of the American Arbitration Association, a properly completed "Demand for Arbitration" on that Association's form so entitled, in the number of copies required, and shall have otherwise complied with the requirements of Rule Number 7 of the Association's "Voluntary Labor Arbitration Rules" as to Initiation of Arbitration Under an Arbitration Clause in a Collective Bargaining Agreement.

The Arbitrator shall be selected by the four members of the Appeal Board and their request for his services forwarded to the Detroit Regional Office of the American Arbitration Association. If the members of the Appeal Board cannot agree on an arbitrator within seven (7) days after the appeal is signed, the Arbitration Association will be requested to select an arbitrator.

All cases shall be presented to the Arbitrator in the form of a written brief prepared separately by each party setting forth the facts and its position and the arguments in support thereof. The Parties will exchange the written briefs of their case prior to the Arbitration Hearing.

The matter shall thereafter be administered by the American Arbitration Association in accordance with its "Voluntary Labor Arbitration Rules." The Board, the Union, the Arbitrator, and the arbitration shall be subject to the following, which shall control if there is any conflict with a rule of the association :

1. The Arbitrator shall be empowered to rule only on an interpretation or application of this agreement.

2. The Arbitrator shall have no power to add to, subtract from, ignore, change, or modify any of the provisions of this agreement or any attachments thereto, nor to establish or change any wage or classification, nor rule on the Pension Plan.

3. Any information submitted in the written brief prepared by each party shall contain only such facts or material as have been discussed during the grievance procedure preceding appeal to arbitration.

4. The Association's Administrative fee and other charges, and the arbitrator's charges for his services and expenses, shall be equally shared by the Board and the Union.

5. The Arbitrator's decision on an arbitrable matter within his jurisdiction shall be final and binding upon the Union and its members, the employee or employees involved, and the Board of Water and Light.

6. Any conflict of interpretation of the Rules of Arbitration as cited in Step 5 of this grievance procedure shall be determined by referral to Voluntary Labor Arbitration Rules of the American Arbitration Association as amended and in effect February 1, 1965, and any subsequent amendments within said association rules.

The Union will discourage any attempt of its members, and will not encourage or cooperate with any of its members, in any appeal to any Court or Labor Board from a decision of the Arbitrator.

Section 3—Rules of Grievance Processing:

- A. It is agreed that any grievance must be brought up as soon as it might, reasonably, have become known to exist and that, in any event, no grievance claim shall be valid for a period more than one (1) calendar month prior to the date the claim was first filed in writing, in the grievance procedure. Back pay shall be limited to the amount of wages the employee would have earned, within the foregoing limitation, less any amount received by him from other employment, self-employment, or if applicable, unemployment compensation.
- B. Only for the purposes of the grievance procedure, a "day" shall not include Saturday, Sunday, or a holiday recognized by this Agreement, nor the day on which a grievance is presented or appealed by the Union or is returned to it by the Board.
- C. The time limit at any Step of the grievance procedure may be extended by mutual written agreement of the parties' representatives at that Step.
- D. A grievance presented at any Step shall be dated and signed by the Union representative presenting it; an answer given and returned to the Union shall be dated and signed by the Board's representative at that Step.
- E. When a grievance is presented, the Board's representative shall acknowledge his receipt of it and the date thereof, in writing; when he returns it with his answer, the Union's representative shall acknowledge his receipt of it and the date thereof, in writing.
- F. In the absence of a representative at any Step, the party whom he represents may designate an alternate to act in his place.
- G. A grievance not advanced to the next higher level within the time limit provided shall be deemed permanently withdrawn and as having been settled on the basis of the answer most recently given it. A grievance not answered within the time limit provided shall be submitted in writing to the next higher level.
- H. For working time necessarily spent investigating a grievance already submitted in the grievance procedure or in the discussions or meetings with Board representatives, provided for above, a Union representative employed by the Board shall be paid at his basic straight-time rate for those hours during which he would otherwise have been at work for the Board, it being agreed that such investigation, discussion or meetings shall be performed without undue loss of working time.
- I. In no event shall any Union representative leave his work for grievance purposes, above, without first notifying and obtaining the approval of his immediate supervisor, and turning his work over to a replacement assigned by the Supervisor, who will be assigned as promptly as is practicable under the circumstances.
- J. When a discussion at any level of the grievance procedure takes place during the regular working hours of the grieving employee, and his presence is required as provided for in a Step of the grievance procedure, above, he will upon request to his im-

mediate supervisor, be allowed to leave work for such grievance purpose, and he will be paid at his basic straight-time rate for work hours so lost.

- K. It is understood and agreed that any grievance settlement arrived at between the Board and the Union is final and binding upon both of them and, also, cannot be changed by an employee.
- L. In cases where a grievance is settled in the favor of the claimant, any monetary adjustment agreed upon will be made no later than the second pay period following the date of settlement. Any physical adjustment will be carried out as expeditiously as possible.

ARTICLE XIV TERM OF THIS AGREEMENT

The provisions of this agreement and Attachments thereto, A through F, shall become effective as of January 1, 1968, provided that ratification and all necessary approvals of both parties are received by Management by January 14, 1968. If this is not completed by January 14, 1968, wage increases will not become effective until the beginning of the first pay period following the receipt of all necessary approvals.

This Agreement shall continue in full force and effect until Midnight, December 31, 1969, and for successive annual periods thereafter unless, not more than ninety (90), but at least sixty (60) 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) work-days following the receipt of such notice.

In witness whereof, the parties hereto have caused their names to be subscribed by their duly authorized officers and representatives this 11th day of January, 1968.

