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**LABOR AND INDUSTRIAL  
RELATIONS LIBRARY**  
**Michigan State University**  
**AGREEMENT**

*Bay City*

between the

**City of Bay City**

and

**The City Employees'  
Association**

**Regarding Terms of Employment,  
Wages, Hours, and Rights of the  
Parties hereto**

*John Learning*



*903 N. Jackson St.  
Bay City, Mich.*

*48706*

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## AGREEMENT

**This Agreement Is** entered into pursuant to the authority of Act 336 of the Public Acts of 1947, as amended, this 14th day of December, 1970, between the City of Bay City, a Municipal Corporation of the State of Michigan, hereinafter referred to as "The City", and the City Employees' Association, a non-profit organization within the scope and meaning of the above Act, as amended, hereinafter referred to as the "Association".

**Witnesseth:** That the parties hereto, in consideration of the mutual covenants and agreements hereinafter contained, do hereby agree as follows:

### DEFINITIONS

**"Association"** shall be defined as the officers, representatives, and members of the City Employees' Association, a non-profit labor organization, within the scope and meaning of Act 336 of the Public Acts of 1947, as amended.

**"City"** shall be defined as the elected and/or appointed representatives of the City of Bay City, Michigan, a municipal corporation of the State of Michigan, a public employer within the scope and meaning of Act 336 of the Public Acts of 1947 as amended.

**"Confidential Employees"** are those employees who assist and act in a confidential capacity to persons who formulate, determine and effectuate management policies in the field of labor relations.

**"Emergency"** is a situation requiring immediate attention, which cannot be reasonably anticipated, and where bargaining unit employees are not available to carry out necessary municipal functions.

**"Grievance"** shall be defined as an allegation or complaint by an employee of the Association or the City that there has been a violation of the Contract or procedure as established by past practice between the parties.

**"Part-Time Employee"** is defined as an employee who works not more than one-half the normal work week.

**"Probationary Employees"** shall be defined as any employees having less than six (6) months employment with the City.

**"Promotion"** is defined as a position involving a higher rate of pay or an upgrading of a position which materially increases the responsibilities or desirability of a position.

**"Seasonal Employees"** shall be defined as those persons hired for work caused by seasonal change and shall be limited to bona fide full-time students who have left school, but who plan to return. Their term of employment shall not exceed six (6) continuous months in one calendar year, unless agreements between the parties concerning the specific employee extends such period of employment. Said employees are to be used as general labor only and will not replace regular employees.

**"Temporary Employees"** shall be defined as those persons employed for the express purpose of handling some emergency, catastrophe, or some other unusual occurrence for a short period of time, not to exceed thirty (30) days.

**"Vacancy"** is defined as that situation which occurs when a position of higher pay is unfilled or a position is upgraded to a materially more desirable or materially more responsible position or a combination of both.

## ARTICLE I

### RECOGNITION AND SECURITY

#### Section 1:1 — Recognition

In accordance with the provisions of Act 336 of the Public Acts of 1947, as amended, the City hereby recognizes the Association as the exclusive bargaining representative for those employees in the hereinafter defined bargaining unit for the purpose of collective bargaining in respect to rates of pay, wages, hours, and terms of employment or other conditions of employment.

The City agrees not to aid, promote, or finance any labor group or organization which purports to engage in collective bargaining, or make any agreement with any such group or organization for the purpose of undermining the Association, and the City will make available to all employees in the bargaining unit a copy of this Agreement calling their attention to the fact that the Association, has been recognized as the exclusive bar-

gaining representative for all employees in the bargaining unit, with respect to rates of pay, wages, hours, terms of employment and other conditions of employment.

### **Section 1:2 — Employees Covered**

In accordance with the provisions of Act 336 of the Public Acts of 1947, as amended, The Employer recognizes Association as the exclusive collective bargaining representative for those employees in a defined bargaining unit for the purposes of collective bargaining with respect to wages, hours, terms of employment, and other conditions of employment.

A. The bargaining unit consists of all City employees except those holding positions in the classifications shown in Appendix A and the following: Supervisory; Confidential; Professional; Police uniform personnel; Fire uniform personnel; Electrical engineering; electrical maintenance maintenance and construction; Library personnel; and Temporary.

B. No persons employed by the City nor applicants for City employment shall be discriminated against because of race, creed, color, sex, or national origin. Every effort shall be made to encourage applicants for city employment, in all departments, from all racial religious and nationality groups.

C. School Guards hired prior to July 4, 1968 shall be entitled to all fringe benefits except longevity pay on a pro-rata basis.

### **Section 1:3 — Agency Shop**

The City agrees that all employees covered by this Agreement shall either be members of the Association or pay an amount equal to Association dues. Any new employees covered by this Agreement shall either become members of the Association or begin the payment of an amount equal to Association dues after the expiration of thirty (30) days of employment.

