

6-30-74

City of Bay City

AGREEMENT  
BETWEEN  
CITY OF BAY CITY, MICHIGAN  
AND  
LOCAL 482  
UTILITY WORKERS UNION OF AMERICA, AFL-CIO

City Manager  
City Hall  
Bay City, Michigan 48706

Michigan State University  
LABOR AND INDUSTRIAL  
RELATIONS LIBRARY

## AGREEMENT

This agreement entered into this first day of July, 1972, between the CITY OF BAY CITY OF THE STATE OF MICHIGAN AND ITS POWER AND LIGHT DEPARTMENT, hereinafter referred to as "The Employer" and the UTILITY WORKERS UNION OF AMERICA, AFL-CIO, by and on behalf of its Local 482, a non-profit organization, hereinafter referred to as "The Union."

### ARTICLE I

#### PURPOSE AND INTENT

Section 1. The general purpose of this Agreement is to set forth terms and conditions of employment, and to promote orderly and peaceful labor relations for the mutual interest of the Employer, the employees, and the Union.

Section 2. The parties recognize that the interest of a community and the job security of the employees depend upon the Employer's success in establishing a proper service to the community. To these ends, the Employer and the Union encourage to the fullest degree, friendly and cooperative relations between the respective representatives at all levels and among all employees.

### ARTICLE II

#### RECOGNITION, EMPLOYEES COVERED, SCOPE OF CONTRACT

Section 1. In accordance with the provisions of Act 336 of the Public Acts of 1947 as amended, the Employer recognizes the Union as the exclusive Collective Bargaining Representative for those employees in the Power and Light Department, as more clearly defined in Case R70 F-199 State of Michigan Employment Relations Commission (election for which was conducted on July 7, 1970) for the purposes of Collective Bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment. The Bargaining Unit consists of all employees holding positions shown in Appendix A which excludes Supervisors and those persons who during the course of this contract become supervisors by promotion or otherwise, and all other employees not specifically included in Appendix A, as it now exists, or is changed in accordance with this Agreement.

Section 2. No persons employed by the Employer, nor applicants for City employment shall be discriminated against, because of race, creed, color or national origin. Active efforts shall be made to encourage applicants for City employment in all departments from racial, religious and nationality groups.

### ARTICLE III

#### AID TO OTHER UNIONS

Section 1. The Employer will not 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 purposes of undermining the Union and the City will make available to all employees of the Bargaining Unit, a copy of this Agreement, calling their attention to the fact that the Union has been recognized as the exclusive bargaining representative for all employees in the bargaining unit.

#### ARTICLE IV

##### UNION SECURITY AND CHECK OFF

Section 1. The Employer agrees that all employees, including regular part time, temporary and seasonal, covered by this agreement shall be members in good standing of the Union, and providing further that any employee hired after this date of the execution of the Agreement shall become members of the Union on the 31st day following the beginning of his employment - it being fully understood there shall be no discrimination as to wage rates for part time, temporary or seasonal employees - such employees being paid the minimum negotiated for the particular classification which such part time, temporary or seasonal employee fills.

Section 2. This Provision shall be a condition of employment and no employee shall be retained by the City unless he becomes a member and remains a member in good standing of the Union (It being understood that any employee's obligation to the Union occurs if he works at least one full week in a month - and an employee's initiation obligation should not be duplicative - should the same employee return year after year.)

Section 3. Upon receipt of a written authorization of payroll deduction of dues by the Employee, the Employer agrees to deduct Union Membership dues levied in accordance with the Union's bylaws from the pay of each employee authorizing said deduction. Said dues shall be deducted from the employees' pay at the end of the third week of every month during the term of this contract (Employees working less than three (3) weeks in a given month but more than one (1) week shall remit his dues to the Union in cash).

Section 4. After collection of such dues, the City shall remit all dues from the deductions of the employees pay check to the designated Treasurer of the Union within five (5) days of the time the deduction is made.

Section 5. The Union will initially notify the City as to the amount of dues to be deducted. Such notification will be certified to the City in writing over the signatures of the authorized officer or officers of the Union. Changes in the Union membership dues rate will be similarly certified to the City and shall be done at least one month in advance of the effective date of such change.

## ARTICLE V

### UNION BARGAINING COMMITTEE

Section 1. The Negotiating Committee of the Union will include not more than three employees of the Power and Light Department. It may also include non-employee representative of the National Union, which will at no time number more than two, and the Union will give to the City, in writing, the names of its-Employee-Representatives on the Negotiating Committee.

Section 2. There will be no discrimination against any employee because of his duties as a Union official, Steward of Committee Member.

Section 3. Employee members of the Negotiating Committee will be paid by the City for time spent in negotiating during normal work period 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 schedule hours which otherwise would have been worked by Committeemen.

## ARTICLE VI

### GRIEVANCE PROCEDURE

Section 1. An employee may present a grievance as follows:

- (A) Step 1. With the consent of his supervisor, an employee may talk for a period not to exceed 30 minutes with a union officer or directly with his Foreman during his shift concerning a grievance. The officer and/or Employee may then discuss the grievance with the Foreman in Charge. The Foreman, upon receiving a grievance in writing, shall have one day in which to submit his answer in writing.
  
- (B) Step 2. If a Grievance is not satisfactorily disposed of, the aggrieved employee, or the Union Negotiating Committee, shall submit it in written form to the Department Head. A meeting between the Department Head, the Union Committee, and the Employee shall be arranged within seven (7) days of receipt of the grievance by the Department Head. The Union representatives may meet for 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) work 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 Negotiating Committee 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 Negotiating Committee of the Union may meet for 30 minutes prior to this meeting. Anyone of the Negotiating Committee, designated by them, shall be allowed an adequate time, not to exceed one (1) day off with pay to investigate the nature of the grievance used to discuss with the City Manager or his representative. The answer of the City Manager must be filed within 10 days, normal work days, after the meeting.
- (D) If the answer of the City Manager is unsatisfactory to the Employee, and/or the Union, both parties agree to have an impartial arbitrator, a member of the American Arbitration Association review the case. In such a case, the decision of the Arbitrator shall be binding on both parties. The City and the Union agree to share equally the expense of arbitration, including the cost of the arbitrator.