I.B.E.W., AFL-CIO
FOR LOCAL UNION 352,

/s/ William G. Gruhn
President

/s/ Saleem L. Horaney
Business Manager

FOR BOARD OF WATER
AND LIGHT OF THE CITY
OF LANSING, MICHIGAN

/s/ Everett V. Eschbach
Its Chairman

/s/ Dorr Hathaway
Its Secretary

Approved February 7, 1968 :
INTERNATIONAL OFFICE
INTERNATIONAL BROTHER-
HOOD OF ELECTRICAL
WORKERS

/s/ Gordon M. Freeman
President



BOARD OF WATER AND LIGHT

P. O. BOX 570 * LANSING, MICHIGAN 48903

TELEPHONE 517 372-1885

EVERETT V. ESCHBACH, CHAIRMAN RICHARD S. KOSITCHEK, VICE CHAIRMAN
GEORGE S. BANTA, KENNETH S. BIDWELL, ZIG KOWALSKI, LLOYD LA CHAPELLE
MALCOLM L. MILKS, FRED C. NEWMAN

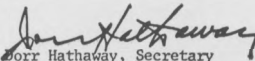
CLAUD R. ERICKSON, GENERAL MANAGER DORR HATHAWAY, COMPTROLLER-SECRETARY

To Whom It May Concern:

At a regular meeting of the Board of Water and Light held January 8, 1968 at which a quorum was present, its Chairman, Everett V. Eschbach and its Secretary, Dorr Hathaway, were duly authorized to sign the within Agreement between the Board of Water and Light of the City of Lansing, Michigan, and the International Brotherhood of Electrical Workers, AFL-CIO, Local Union 352.

Such action has not been since amended or rescinded.

Certified this 11th day of January 1968.


Dorr Hathaway, Secretary
Board of Water and Light

DH:ds

cc: Mr. Saleem Horaney
Business Manager
I.B.E.W., No. 352

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS
Local Union 352 Lansing, Michigan



January 11, 1968
Lansing, Mich.

Mr. C. R. Erickson
General Manager
Board of Water & Light

Dear Sir:

As business manager of Local 352 of the International Brotherhood of Electrical Workers; I am notifying you of the recent ratification of the 1968 & 1969 contract. The contract was ratified by a vote of 229 votes for ratification and 96 votes against ratification.

I sincerely hope that with this contract we as union and management, will have a most prosperous two years of prosperity and tranquility.

Yours sincerely:

Saleem J. Horaney

Saleem L. Horaney
Business Manager
Local 362
International Brotherhood
of Electrical Workers

ATTACHMENTS

- Attachment A—Classifications of Work and Hourly Rates
- Attachment B—Ottawa Street Station, Progression System
- Attachment C—Moore's Park Station Operators Progression System
- Attachment D—Cedar Street Sub-Station Training Program
- Attachment E—Board of Water and Light Apprenticeship Standards
- Attachment F—Cedar Street Water Works Station Operators and Firemen Training Program

ATTACHMENT A
to
Agreement between
BOARD OF WATER AND LIGHT
Lansing, Michigan
and
LOCAL UNION NO. 352 IBEW, AFL-CIO
Classifications of Work and Hourly Rates

Customer Accounting

Classification	Rank	Min.	Max.
Clerk Typist Clerk	C	359.67	415.67
Clerk Typist Clerk	B	424.67	480.67
Clerk Typist Bookkeeper Clerk	2-A	456.67	512.67
Clerk Typist Bookkeeper Clerk	A	488.67	544.67

The progression system for ranks 2-A and A will be four (4) years and for ranks C and B will be two (2) years.

OFFICE

Telephone Operators:

	Min.	Max.
PBX Operators	2.20	2.52 a
**PBXS-Telephone Oper-Senior		3.08
**PBXS-Telephone Oper-Senior (When this classification is vacant, it will not be filled)		

Building Maintenance:

Utility Man	2.80	3.32 a
Janitor	2.50	2.75 a
Housekeeper	2.05	2.29 a

Meter Readers:

Meter Reader Leader	3.50	3.70
Meter Reader	2.70	3.49 a
Messenger	2.40	2.62 a

WATER AND STEAM DIVISION

Water Production:

	Min.	Max.
Waterworks Station Operator		4.30 f
Maintenance Mechanic Leader	4.04	4.24
Chemist	3.97	4.17
Maintenance Mechanic	3.94	4.14
Water Conditioning Plant Operator ..	3.83	4.03
Calcining Plant Operator	3.83	4.03
Fireman		4.00 f
Mechanic's Helper	3.54	3.74
Deep Well Pump Operator	3.54	3.74
Janitor	2.42	3.23 a
Yardman	2.42	3.23 a

Water Distribution:

Equipment Mechanic	3.42	4.06
Equipment Operator	3.84	4.02
Serviceman	3.59	3.84
Water Meter Repairman	3.59	3.84
Mechanic	3.48	3.74
Water Service Repairman	3.48	3.74
Serviceman Trainee	3.39	3.54
Tractor Backhoe Operator	3.49	3.59

Water Distribution (Continued)	Min.	Max.
Water Service Installer	3.39	3.49
Truck Driver	3.07	3.49
Laborer—Advanced	2.77	3.38
Laborer—Unskilled	2.42	2.77 a

a Indicates entrance classification
f See Attachment F for progression

Steam Distribution:

Steamfitter	3.74	3.94
Steamfitter Helper	3.48	3.74
Serviceman	3.48	3.74

ELECTRIC DIVISION

Ottawa Station:

	Min.	Max.
Central Control Operator		4.32 b
Boiler Control Repairman	4.12	4.32
Boiler Control Operator		4.20 b
Welder—Certified	4.02	4.19
Crane Operator	3.96	4.19
Plant Electrician	3.96	4.16
Turbine Operator		4.14 b
Maintenance Mechanic	3.94	4.14
Ass't. Crane Operator	3.56	3.96
Pump Operator		3.87 b
Boiler Operator		3.74 b
Mechanic's Helper	3.54	3.74
Fan Operator		3.49 b
Coal Handler	2.42	3.49
Boiler Room Helper	3.04	3.41 a b
Plant Patrolman	2.42	3.35
Janitor	2.42	3.23 a