This provision shall be a condition of employment and no employee covered by this Agreement shall be retained by the City unless said employee is in compliance with this provision.

### **Section 1:4 — Check-Off**

Upon receipt of a written authorization of payroll deduction from an employee, The City agrees to deduct Association membership dues or the equivalent amount from non-members, levied in accordance with this agreement and with the constitution and by-laws of the Association, from the pay of each employee authorizing said deduction. Said dues shall be deducted from the employee's pay at the end of the third week of every month during the term of this Agreement. After collection of said dues, the City shall remit all dues or the equivalent made from the deduction of the employees' paychecks to the Treasurer of the Association within five (5) days of the time said deductions are made.

The Association will initially notify the City as to the amount of dues to be deducted. Such notification shall be certified to the City in writing over the signatures of the authorized officer or officers of the Association. Changes in Association membership dues will be similarly certified to the City and shall be submitted at least one month in advance of the effective date of such changes.

## **ARTICLE II RESERVATION OF RIGHTS**

The City, on its own behalf, and on behalf of its electors, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by light of its management's positions and functions and the laws pertaining thereto, subject to this Contract and custom and practices of the parties hereto.



**ARTICLE III**  
**ASSOCIATION BARGAINING COMMITTEE**

**Section 3:1 — Composition**

The Bargaining Committee of the Association shall include not more than five (5) employees of the City of Bay City who are covered by the Agreement and who are either members of the Association or eligible for membership. The Bargaining Committee may also include not more than two (2) non-employee representatives of the Association. The Association shall submit to the City, in writing, the names and addresses of its employee and non-employee representatives in the Bargaining Committee prior to negotiations, and, in the event of a change during negotiations, at least five (5) working days prior to the next session.

**Section 3:2 — Remuneration**

Employee members of the Bargaining Committee will be paid by the City for time spent in negotiations during normal work periods with the City, but only for straight time hours they would otherwise have worked on their regular work schedule. For the purpose of computing overtime, time spent in negotiations during normal work shift hours shall be considered as hours worked, to the extent of the regular work schedule which otherwise would have been worked by the Committeeman.

## **ARTICLE IV GRIEVANCE**

### **Section 4:1 — Presentation of Grievance**

An employee may present a grievance, as defined, as follows:

**A.** Either through a designated Association representative, or

**B.** Through his own presentation, provided that the Bargaining Representative has been given the opportunity to be present.

### **Section 4:2 — Modification Prohibited**

Regardless of the method of presentation, no grievance nor settlement shall render inconsistent any of the terms of this Agreement.

### **Section 4:3 — Procedure**

An employee may present a grievance as follows:

**A.** Step 1. Upon notification of a grievance, the foreman will notify the proper union representative and, with the consent of his supervisor, which will not be withheld arbitrarily, an employee may talk for a period not to exceed thirty (30) minutes with the representative or directly with his foreman during his shift concerning the grievance. The steward and/or employee may then discuss the grievance with the foreman in charge. The foreman, upon receiving a grievance in writing, shall have one (1) day in which to submit his answer in writing.

**B.** Step 2. If a grievance is not satisfactorily disposed of, the aggrieved employee (a Steward may be an aggrieved employee) shall submit it in written form to the department head. A meeting between the department head and one (1) representative of the department head and the employee, the steward, and/or an association officer, shall be arranged within seven (7) working days of receipt of a grievance by the department head.

The association representative may meet for fifteen (15) minutes immediately prior to the joint meeting. The department head shall review the case and his answer shall be submitted in writing within seven (7) working days unless there are extenuating circumstances on the part of either party.

C. Step 3. If the answer of the department head is unsatisfactory to the employee, he shall have the right of appeal in writing to the City Manager. The representative of the Union shall meet with the City Manager and his designated representative within seven (7) days of the presentation of the appeal, unless there are extenuating circumstances on the part of either party. The Association representatives may meet for thirty (30) minutes prior to this meeting. The chief steward or committeeman shall be allowed an adequate time, not to exceed one work day, off with pay to investigate the nature of the grievance used to discuss the City Manager or his representative. The answer of the City Manager must be filed within ten (10) normal work days after the meeting.

D. Step 4. If the answer of the City Manager is unsatisfactory to the employee, both parties agree to have an impartial arbitrator selected from the Federal Mediation and Conciliation Service or the Michigan Employment Relations Commission list of arbitrators or the American Arbitration Association. In such a case, the decision of the Arbitrator shall be binding on both parties. The City and the Association agree to share equally the expenses of the Arbitrator.

#### **Section 4:4 — Time Limitation for Grievance Procedure**

The aggrieved employee may appeal the decision of the foreman to his department head. The aggrieved employee may further appeal the decision of the department head to the City Manager in writing.

In relation to procedure all appeals must be in writing and must be made within five (5) working days after the decision has been given. If no appeal is taken within the time limit, the employee and/or the Association shall be deemed to have accepted the decision. Conversely, if an answer in writing is not presented to the Association representative and/or the employee within the time limit, then the matter shall be deemed to be settled in the Association's or the employee's favor; provided that any individual employee, at any time, may present grievances adjusted without intervention of the Association, if the adjustment is not inconsistent with the terms of this Agree-

ment; provided that the Association has been given opportunity to be present at such adjustment.

**Section 4:5 — Grievance Right of Management**

The City shall have the right to the grievance procedure, if so desired and in accordance with the following provisions: The City will present any grievance to the Association by written appeal to the Association Executive Committee. A meeting shall take place within seven (7) working days of receipt of the appeal. An answer shall be forwarded by the Association Executive Committee to the City Manager as head administrative officer for the City within ten (10) normal work days. If the answer of the Association Executive Committee is unsatisfactory to the City, both parties agree that the City may invoke Step 4 of the grievance procedure, as outlined in Section 4:3.

**Section 4:6 — Grievance Right of Association**

The Executive Board of the Association shall have the right to the grievance procedure if so desired, in accordance with the following position: The Executive Board will present any grievance to the City Manager by written appeal to the City Manager. A meeting shall take place within seven (7) working days of receipt of the appeal.

An answer shall be forwarded by the City Manager to the Association Executive Committee within ten (10) normal work days. If the answer of the City Manager is unsatisfactory to the Executive Board, both parties agree that the Executive Board may invoke Step 4 of the Grievance Procedure outlined in Section 4:3.

**ARTICLE V  
SENIORITY**

**Section 5:1 — Seniority**

Seniority is hereby granted to all employees of the City within the Bargaining Unit and is calculated from the employee's last date of hire. Seniority for seasonal and temporary employees, when they become regular employees, will relate back to their last date of hire immediately preceding their becoming regular city employees.

### **Section 5:2 — Seniority List**

At the date of execution of this Agreement, the City will furnish to the Association a seniority list that is up-to-date, which will show the individual employee's hiring date, their name, and their seniority period. This roster shall be furnished during the term of this Contract. Such seniority list will be posted on a bulletin board provided by the City in each department so that each employee may know his seniority and the City will furnish the Association's President the same list at the Association's request. If the seniority date posted is not contested by either party within thirty (30) days, then said date of seniority is to be presumed conclusively correct.

### **Section 5:3 — Seniority of Employees with Same Date of Hire**

When a dispute arises as to the seniority of employees having the same date of hire, seniority shall be determined by lot.

### **Section 5:4 Loss of Seniority**

1. An employee may lose his seniority for the following reasons only:

- (a) Resignation
- (b) Discharge
- (c) Retirement

2. Seniority shall not accumulate during an extended leave of absence (See Section 10:3).

### **Section 5:5 — Seniorities of Stewards and Associations Officers**

The President, Vice President, Secretary and Treasurer of the Association, and the Chief Stewards of the various departments, shall have super-seniority. That is to say, that in the event of a lay-off of any type, they are to be considered as the employees with the longest date of employment with the City. In the case of Chief Stewards and Stewards in the various Departments, they shall be considered as the employees with the longest seniority date notwithstanding any position on the seniority list in their respective departments, in case of a lay-off, so that in the event of a lay-off of any type, they shall be continued at work as long as there is a job in their department which they can perform, and they shall be recalled to work in the event of a lay-off on the first open job in their department which they can perform.

## **ARTICLE VI LAY-OFF**

### **Section 6:1 — Lay-off of Employees**

Any lay-off of employees shall be made by inverse order of their seniority within the department, subject to ability to perform the duties of the classification in which there is no less senior employee. No permanent employee shall be laid off from any position while any temporary or seasonal employee is still employed.

### **Section 6:2 — Notice of Lay-off**

The Department Head shall give written notice to the permanent employee and the Association on any proposed lay-off in his department. Such notice shall state the reasons therefore, and shall be submitted at least two (2) work days before the effective date thereof.

### **Section 6:3 — Recall from Lay-Off**

Permanent employees to be recalled from lay-off shall be called on the basis of required classification and their seniority and as hereinbefore provided, and the City shall notify them by certified mail, Return Receipt Requested, of the recall. The employee shall be allowed three (3) work days to respond after notice has been sent by certified mail to their last known address. Employees who decline recall, or who, in the absence of extenuating circumstances, fail to respond as directed within the time allowed (24 hours), shall be presumed to have resigned and their names shall be removed from the seniority and preferred eligibility list.

### **Section 6:4 — Transfer from One Department to Another.**

In the case of transfer from one department to another, employees involved in such transfer shall not lose seniority standings in the department from which they were transferred last, but they shall begin to accumulate, in addition, seniority in the department to which they are transferred, so that if it becomes necessary for the City to lay off an employee in a department to which he has been transferred by virtue of his seniority, he will then have the right to be re-instated on the basis of his seniority to the position which he held prior to the transfer. Similarly, in the case of promotions within the bargaining unit, such promoted employee involved shall not carry any accumulated seniority

to the new department to which he is promoted, but he will begin to accumulate seniority in that department on the day of his promotion.