O. E. Eckert Station and Moores Park Steam Plant:

Mechanical Benchboard Operator		4.45 c
Electrical Benchboard Operator		4.32 c
Boiler Control Repairman	4.12	4.32
Welder Leader	4.19	4.29
Welder Certified	4.02	4.19
Welder	3.74	4.02
Crane Operator	3.96	4.19
Plant Electrician	3.96	4.16 c
Turbine Operator		4.14 c
Maintenance Mechanic	3.94	4.14
Fireman		4.11 c
Ass't. Crane Operator	3.56	3.96
Pump Operator		3.87 c
Boiler Operator		3.74 c
Auxiliary Fireman		3.74 c
Mechanic's Helper	3.54	3.74
Water Softener Operator		3.66 c
Coal Handler	2.42	3.49
Boiler Room Helper	3.04	3.41 a c
Plant Patrolman	2.42	3.35
Janitor	2.42	3.23 a

a Indicates entrance classification
b See Attachment B for progression
c See Attachment C for progression

Electric Distribution:		Min.	Max.
Line	Department		
	Troubleman		4.52
	Lineman		4.44 e
	Cable Splicer		4.44 e
	Pole Setting Machine Operator		3.88
	Boulevard Light Mechanic		3.88
	Lamp Trimmer		3.78
	Cable Splicer's Helper		3.49
	Truck Driver		3.49
	Boulevard Trainee	2.95	3.42
	Groundman		3.31
	Groundman Trainee		3.15
	Laborer—Advanced	2.77	3.38
	Laborer—Unskilled	2.42	2.77 a

Electric Meter:

Primary Meterman Special		4.51 e
Primary Meterman		4.39 e
Secondary Meterman Special		4.15 e
Secondary Meterman		4.03 e
Electric Meter Tester		3.66 e

Electric Construction and Maintenance:

Electric Repairman	4.39	4.57
Traffic Signal Maintenance Man	4.39	4.57
Electrician		4.39 e
Truck Driver	3.07	3.49

Cedar Substation:

Substation Inspector	4.31	4.49
Electric Substation Operator		4.31 d

General Maintenance:

Bricklayer		4.63
Construction Mechanic Leader	4.07	4.22
**Insulation Applier	3.96	4.22
Construction Mechanic	3.50	4.02
Painter	3.44	3.91
Tractor Backhoe Operator	3.49	3.59
Truck Driver	3.07	3.49
Laborer—Advanced	2.77	3.38
Laborer—Unskilled	2.42	2.77 a

Stores and Yards:

Stock Control Clerk	3.59	3.64
Stock Handler	3.43	3.58
Stock Clerk	2.80	3.42 a
Yardman	2.42	3.23 a
Night Watchman	2.70	2.90 a
Laborer—Advanced	2.77	3.38
Laborer—Unskilled	2.42	2.77 a

a Indicates entrance classification

d See Attachment D for progression

e See Attachment E for progression

** When this classification is vacant, it will not be filled.

Machine Shop:

	Min.	Max.
Machinist	3.76	4.06
Transformer Repairman	3.57	4.06
Equipment Mechanic	3.57	4.06
Equipment Mechanic's Helper	2.75	3.32 a
Laborer—Advanced	2.77	3.38
Laborer—Unskilled	2.42	2.77 a

a Indicates entrance classification

Employees hired into or transferred to one of the following classifications will, if retained, receive an increase to the rate for the job classification within six (6) months after hire or transfer:

- Laborer—Unskilled
- Laborer—Advanced
- Janitor
- Yardman
- Housekeeper
- Coal Handler

When an employee is transferred to a higher rated job; he shall be paid the minimum rate of the higher rated job, or his current rate, whichever is higher, but not to exceed the maximum rate of the higher rated job.

Effective January 1, 1968

ATTACHMENT B

to

Agreement between

BOARD OF WATER AND LIGHT

Lansing, Michigan

and

LOCAL UNION NO. 352 IBEW, AFL-CIO

Ottawa Street Station Progression System

OTTAWA STREET STATION PROGRESSION SYSTEM

The following is a description of the progression system at the Ottawa Street Station as revised on March 5, 1964.

A tabulation of the classifications in order of progression showing both break-in times and probationary period follows:

CLASSIFICATION	BREAK-IN TIME	PROBATIONARY PERIOD
Boiler Room Helper	2 weeks	1 yr., total time at Ottawa Street Station
Fan Operator	1 to 2 mos.	Break-in time plus 4 mos.
Boiler Operator	1 to 3 mos.	Break-in time plus 9 mos.
Pump Operator	4 to 6 mos.	Break-in time plus 6 mos.
Turbine Operator	4 to 6 mos.	Break-in time plus 6 mos.
Boiler Control Operator	4 to 6 mos.	Break-in time plus 6 mos.
Central Control Operator	4 to 6 mos.	Break-in time plus 6 mos.

The break-in time as shown is minimum time to normal time. The ability of the man will determine the length of time necessary within these limits. If more break-in time is needed a man will be given additional time if management feels that the man has the ability for the work but needs additional training. However, if it is felt that the man's need for more time is because of lack of application during the break-in period or ability the man will be returned to his former classification. Upon completion of break-in time the man will take a shift of his own. In the case of the Boiler Control Operator the man will operate as the second operator until such time that he has completed his probationary period. He will then be qualified to operate alone when only one Boiler Control Operator is on duty.

Anytime that extra operators are available their time may be used to serve as break-in time on the next classification even though no openings are immediately available. Such training will not be considered in determining men's qualifications for advancement unless such training has shown that the man is not adapted to the advanced job. Even though a man completes break-in time in this manner he will be given no increase in rate until such time that there is an opening in the advanced classification and he has been chosen for advancement.

The probationary period is the length of time spent on the job before receiving scale pay for the classification. The total length of the probationary period depends to some extent on the length of break-in time necessary.

When a man is being trained on a job where there are normally two operators working one of the regular operators may be moved for training in his next classification providing the two jobs are in close enough contact with each other so that the man learning the advanced job can be available to back up trainee on the lower of the two jobs. For instance, when training a new Boiler Control Operator one of the regular operators can train on the central control board and still help out in the training of the man on the boiler control board.

Normally rates will be increased in the following manner:

Boiler Room Helpers will receive approximately one-half the differential between starting rate and scale rate in six months from starting date and scale rate one year from starting date providing such differential is \$0.10 or more. If differential is less than \$0.10 scale pay will be given at the end of one year.

Fan Operators to receive scale pay at the end of probationary period.

Boiler Operator will receive approximately one-half the differential between Fan Operator and Boiler Operator three months from completion of break-in time and scale pay at the end of the probationary period providing such differential is \$0.10 or more. If differential is less than \$0.10 no increase will be given until completion of probationary period.

Pump Operators, Turbine Operators, Boiler Control Operators and Central Control Operators will receive approximately one-half of the differential between their rate and scale for the job they are on at the end of the break-in period and scale pay at the completion of their probationary period providing that the differential is \$0.10 or more. If the differential is less than \$0.10 then no increase will be given until the end of the probationary period at which time the man will be increased to scale.

It should be noted that the preceding schedule for rate increases is based on the assumption that the man in question has been performing his duties satisfactorily. If such is not the case the increases will be delayed until such time that the man's work is satisfactory to plant management.

Effective January 1, 1968

ATTACHMENT C

to

Agreement between

BOARD OF WATER AND LIGHT

Lansing, Michigan

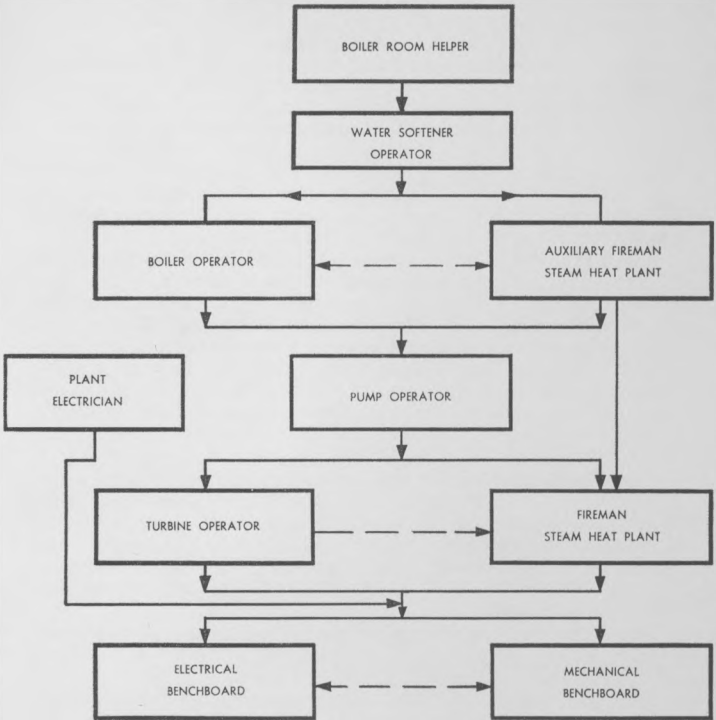
and

LOCAL UNION NO. 352 IBEW, AFL-CIO

Moore's Park Station Operators Progression System

BOARD OF WATER AND LIGHT
MOORES PARK STATION
OPERATORS PROGRESSION SYSTEM

MOORES PARK STATION OPERATORS PROGRESSION SYSTEM



EXPLANATION OF PROGRESSION CHART

The starting classification in the operating group at the Moores Park Station is Boiler Room Helper. The men in this group will be new employees or men transferred from other departments or classifications.

The next classification in the progression is Water Softener Operator and the men in this classification will be normally selected from the Boiler Room Helpers.

The next step in the progression is to either Boiler Operator (High Pressure Plant) or Auxiliary Fireman (Steam Heat Plant). Since both of these classifications are paid the same rate the men in these classifications can be cross-trained as time permits so that they will be capable operators in both classifications and with the required training in both classifications they will be able to operate either of the jobs.

The next step in the progression is to Pump Operator. The men for this classification will normally be selected from either the Boiler Operator group or the Auxiliary Fireman group.

The next step in the progression is to either Turbine Operator or Fireman (Steam Heat Plant). The men in these two classifications can also be trained in both classifications, however, because of a differential in the pay scales any man actually working in both classifications must be classified in the highest paid group of the two. For the benefit of those men working as Auxiliary Firemen, who have no desire to advance in the high pressure plant but would like to advance to the classification of Fireman, may bypass the Pump Operator classification providing that their seniority is enough that they can compete with the Pump Operator for the advancement. If in the future Firemen that bypassed the pump room by their choice have a desire to further advance they must learn what is required in pump room knowledge on their own time.

The next step in the progression is to either the Electrical Benchboard or to the Mechanical Benchboard and the men selected for these classifications will normally be from the Turbine Operators or Firemen classifications. If the men selected for either of these jobs is from the Fireman classification and he has not had any training in the turbine room he will be given enough training in the turbine room so that he will have sufficient knowledge of this work for performing the duties of the Electrical or Mechanical Benchboard jobs.

The Plant Electrician will also be eligible to apply for either Electrical or Mechanical Benchboard openings. This is for the benefit of those electricians that have a desire to advance to these operating jobs. However, he will have to have the necessary seniority and plant knowledge in order to successfully compete with all classifications for this advancement.

Employees in the Electrical and Mechanical Benchboard classifications may also be cross-trained between the two jobs.

Men who desire to cross-train between job classifications, as indicated on the progression chart by broken lines, for reason of being better qualified for relief duties or for additional knowledge of the plant shall make written application to the Plant Engineer for this cross-training.

Employees working outside the operating classifications at the Moores Park Plant or other plants or departments may apply for any of the operating job openings but such employees would have to demonstrate a thorough knowledge of the jobs leading up to the one that was applied for and would not be placed in the higher classification because of company seniority.

TRAINING

When an employee is selected to fill an opening in any of the operating classifications in the Moores Park Station progression system he will be reclassified and start in on the probationary period.

The probationary period will be divided into two parts. The first part will be breakin period and this will be the length of time necessary to learn the job. The breakin periods for all jobs have been determined and the times

set for each job is for total time on the job. If a man is used for relief work on jobs that he is qualified for during his training period this time cannot be counted as a part of his breakin time.