However, he will not lose his seniority standing in the department from which he was promoted. In the case of a lay-off of an employee who has recently been promoted within the bargaining unit, he, too, shall have the right to be re-instated according to his seniority in the department from which he was transferred; provided, however, that employees transferred from one department to another for seasonal work shall not accumulate seniority in the department he has been transferred into.

## **ARTICLE VII DEPARTMENTS**

### **Section 7:1 — Organizational Structure of Bargaining Unit**

The organizational structure of the bargaining unit shall consist of the following departments:

Department of Community Development, with the following divisions therein:

- a) Parks Division
- b) Street Division
- c) Bridge Division
- d) City Service Building Division
- e) Cemetery Division
- f) Airport Division
- g) Engineering Division
- h) City Hall Maintenance Division

Traffic Signs & Signals

Parkng Meter Maintenance, Collection and  
Enforcement

Water Purification and Pumping

Water Distribution

Waste Water Treatment

City Hall

## **ARTICLE VIII UNION REPRESENTATION**

Based on proportional representation, the steward structure will be as follows:

The Department of Community Development will have one (1) committeeman and one (1) chief steward elected at large. Within the Department of Community Development, the Parks Division, the Street Division, the Bridge Division, and the City Service Building there will be one (1) steward for each of those departments, and each of the individual divisions named herein will elect the steward for their respective division, The Water Department Field Employees will have one (1) committeeman, one (1) chief steward and two (2) stewards. The Waste Water Treatment Department will have one (1) committeeman, one (1) chief steward and one (1) steward. The Water Pumping and Purification Department will have one (1) committeeman, one (1) chief steward and one (1) steward. All employees located in City Hall will have one (1) committeeman, one (1) chief steward and one (1) steward. In the absence of a steward or chief steward, an alternate may be appointed by the Association's President.

## **ARTICLE IX PROMOTIONS/REINSTATEMENT**

### **Section 9:1 — Basis of Promotions**

Promotions within the bargaining unit shall be made on the basis of seniority and qualifications.

### **Section 9:2 — Scholastic Record**

Any employee of the City will not be discriminated against merely because he does not have a high school or G. E. D. Certificate, and they shall not be limited to any one position, but shall be considered for any position on the basis of their seniority and ability to perform a job. However, the Association recognizes the fact that some jobs may not be performed by people not having a high school diploma or a G. E. D. equivalent.



### **Section 9:3 — Procedure in Promotion**

Job vacancies will be posted for a period of five (5) working days, provided the City has at least two-weeks notice of a vacancy occurring, otherwise three (3) working days, setting forth the requirements for the position on the bulletin boards on which the seniority list is posted in the various departments. Employees who may be interested shall apply within the posting period, and said qualified employee shall be granted a six (6) months trial period to further determine his ability to perform the job. During the trial period, the employee may request to revert back to his former classification, if possible. If the employee is unsatisfactory in the new position, notice and reasons shall be submitted to the employee in writing by the City, with a copy to the Association. The matter then may become a proper subject to the second step of the grievance procedure. However, in the event that the employee is returned to the department by virtue of this provision, said employee will be re-instated with the seniority that he had accumulated in the department from which he was promoted and the seniority which he had accumulated during the probationary period. At all times during the trial period, the employee shall receive the rate of pay for the job he is performing. New employees may be discharged, for cause, prior to the completion of their six (6) month probation period.

### **Section 9:4 — Reinstatement of Veterans**

Any employee who enters into active service in the Armed Forces of the United States, upon the termination of such service, shall be offered re-employment in his previous position or a position of like seniority, status and pay, unless the circumstances have so changed as to make it impossible or totally unreasonable to do so, in which event he will be offered such employment in line with his seniority as may be available, which he is capable of doing, at the current rate of pay for such work, provided he reports for work within ninety (90) days of the date of such discharge or ninety (90) days after hospitalization continuing after discharge.

## **ARTICLE X SHIFT CHANGES**

### **Section 10:1 — Shift Preference**

Shift preference will be granted on the basis of seniority within the department. A transfer to the desired shift will be effectuated within two (2) weeks following the end of the current pay period within which the written request is made.

### **Section 10:2 — Voluntary Temporary Shift Changes**

Shift employees may change shifts with one another on a temporary basis to accommodate personal business; provided, such changes do not cause an interruption of work or an undue inconvenience to the City and provided the change is made with the consent of the department head of the department involved.

## **ARTICLE XI LEAVES AND TIME OFF**

### **Section 11.1 — Sick Leave**

Sick leave for each permanent employee of the City shall be one (1) work day with pay for each month of service. For the purpose of this section, a month of service is complete when the employee has worked ten (10) days in any one month. Any permanent employee who renders part-time services shall be entitled to sick leave pro-rata for the time actually worked at the same rate as that granted full-time employees. Unused sick leave may be accumulated up to a maximum of one-hundred and fifty (150) days. Any employee who is on sick leave shall be entitled to all fringe benefits as if they were working.

In addition to compensation for absence due to sickness, an employee who is eligible for retirement and dies before retirement, or retires from the City service and is entered on the Retirement or Pension Roll of the City, shall upon such death or retirement, be paid for one-half of his unused sick leave up to an accumulation of one-hundred twenty (120) days at the time of death or retirement. At the end of each calendar year, where an employee has accumulated twelve sick leave days,

i.e. used no sick leave days, he will receive an additional three (3) days of sick leave, which is to be construed as a bonus so that if an employee has, for example, twelve (12) days of unused sick leave as of December 31, he will automatically receive an additional three (3) days making a total of fifteen (15) days sick leave.

Employees absent from work on legal holidays, during sick leave, during vacations, or on special leave of absence with pay, shall continue to accumulate sick leave at the regularly prescribed rate during such absences, as though they were employed, subject to the maximum limitation herein provided. Sick leaves of absence for a part of a day shall be charged proportionately. Any employee off sick shall cooperate in furnishing information to verify such sickness. It will be expected that such employees will normally be confined to their homes, unless in a hospital or seeking medical assistance, and if a designated agent of the City calls at the home of a person off on sick leave, and the employee is not at home, such employee shall furnish a doctor's certificate of statement verifying such illness. The department head shall have the discretion to require the furnishing of such doctor's statement in other cases. The false reporting of time off as being required for sickness shall constitute an offense. Where an employee chronically abuses his sick leave and thus interferes with the operation of the department, he may be reclassified and/or transferred. Such action shall not constitute a penalty, but shall be for the purpose of promoting efficient and economic operation.

### **Section 11:2 — Maternity Leave**

Permanent female employees shall be allowed to take one three (3) months' leave of absence due to pregnancy. Additional leaves of absences may be granted upon written request through the proper department head on approval of the City Manager. Such leave of absence shall be without pay, but shall not affect continuous service. If at the end of three (3) months, the employee has not requested reinstatement, her employment shall be terminated and her name placed on the eligibility list for re-employment. Whenever an employee shall become pregnant, she shall furnish her department head a certificate from her physician, indicating the approximate date of delivery and stating any re-

restrictions on the nature of the work she may be able to do, and the length of time she may be able to work. With her physician's approval, she may be allowed to work until at least two (2) months before the expected date of delivery, and, in the event her department head does not object, up until her physician recommends that she take her leave of absence. However, any employee falling under this section, that is to say, under the section dealing with leave of absence for pregnancy, will not receive sick leave during this period, nor any other fringe benefits, except that she will have seniority which includes the time during which she took her leave of absence.

### **Section 11:3 — Extended Leave**

If a permanent employee is off for an extended period of time due to a physical or mental illness, the employee will be granted at his request, a leave of absence without pay. If a permanent employee has a prolonged illness in his immediate family, defined in this case to include only the spouse and children of the employee, said employee will, at the employee's request, be granted a leave of absence without pay.

In the case of all leaves of absence, except that for pregnancy, the employee's seniority date shall not accumulate beyond his date of work immediately preceding his leave of absence. However, upon returning to the City's employment, he shall be accorded such seniority as he had on the last date prior to his leave of absence.

### **Section 11:4 — Funeral Leave**

Members shall be allowed three (3) days leave with pay aside from sick leave, vacations, and holidays, as funeral leave days when a death occurs in his immediate family and shall, when necessary, if death to such immediate family members occurs more than three hundred (300) miles from Bay City, be allowed an additional day to allow for travel time. A permanent member of the employee's family is to be considered the same as an immediate family member.

### **Section 11:5 — Veterans Funeral Leave**

Where requested by proper official of a recognized Veterans' organization, an employee may be granted reasonable time off, with pay, to attend a veteran's funeral or civic affairs, as a representative of the Veterans' organization, when approved

by the manager and where, in the opinion of the department involved, their operations will not be adversely affected.

#### **Section 11:6 — Public Office**

Employees may have time off, without pay, to perform certain duties required by the holding of a public office or to engage in charitable activities with approval of the City Manager.

## **ARTICLE XII VACATION AND HOLIDAYS**

#### **Section 12:1 — Vacations**

Each permanent employee of the City shall be allowed vacation leave with pay at the rate of one (1) work day for each month of service. Employees who have completed ten (10) years of continuous service with the City shall, on the beginning of the next calendar year immediately following the anniversary date on which they completed ten (10) years of continuous service with the City, be granted one (1) additional day per year for every additional year of service, not, however, to exceed five (5) additional days.