After completion of breakin time the trainee will commence the second part of the probationary period and be assigned to a regular shift as an operator and his progress will be checked to determine his capabilities and reactions after he has responsibility for a shift. In classifications where there are normally two or more men on duty one of the men is to be an experienced operator so that no shift will be manned with all operators who are still in their probationary period.

A tabulation of breakin times and probationary times for the operating classifications is as follows:

Classification	Breakin Time	Probationary Period
Boiler Room Helper	3 mos. to 6 mos.	1 yr. total employment for new employees. Breakin time plus 3 mos. for established employees—in no case less than 1 yr. with company.
Water Softener Oper.	3 wks. to 6 wks.	Breakin time plus 3 mos.
Boiler Oper. Auxiliary	2 mos. to 4 mos.	Breakin time plus 3 mos.
Fireman	3 mos. to 6 mos.	Breakin time plus 3 mos.
Pump Oper.	2 mos. to 4 mos.	Breakin time plus 6 mos.
Turbine Oper. Fireman	6 mos. to 10 mos.	Breakin time plus 6 mos.
	5 mos. to 7 mos. with no previous experience as Aux. Fireman.	Breakin time plus 6 mos.
	2 mos. to 4 mos. if man has had training as Aux. Fireman.	
Plant Elec. Elec.	6 mos. to 12 mos.	Breakin time plus 3 mos.
Benchbd. Oper. Mech.	8 mos. to 12 mos.	Breakin time plus 3 mos.
Benchbd. Oper.	8 mos. to 12 mos.	Breakin time plus 6 mos.

In the case of the Turbine Operator, Electrical Benchboard Operator and the Mechanical Benchboard Operator the following shall apply:

“Where a trainee has completed the breakin training in less than the above listed minimum time, and management considers the trainee capable to go on a shift, this shall only be done with the signed consent of the majority of the employees in the trainee’s classification. Failure of the employees to concur with management shall be sufficient reason for delay in his going on a shift alone until consent is obtained or minimum breakin period is reached.”

It shall be the duty of all trainees to keep a tabulation of all days they spend in training for any classification. Plant management will also keep a record of this time.

Raises will normally be given in the following manner: If the differential between the trainee’s rate and scale rate for the classification is 10¢ or more then ½ of the dif-

ferential will be given at the completion of breakin time and scale rate at the completion of probationary period. If differential is less than 10¢ no raise will be given until completion of probationary period at which time the trainee will receive scale rate for the classification. Trainees will be given scale pay of the preceding classification when they start training.

In the case of the Boiler Room Helper if he is a new employee he will receive $\frac{1}{2}$ differential between starting pay and scale for the classification at the end of 6 months employment and scale pay at the end of 1 year employment. If the man has transferred from another plant or department he will receive $\frac{1}{2}$ differential between his rate and scale at completion of breakin provided his total time with company is 6 months or more and scale pay 3 months after breakin provided his total service with the company is 1 year or more.

Training manuals will be made available to all operating classifications. These manuals will include:

JOB DESCRIPTION: This will be a general explanation of the job duties and responsibilities.

TRAINING OUTLINE: This will be a guide for the trainee giving him a better understanding as to what he is expected to learn. This will break the training down into several components so that he can concentrate his study on one or two components rather than trying to learn the overall job at once.

BLUEPRINTS AND MANUALS: Blueprints and manuals will be provided which cover the systems and equipment that the trainee is learning to operate.

INFORMATIONAL LITERATURE: This will include books and articles covering subjects relating to the trainee's work but not necessarily on the plant's specific equipment.

While in training for a job the employee will be checked in regards to his progress periodically by supervision and/or employees well trained in the work the trainee is in training for. This will give an opportunity to check the man's progress and to help him out in areas where he needs help.

After the employee has completed the minimum breakin time of a classification he is training in and management and the trainee are agreed that he has learned the job he may be assigned to a regular shift.

After the completion of the maximum breakin time the employee is still not capable of taking over a shift he will be given additional training if management feels that the man has the ability for the work but needs additional training. However, if it is felt that the man's need for additional time is because of lack of application during breakin period or ability the man will be returned to his former classification.

Any time that extra operators are available their time may be used to serve as breakin time on any classification at Management's discretion even though no openings are immediately available. Such training will not be considered in determining men's qualifications for advancement unless such training has shown that the man is not adapted to the advance job. Even though a man completes his breakin time in this manner he will be given no increase in rate until such time that there is an opening in the advance classification and he has been chosen for the advancement.

When a man is being trained on a job where there are two or more operators working one of the regular operators

may be moved for training to his next classification providing that the two jobs are in close enough contact with each other so that the man learning the advanced job can back up the trainee in the lower of the two jobs.

A man who may be assigned to relief duty in a classification in which he has been qualified will be given refresher training if he has not worked in the classification for a period of more than six months. The man will be given sufficient time for this refresher training so that both the man and plant management will be satisfied that he is qualified for the work.

PROMOTIONS

Any time there is an opening in any of the classifications listed in the Moores Park Station progression the opening will be posted on all bulletin boards by the personnel director as specified "in the current agreement between the Board of Water and Light and Local 352 I.B.E.W.....," and only those employees making written application for the opening will be considered. If an employee does not make application for an advancement and at a later date, when there is another opening, he then decides to apply for the advancement the fact that he had not previously applied for advancement will have no bearing on the company's decision regarding this man's qualifications.

Generally the qualifications for any of the jobs in the progression is a thorough knowledge of all the preceding jobs so in most cases the men selected for training will be from the next lowest job in the progression. If any employee other than in the operating groups as shown on the progression chart apply they will have to demonstrate a thorough knowledge of all of the jobs below the classification that they are applying for.

Applicants for Plant Electrician are to have the following qualifications:

- A. A thorough knowledge of the principles of electricity both alternating current and direct current.
- B. A thorough knowledge of the operation and repair of electrical equipment.
- C. Have the ability to read blueprints and electrical diagrams.
- D. Must have the ability to analyze electrical troubles and be able to make necessary repairs.