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

(1) Where specifically requested by the Department Head and approved by the Manager;

(2) Where the employee is absent on sick leave and such absence would cause him to lose his vacation pay, then, in such event, he shall be paid his vacation in addition to the sick leave;

(3) Or, if in the event of sickness, injury or disability in excess of that authorized for such purposes, the employee may, within the discretion of the department head, charge such additional time off against his vacation allowance;

(4) Where, during an employee's vacation a holiday falls, the employee shall get credit for the holiday. Vacation schedules shall be set up with particular regard to the seniority of the employees and in accordance with the operating requirements of the department in which the employee works, and insofar as possible, by the written request of the employee.

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

If a regular payday falls during an employee's vacation and he is to be on vacation for two weeks or longer, he will be entitled to receive that check in advance before going on vacation; provided, however, the employee must make a request to the City Manager's Office two (2) weeks before leaving if he desires to receive it in advance.

### **Section 12:2 — Holidays**

Holiday pay is compensation paid for the time during which work would normally be performed, said work having been suspended by reason of a general holiday.

The following shall be general paid holidays for city employees and they are considered Legal Holiday: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day, and General Election Days, not to include Primary, Special, or similar elections. In addition to those days, if Christmas or New Year's Day falls on a Sunday, the employees shall receive the following Monday as a paid holiday. If Christmas or New Year's falls on a Tuesday, Wednesday, Thursday, Friday, or Saturday, the employees shall receive, as a holiday, one-half day immediately preceding said regular holiday, e.g., if Christmas falls on Tuesday, Monday afternoon would also be a legal holiday. Similarly, if Christmas should fall on a Wednesday, Tuesday afternoon would be a holiday. Likewise, the half-day preceding New Year's Day is a holiday; Good Friday shall also be considered a one-half day holiday.

### **Section 12:3 — Personal Holidays**

The employees will be entitled to certain personal holidays. That is to say, they will be entitled to the days on which Lincoln's birthday and Washington's birthday falls, Veteran's Day and the day after Thanksgiving. Employees may take these days as holidays, but in the event that they choose not to take such days, they will be granted in lieu thereof another day off for every one of the holidays they miss, with pay and all fringe benefits therefor. Said holiday is to be taken as desired by the individual employee; subject, however, to the convenience of the department head, and these personal holidays are to be comparable to vacation. That is to say, they are to be taken in the year earned and may not be accumulated. When a holiday falls on a day where the employee is not working, whether because he is on vacation, sick, or on other paid leave, or because the holiday falls on a weekend or other time off, the employee shall be entitled to an additional day of holiday to be taken as a personal holiday, subject to the convenience of the department head, and such holidays must be used within the year earned, as they are not cumulative. An employee on formal unpaid leave of absence or lay-off (removed from the payroll) shall not receive holiday pay as provided in this contract.

## **ARTICLE XIII**

### **INSURANCE COVERAGE — PENSION**

#### **Section 13:1 — Blue Cross and Blue Shield**

Employer will furnish, as of September 1, 1970, fully paid Blue Cross and Blue Shield, the same being the plan known as MVF-1, to all employees covered by this contract.

#### **Section 13:2 — Workmen's Compensation**

The City will supplement Workmen's Compensation payments so that the sum of the two equal the employee's salary or pay for a normal work week, the same as now provided for policemen and firemen.

#### **Section 13:3 — Retirement and Pension**

The Pension Plan known as M. M. E. R. S. Plan C-1, as provided by State law and as agreed upon by the City and the Association, shall remain in full force and effect.

**ARTICLE XIV**  
**LONGEVITY, COST OF LIVING, PREMIUM,**  
**AND STAND-BY PAY**

**Section 14:1 — Longevity Pay**

In addition to regular compensation, employees covered hereunder shall receive longevity pay as follows:

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

Said longevity shall be computed on the basis of the employee's pay scale with a ceiling maximum of Eight Thousand Dollars (\$8,000.00)

**Section 14:2 — Cost of Living**

Salary and wage rates shall be adjusted the first full pay after January 1, 1971 and July 1, 1971 to reflect the changes in the Consumer Price Index for all items, as established by the U. S. Department of Labor, determined by one cent (1¢) per hour per year for each change of .04 in the Consumer Price Index for the six (6) month period ending with the preceding November or May.

<b>Consumer Price Index</b>	<b>Cost of Living Payment</b>
134.6	0
135.0	1
135.4	2
135.8	3
136.2	4
136.6	5
137.0	6
137.4	7
137.8	8
138.2	9
138.6	10
139.0	11
139.4	12
139.8	13
140.2	14
140.6	15
141.0	16
141.4	17
141.8	18
142.2	19
142.6	20



### **Section 14:3 — Stand-by**

Stand-by time is that time which an employee is required to be available for work outside of normal working hours and the pay for stand-by shall be computed on the following basis:

a) For purposes of this section, a full holiday shall run from midnight to midnight; one-half holiday from twelve noon through twelve midnight.

b) Stand-by compensation, Monday through Friday, shall be at the rate of two hours pay for every sixteen hours of stand-by.

c) Stand-by compensation for Saturdays, Sundays and holidays, shall be at the rate of three hours for every twenty-four hours of stand-by.