If the plant management is satisfied that the applicant with the most company seniority is qualified for advancement the senior applicant may be advanced without the necessity of examination.

If, however, management has any question concerning the qualifications of the senior applicant then all applicants will be given examinations to determine who will receive the advancement. Examination will consist of a written examination, oral examination and a demonstration of the man's ability in the work he is classified in. In addition, the man's attitude and job conduct will be rated by the Shift Foreman. Based on the results of these examinations the senior applicant who has had an acceptable grade in the examinations will be chosen. The applicant who is chosen need not have the highest grade of those participating in the examinations but his grade must be above a level that is satisfactory.

The examinations and procedures for giving the examinations will be worked out to the satisfaction of both union and management.

Any employee or group of employees who feel they have been treated unfairly under the progression plan may file a grievance with their plant steward in the normal manner. Such grievance will be settled as soon as possible.

Any amendment to or changes in the progression plan must be agreeable to both the Board of Water and Light and Local 352 I.B.E.W. Such amendments or changes may be brought up for discussion by either party at any time upon receipt of written request to the Division Director and/or Business Manager by either party and arrangements will be made within seven (7) days to schedule meetings during which an attempt will be made to arrive at a solution to the problem or problems.

Effective January 1, 1968

ATTACHMENT D
to
Agreement between
BOARD OF WATER AND LIGHT
Lansing, Michigan
and
LOCAL UNION NO. 352 IBEW, AFL-CIO
Cedar Street Substation Training Program

CEDAR STREET SUBSTATION

TRAINING PROGRAM

The following training program was agreed upon at a meeting between Management and Union Local 352, I.B.E.W. in the 6th floor Conference Room of the Office Building on September 28, 1964 beginning at 3:30 P.M.

The following were present:

Mr. James VanVoorhis, Business Agent, Local 352, I.B.E.W.

Mr. Joseph Binkowski, Substation Operator

Mr. Clifford Bruder, Substation Operator

Mr. George A. Abbott, Chief of Plants

Mr. Lynn I. Erratt, Personnel Director

Training Program as agreed:

Classification—Electric Substation Operator

Training Time—6 to 12 months

The training time as shown is minimum time to normal time. The ability and aptitude of the man will determine the length of time necessary within these limits. The training time may be adjusted depending on prior experience of the trainee, the learning speed of the trainee, all of which must be acceptable to the Board of Water and Light before completely classifying the trainee as an Electric Substation Operator. If failure to progress is because of lack of application or ability during the training period, the trainee will be returned to his former classification at the end of the initial 6 months period or sooner.

The Electric Substation Operator will be paid the prevailing basic wage rate for his job when he takes a shift alone.

Effective January 1, 1968

ATTACHMENT E

to

Agreement between

BOARD OF WATER AND LIGHT

Lansing, Michigan

and

LOCAL UNION NO. 352 IBEW, AFL-CIO

Board of Water and Light Apprenticeship Standards

**BOARD OF WATER AND LIGHT
APPRENTICESHIP STANDARDS**

Sponsored by

**BOARD OF WATER AND LIGHT
LANSING, MICHIGAN**

and

**INTERNATIONAL BROTHERHOOD OF ELECTRICAL
WORKERS**

**LOCAL NO. 352
LANSING, MICHIGAN**

Issued by the

**BOARD OF WATER AND LIGHT
JOINT APPRENTICESHIP COMMITTEE**

Consultants

**BUREAU OF APPRENTICESHIP AND TRAINING
U. S. DEPARTMENT OF LABOR**

and

THE LANSING BOARD OF EDUCATION

BOARD OF WATER AND LIGHT

APPRENTICESHIP STANDARDS

The following standards for the development of electrical apprentices have been prepared by the Board of Water and Light and the International Brotherhood of Electrical Workers Local Union No. 352.

ARTICLE 1—DEFINITIONS

- a. The term "Employer" shall mean the Board of Water and Light.
- b. The term "Union" shall mean the International Brotherhood of Electrical Workers Local Union No. 352.
- c. "Approval Agency" or "Registration Agency" on labor standards and apprenticeship agreements shall mean the Bureau of Apprenticeship and Training, U. S. Department of Labor.
- d. "Approval Agency" or "Registration Agency" for the apprentice as a student, covering related and supplemental instruction, shall mean the State Board of Control for Vocational Education.
- e. "Apprenticeship Agreement" shall mean a written agreement between the Employer and the person employed as an apprentice, and if the apprentice is a minor, his parent or guardian which is approved by the Joint Apprenticeship Committee, and registered with the Registration Agencies.
The Apprenticeship Agreement shall contain a statement covering the terms and conditions of employment and training, a statement of the trade to be learned, and a requirement that the apprentice complete courses related to his trade consisting of not less than 144 hours for each year of his apprenticeship.
- f. "Apprentice" shall mean a person at least 18 years of age who is engaged in learning the electrical trade, and who is covered by a written agreement with the Employer which has been approved by the Joint Apprenticeship Committee and registered with the Registration Agencies.
- g. "Committee" or "Joint Committee" shall mean the Joint Apprenticeship Committee organized in accordance with these apprenticeship standards.
- h. The term "Standards of Apprenticeship" shall mean this entire document, including these definitions.

ARTICLE 2—QUALIFICATIONS FOR APPRENTICESHIP APPLICANTS

Selection of apprentices under this program shall be made from qualified applicants without regard to race, creed, color, or national origin.

Applicants should be high school graduates or equivalent and must furnish the committee with the following information:

- a. Transcript of school courses and grades.
- b. Record of physical examination.
- c. Proof of American citizenship.
- d. Birth Certificate.

ARTICLE 3—TERM OF APPRENTICESHIP

The term of apprenticeship shall be the amount of time indicated for each apprenticeship noted in Article 8.

A minimum of 144 hours of related instruction shall be required for each year of apprenticeship.

ARTICLE 4—PROBATIONARY PERIOD

All apprentices employed in accordance with these standards shall be subject to a try-out or probationary period not exceeding 1,000 hours of employment. During these probationary periods, annulment of the apprenticeship agreement will be made by the Board of Water and Light Joint Apprenticeship Committee upon request of either party, but due notice of such action shall be given the Bureau of Apprenticeship and Training, and the State Board of Control for Vocational Education.

ARTICLE 5—WORK EXPERIENCE

During this apprenticeship, the electrical apprentice shall receive such instruction and experience in all branches of the electrical trade, including the preparation of material, as is necessary to develop a practical and skilled mechanic versed in the theory and practice of the trade. He shall also perform such other duties in the shop and on the job as are commonly related to any electrical apprenticeship. A condensed schedule of the work experience required for the trade in which the apprentice will be starting shall be supplied to him upon entry into the program.

ARTICLE 6—RELATED AND SUPPLEMENTAL INSTRUCTION

- a. Each apprentice shall enroll in courses prescribed by the Joint Apprenticeship Training Committee. Each apprentice must complete the equivalent of four hours weekly, or 144 hours yearly of related instruction courses, as directed by the committee for each trade classification.
- b. Time spent on related instruction shall not be considered as hours of work unless the apprentice is required to attend instruction or testing sessions during regular work hours, in which case he shall be paid for classroom hours at his straight time hourly rate.
- c. In case of failure, without good and sufficient cause, on the part of the apprentice to fulfill his instruction requirements, the committee may after proper hearing, suspend or revoke his apprenticeship agreement.
- d. The Union shall pay twenty dollars per apprentice to help defray the cost of courses required in the related instruction area. The Board of Water and Light shall pay the balance of the cost of the courses up to the amount required for Lansing Community College District individuals.

ARTICLE 7—CREDIT FOR PREVIOUS EXPERIENCE

Any apprentice having previous experience or training in the electrical trade before entering the apprenticeship will be required to work 30 days probation before classification. The amount of credit to be granted to the apprentice will be determined by the Joint Apprenticeship Committee.

ARTICLE 8—APPRENTICES' WAGES

Starting rates shown shall cover the first six month's probationary period for each apprenticeship.

Step raises shall be recommended in increments noted below, (normally at six month intervals), by the Joint Apprenticeship Training Committee based on the completion of prescribed related instruction and process training.

Minimum terms of apprenticeship are indicated below along with specific requirements and starting rates.

1. Electric Lineman Apprentice, Electrician Apprentice, Cable Splicer Apprentice:
 - a. Starting Rate and Steps: 85% Starting Rate, Steps of: 1-90%, 2-95%, 3-97% of journeyman's rate.
 - b. Term: Completion of 4,000 hours, (for Cable Splicer), 5,000 hours, (for Electrician and Electric Lineman), of process training in addition to related instruction.
 - c. Specific Requirements: Electric Lineman Apprentice shall have at least six months Groundman Experience with the Board of Water and Light, prior to apprenticeship.
2. Secondary Meterman Apprentice, Primary Meterman Apprentice:
 - a. Starting Rate and Steps:
 - 1) Secondary Meterman Apprentice: 84% Starting rate, Steps of: 1-88%, 2-92%, 3-96% of journey man's rate.
 - 2) Primary Meterman Apprentice: 94% Starting rate, one Step of: 97% of journeyman's rate. (These rates are intended for 2,000 hours each.)
 - b. Term: Completion of 4,000 hours of process training in addition to related instruction.
 - c. Specific Requirements:
 - 1) The first twelve months of the Secondary Meterman Apprenticeship will be served in the Meter Test Laboratory.
 - 2) To become a Primary Meterman Apprentice, an individual must be a Secondary Meterman or serve two years as a Secondary Meterman Apprentice.
 - 3) Secondary Meterman Apprentice shall be held at Step 3 or 97% of journeyman's rate if there is no vacancy in the Secondary or Primary Meterman classifications.

ARTICLE 9—PERIODIC EXAMINATION

A review of the apprentice's progress shall be made before each period of advancement, or at such other times as may be determined by the committee. Consideration shall be given to the related instruction progress, and daily employment records of the apprentices.

ARTICLE 10—APPRENTICES' HOURS

The apprentices' work week shall be the same as the journeymen's work week.

Overtime shall not be normally considered as time worked for purposes of computing and completing the work process schedule, unless it pertains to the specific requirements

acceptable to the committee and then only one hour worked shall count as one hour completed on the work process schedule.

ARTICLE 11—APPRENTICESHIP AGREEMENT

The apprentice, and when he is a minor, his parent or guardian, shall sign an agreement which shall be signed also by the employer and approved by the Board of Water and Light Joint Apprenticeship Committee. Every apprenticeship agreement entered into under these standards shall contain the provisions shown in the sample form.

ARTICLE 12—COPIES OF THE AGREEMENT

The following shall receive copies of the apprenticeship agreement properly filled out:

1. The Apprentice
2. The Employer
3. The Local Board of Education
4. Local #352, International Brotherhood of Electrical Workers
5. The Bureau of Apprenticeship and Training (two copies)
6. State Board of Control for Vocational Education
7. Board of Water and Light Joint Apprenticeship Committee

ARTICLE 13—COMPOSITION OF THE JOINT APPRENTICESHIP COMMITTEE

The Joint Apprenticeship Committee is composed of five (5) members representing the Board of Water and Light and five (5) members representing journeymen, selected by the groups they represent.

ARTICLE 14—ADMINISTRATIVE PROCEDURE OF THE JOINT APPRENTICESHIP COMMITTEE

- a. The Joint Apprenticeship Committee shall elect a chairman and a secretary each year, and shall determine the time and place of meetings.
- b. The Joint Apprenticeship Committee shall establish such additional rules and regulations governing its administrative procedure as are required.

ARTICLE 15—DUTIES OF THE COMMITTEE

- a. To establish minimum required standards of education and experience for apprentices, and to pass on the qualifications of persons applying for apprenticeship.
- b. To place apprentices under agreement. When the employer's business is of such character as not to provide continuous employment over the entire period of apprenticeship, the Joint Apprenticeship Committee shall use its best efforts to provide diversity and continuous employment. (This agreement does not obligate the employer actually to employ the apprentice, but to use its best efforts to keep the apprentice continuously employed).