### **Section 14:4 — Hours of Employment**

Normal hours for City employees are eight (8) hours to be set between the hours of 7 a.m. and 5 p.m. Swing shift employees (1) first shift starting 6:00 a.m. to 1:00 p.m., (2) second shift starting 1:00 p.m. to 6:00 p.m., (3) third shift starting 6:00 p.m. to 6:00 a.m..

### **Section 14:5 — Premium Pay**

All employees will receive a twelve (12) cent and eighteen (18) cent differential on second and third shift respectively.

As further explanation of this section, vacation and sick leave benefits are to apply on the employee's base pay only. Premium pay shall not be paid at the rate of time and one-half or double time.

### **Section 14:6 — Jury Duty and Witnesses**

Any employee who serves as a juror or witness in any Court shall receive full pay from the City upon his paying his juror or witness fee to the Treasurer of the City of Bay City or is subpoenaed by a governmental agency.

### **Section 14:7 — Recall Pay**

Any employee required to return to work outside of his regularly scheduled hours shall receive a minimum of one and one-half (1-½) hours pay at overtime rates. This shall not apply to overtime on a regular day's employment, whether the result of holding over on a job or being called in early, but the employee shall be paid overtime for his actual overtime.

Where an employee is called back to work for less than a full day, his rate of pay shall be determined on the basis of the day of the week worked, whether a Saturday, Sunday or other day, and if it is also a holiday for which the employee is entitled to another day off in lieu of a holiday, he shall not receive pay at the holiday rate. If the employee is recalled for a full day's work on a holiday, he shall be paid holiday pay and shall not receive a day off in lieu of the holiday.

## **ARTICLE XV**

### **REST PERIODS AND EMERGENCY MEALS**

#### **Section 15:1 — Rest Periods**

All employees working an eight (8) hour shift shall be entitled to two (2) rest periods per shift, excluding a lunch period. These periods shall be taken one before and one after lunch. Length of the rest periods shall be fifteen (15) minutes per period. Field employees' rest periods are to be regulated (except that there shall be two (2) periods of fifteen (15) minutes each) by their foreman.

In the case of those employees who, by the nature of their jobs, are inclined to become grimy, they shall be allowed a wash period with access to adequate facilities not to exceed ten (10) minutes before lunch and a wash period not to exceed fifteen (15) minutes before their quitting time.

#### **Section 15:2 — Meals**

The City will pay a maximum of \$1.00 for breakfast, \$1.40 for lunch, and \$2.25 for supper, in lieu of furnishing same where overtime is worked upon one of the following conditions:

(1) Employees are required to report for work two or more hours immediately preceding their regular report time;

(2) Employees are required to work two or more hours after their normal quitting time. Compensated time, not to exceed one-half hours will be granted employees in which to eat.

## **ARTICLE XVI**

### **OVERTIME HOURS**

#### **Section 16:1 — Overtime**

Overtime rates shall be paid for hours over regular employment. Overtime shall be any hours of employment over 40 hours per calendar week. Pay at the overtime rate shall also be paid for hours over eight hours within any 24-hour period, except that overtime shall not be paid for a shift rotation provided off-time of at least eight hours occurs between the shifts. Hours paid for at the overtime rate, or while on leave of any type, including time spent as a juror or witness, shall not be used in computing whether an employee has worked a 40-hour week. The rate for overtime shall be one and one-half the regular rate of pay.

#### **Section 16:2 — Sundays and Holidays**

All hours of employment on Sundays and Holidays shall be paid at double the rate for regular employment. Except for shift operations, hours of employment on Sundays and Holidays, paid for at a premium rate, shall not be used in computing whether an employee has worked a 40-hour week, and the premium pay rate provided therefore shall be in lieu of overtime pay.

#### **Section 16:3 — Equalization of Overtime**

All overtime hours shall be equalized and distributed among the employees in each department. To effectuate this policy, a bi-monthly listing of all overtime and all refusal of overtime for each employee in their seniority order shall be maintained on each departmental bulletin board.

#### **Section 16:4 — Swing-shift Employees**

For the purposes of this section, time worked on holidays up to eight (8) hours by employees normally working on holidays, i.e., swing-shift employees, dispatchers, etc., shall not be considered overtime.

**ARTICLE XVII**  
**DISCHARGE AND DISCIPLINE**  
**INVOLVING TIME OFF**

The City agrees, upon discharge or discipline of an employee, to notify, in writing, the steward of the department involved.

The discharged or disciplined employee will be allowed to discuss his discharge or discipline with the steward of the department, and the department head will make available an area where he may do so before he is required to leave the property of the City.

In imposing any discipline on a current charge, the City will not take into account any prior infractions of City or departmental rules or regulations which occurred more than three (3) years previously, nor the City impose discipline on an employee for falsification of his Employment Application after a period of three (3) years from his date of hire.