- c. To determine the quality and quantity of experience on the job which the apprentice must have, and to be responsible for his obtaining it.
- d. To hear and adjust all complaints of violation of apprenticeship agreements.
- e. To arrange tests for determining the apprentice's progress in manipulative skills and technical knowledge.
- f. To maintain a record of each apprentice, showing his related instruction progress, work experience, and progress in learning the trade.
- g. To conduct an examination for the apprentice, and upon his passing the examination, to recommend to the Registration Agencies that he be awarded a Certificate of Completion of Apprenticeship.
- h. In general, to be responsible for the successful operation of the apprenticeship standards of the electrical trade in the locality by performing the duties listed above, by cooperating with public and private agencies which can be of assistance, by obtaining publicity, in order to develop the support and interest of the public in apprenticeship, by keeping in constant touch with all parties concerned—apprentices, parents and journeyman.

ARTICLE 16—DUTIES OF CONSULTANTS

Consultants to the Board of Water and Light Joint Apprenticeship Committee will attend meetings upon request of the Committee. Consultants will be asked to advise the Committee on all problems affecting the agencies they represent, and render such assistance as will aid in improving the trade preparation of electrical apprentices. Consultants act without vote.

ARTICLE 17—ADJUSTING DIFFERENCES

In case of disagreement between the employer and the apprentice, either has the right and privilege of appealing to the Joint Apprenticeship Committee for adjustment of problems relating to the apprenticeship. The decision of the Joint Apprenticeship Committee shall be final. If the Joint Committee is unable to make a definite decision, the Bureau of Apprenticeship and Training may be consulted on labor standards and the State Board of Control for Vocational Education on Related Instruction.

ARTICLE 18—GRANTING OF CERTIFICATE OF COMPLETION OF APPRENTICESHIP

Upon the successful completion of the apprenticeship under these standards, the Registration Agencies shall furnish each apprentice with a Certificate of Completion of Apprenticeship, upon the request of the local Joint Apprenticeship Committee.

ARTICLE 19—RATIO OF APPRENTICES TO JOURNEYMEN

The ratio of apprentices to journeymen shall be one apprentice to each three journeymen employed. This ratio is

intended as a guide and upon agreement of the Joint Apprenticeship Training Committee will be waived in cases requiring a change in the ratio.

ARTICLE 20—OFFICIAL APPROVAL

These standards shall be approved officially by formal action of the respective employer and employee groups.

ARTICLE 21—MODIFICATION OF STANDARDS

These standards may be modified at any time by action of the Joint Apprenticeship Committee, subject to approval by the employer and employee groups. Such modifications shall not alter apprenticeship agreements in effect at the time of the change without the express consent of both parties to such agreements. The Bureau of Apprenticeship and Training, U. S. Department of Labor, shall be notified of any modifications to these standards.

ARTICLE 22—COMPLIANCE WITH APPRENTICESHIP STANDARDS

These standards are hereby made a part of each apprenticeship agreement under "Special Provisions." The signing of the agreement therefore binds the parties concerned to compliance with them.

Every apprentice, parent or guardian, and the employer entering into an apprenticeship agreement shall be given the opportunity to read these standards.

THESE REVISED STANDARDS REGISTERED WITH THE BUREAU OF APPRENTICESHIP AND TRAINING, U. S. DEPARTMENT OF LABOR, WASHINGTON, D. C., AS INCORPORATING THE BASIC STANDARDS RECOMMENDED BY THE FEDERAL COMMITTEE ON APPRENTICESHIP.

SPECIAL NOTICE

Employers should ascertain if any of their activities are covered by the Fair Labor Standards Act. Employees in covered activities including apprentices, must be paid time and one-half for all hours worked over 40-hours per week.

Effective January 1, 1968

ATTACHMENT F

to

Agreement between

BOARD OF WATER AND LIGHT

Lansing, Michigan

and

LOCAL UNION NO. 352 IBEW, AFL-CIO

Cedar Street Water Works Station Operators

and

Cedar Street Water Works Station Firemen

CEDAR STREET WATER WORKS STATION OPERATORS:

Shall have served at least three and one-half ($3\frac{1}{2}$) years in a power plant or in other job experience qualifying for Water Works Station Operator.

This service shall include at least six (6) months as a Cedar Street Station Fireman, Deep-Well Pump Operator or Water Production Maintenance Man.

The training period for a Water Works Station Operator shall be six (6) months. At the completion of his training period he shall be assigned to a regular operating shift for a six (6) months probationary period.

A Water Works Station Operator Trainee will be paid the scale rate of the Cedar Street Station Fireman or the rate of his present job—whichever is higher. In no case will his rate of pay exceed the scale for a Water Works Station Operator.

At the completion of his training period, if the differential between his rate of pay and the Water Works Station Operator's scale is ten (10ϕ) cents per hour or more, then one-half ($\frac{1}{2}$) of the difference will be paid, and scale rate for Water Works Station Operator will be paid at the completion of his probationary period.

CEDAR STREET WATER WORKS STATION FIREMAN:

Shall have served at least two (2) years in a power plant or other job experience qualifying for Water Works Station Fireman.

The training period for a Water Works Station Fireman shall be from three (3) to six (6) months on boilers and related equipment at Cedar Street Station. At the completion of his training period he shall be assigned to a regular operating shift for a six (6) months probationary period.

A Water Works Station Fireman Trainee will be paid the scale rate of a Mechanic Helper or the rate of his present job—whichever is higher. In no case will his rate of pay exceed the scale of pay for a Water Works Station Fireman. At the completion of his training period if the differential between his rate of pay and the Water Works Station Fireman's scale is ten (10ϕ) cents per hour or more, then one-half ($\frac{1}{2}$) the differential will be paid, and scale rate for Water Works Station Fireman will be paid at the completion of his probationary period.

Effective January 1, 1968