Grounds for dismissal shall be the following:

**Insubordination:** Insubordination of any employee shall be considered a serious offense, extremely detrimental to the best interest of the City. It shall consist of the willful refusal of an employee to obey the lawful order of any superior or deliberate physical attack or assault upon a superior, or any disobedient, rebellious, insulting, vicious, or incorrigible conduct calculated or designed to undermine or defeat the control of supervisory personnel.

**Neglect of Duty:** It shall be the obligation of an employee to properly discharge the duties and perform the work assigned to him.

**Sleeping on Duty:** Any employee who sleeps while on duty is guilty of an offense. However, since the seriousness of the results that can be expected from such neglect will vary, an exact standard cannot be established as a general rule. The minimum penalty for a first offense shall be a five-day suspension. Additional penalties, including dismissal, may be provided by special rule or as required by the merits of each individual case.

**Abandoning Job:** Where an employee abandons his job and leaves without notice to his immediate supervisor, such action shall constitute an offense.

**Personal Conduct:** Employees shall conduct themselves properly and decently and without causing discredit to the City, and shall not use foul, indecent, or immoral language or engage in indecent or improper conduct, and shall not abuse, attack or injure fellow workers. Employees shall not abuse the public, but shall treat them with respect and consideration and give all possible aid and assistance whenever required.

**Additional Grounds for Dismissal:** Theft of City property, Offenses involving moral turpitude, an employee is convicted of a felony, and falsification of application for employment or other personnel records, subject to the three-year limitation as provided herein.

## **ARTICLE XVIII WORK PERFORMED BY SUPERVISION**

Those persons included as supervision shall not perform tasks usually performed by members of the bargaining unit except where an emergency exists.

## **ARTICLE XIX SEVERABILITY**

If any of the provisions of this Contract are found to be illegal by a Court of Competent Jurisdiction or the State Labor Board, said illegal portion may be stricken and all other provisions shall remain in full force and effect.

## **ARTICLE XX AUTHORITY OF MANAGER**

Authority is hereby given to the City Manager to negotiate with the Association to implement the policies of this Contract in the various particulars as established, without prior or subsequent approval of the City Commission.

**ARTICLE XXI**  
**TERMINATION AND MODIFICATION**

This Agreement shall continue in full force and effect for three years from the date of execution hereof.

The City or the Association, at the times indicated, shall negotiate to modify this Contract to meet changing circumstances.

A modification may be accomplished by either party hereto on or after March 15, 1971 to June 15, 1971, and each year thereafter, during the term of this Agreement, at the times set forth and may negotiate a new contract from the 15th day of March immediately prior to the expiration of this Contract until a new contract is executed.

Negotiations will be conducted in accordance with the following timetable:

- a) Submission of Association's demands: March 15.
- b) Submission of City's answer: The following April 15.
- c) Negotiations to start 15 days after City's answer.
- d) Desired conclusion of negotiation: The following June 15.

This Contract ratified by vote of City Employees Association at a General Meeting held for such purpose on the 20th day of September, 1970, at the City of Bay City.

Glenn Madigan, President  
City Employees Association  
Jerry Moore, Vice President  
City Employees Association  
John C. Leaming Attorney  
for the Association

Approved and adopted by general resolution of the Bay City Commission at a formal meeting held in the City of Bay City on the 14th day of December, 1970, and certified and attested to by the City Clerk.

Henry A. Pominville, Mayor  
City of Bay City, Michigan  
Walter Wozniak, Jr., Clerk  
City of Bay City, Michigan

## APPENDIX A

### Department/Classification

#### Assessor

Assessor  
Deputy Assessor  
Assessment Clerk II

#### Attorney

Attorney  
Assistant Attorney  
Legal Secretary

#### Building Department

Director  
Assistant Director

#### Clerk

Clerk  
Deputy Clerk

#### Community Development

Director  
Secretary  
City Engineer  
Supt. of City Service Bldg.  
Supt. of Bridges  
Supt. of Parks  
Supt. of Streets  
Supt. of Cemetery  
Airport Manager  
Asst. Airport Manager  
Foremen  
Crew Leaders  
Timekeeper

#### Comptroller

Comptroller  
Deputy Comptroller

#### Manager

Manager  
Administrative Secretary  
Secretary  
Human Relations Director

#### Planning

Planning Director

#### Purchasing

Purchasing Clerk

#### Treasurer

Treasurer  
Deputy Treasurer

**Utilities**

Utilities Secretary  
Business Manager  
Public Relations Man

**Water**

Supt. of Water Purification & Pumping  
Water Plant Supervisor I & II  
Water Distribution Supervisor  
Water Distribution Foremen  
Water Distribution Leaders  
Water Plant Maintenance Supt.

**Waste Water**

Supt. of Waste Water Treatment Plant  
Waste Water Plant Maintenance Supt.