## ARTICLE VII

### TIME LIMITATIONS FOR GRIEVANCE PROCEDURE

Section 1. The aggrieved employee may appeal the decision of the Foreman to his Department Head. The Aggrieved Employee or Union may further appeal the decision of the Department Head to the City Manager in writing. In relation to such procedure, all appeals must be made within five working days after the decision has been given. If no appeal is taken within the time limit, the employee and/or Union shall be deemed to have accepted the decision. Conversely, if an answer in writing is not presented to the Union within the prescribed time limit, then the matter shall be deemed to be settled in the Union's or Employee's favor provided that any individual employee, at any time, may present grievance during normal working hours to the City and have the grievance adjusted without intervention of the Union if the adjustment is not inconsistent with the terms of this Agreement, provided that the Union has been given opportunity to be present at such adjustment.

ARTICLE VIII

SENIORITY

Section 1. Seniority is hereby granted to all employees of the City within the Bargaining Unit except temporary employees, and seasonal employees. Temporary employees, for the purposes of this contract, are those who are employed by the City for the express purpose of handling some emergency, catastrophe or some other unusual occurrence, in which it is necessary to hire additional men for a short period of time. Such temporary employees shall not be hired for a period to exceed thirty days for each emergency or unusual condition. Seasonal employees are those persons hired by the City from April through November for the purposes of handling excess work or work caused by seasonal change.

Section 2. Seniority in the case of the regularly employed City worker, is to be determined on the basis of the employee's last date of hire, and shall not be affected by race, sex, martial status or dependents of the employee.

Section 3. There shall be no replacement of regularly employed workers by temporary employees or seasonal employees.

Section 4. All new employees shall be placed on a probationary period for six months. The probationary period shall be for the purpose of determining the ability of the employee to perform the functions required by the job classification and during such period he shall be subject to removal, subject to the condition that, at the request of the Union before the dismissal is consumated, the City shall review with a Union representative(s) and/or the employee the cause for dismissal.

ARTICLE IX

SENIORITY LIST

Section 1. At the date of execution of this contract, the City will furnish to the Union a seniority list that is up-to-date and 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 agreement. Said seniority list will be posted on bulletin boards provided by the City and the City will furnish the Union President the same list at the Union's request. If the seniority date posted is not contested by either party within 30 days, the said date of seniority is to be presumed conclusively correct (after posting).

ARTICLE X

LOSS OF SENIORITY

Section 1. An employee may loose his seniority for the following reasons only: (a) he voluntarily quits City employment; (b) he is discharged and

the discharge is not reversed through the Grievance procedure set forth in this agreement or by other provisions of this Agreement he is discharged and said discharge is not reversed; (c) if he retires.

## ARTICLE XI

### SENIORITIES OF UNION OFFICERS

Section 1. The President, Vice President, and Secretary-Treasurer of the Union shall have super seniority. That is to say, that in the event of a layoff, of any type, they are to be considered as the employees with the longest date of employment with the City.

## ARTICLE XII

### RECALL FROM LAYOFF

Section 1. Permanent employees to be recalled from layoff, shall be called on the basis of their seniority as hereinbefore provided, and the City shall notify them by Certified Mail, Return Requested of the recall. The Employee shall be allowed three 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, shall be presumed to have resigned and their names shall be removed from the seniority and preferred eligibility list. Any layoff of employees shall always be made by inverse order of their seniority within the Bargaining Unit, subject to ability to perform the duties of a position in which no one with less seniority is employed and in any event, no permanent employee shall be laid off from any position while any temporary employee, seasonal employee, relief roll employee or contractor doing work which in the absence of the contractor the employee would perform is employed in any of the classifications.

## ARTICLE XIII

### NOTICE OF LAYOFF

Section 1. The Department Head shall give written notice to the permanent employee and the Union on any proposed layoff 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.

## ARTICLE XIV

### TRANSFERS TO SUPERVISORY JOBS

Section 1. In case of promotions within the bargaining unit, to Supervisory and ineligible positions, such promoted employee shall carry his seniority for a period of six (6) months (during which time he continues his financial

obligation to the Union). During such six month period, he may return to his former classification without prejudice. However, once having completed six months in the Supervisory or ineligible position, his seniority in the Bargaining Unit ceases.

## ARTICLE XV

### PROMOTIONS

Section 1. Promotions within the bargaining unit shall be made on the basis of seniority and qualifications. Job Vacancies will be posted for a period of five (5) working days provided the City has at least two (2) weeks notice of a vacancy occurring, otherwise three working days, setting forth the retirement for the position on the bulletin boards on which the seniority list is posted. Employees who may be interested shall apply within the posting period, and said qualified employee shall be granted a six month trial period to determine his ability to perform the job. During the six month trial period, the employee may request to revert back to his former classification. If the employee is unsatisfactory in the new position, notice and reasons shall be submitted to the Union in writing by the City with a copy to the employee. The matter then may become a proper subject for the second step of the grievance procedure. However, in the event that the employee is returned, by virtue of this provision, said employee will be reinstated with the seniority that he had accumulated during the probationary period, and at all times during the trial period, the employee shall receive the rate of pay for the job he is performing. In the event the City fails to give an employee work to which his seniority and qualifications entitle him, and such work does exist, and a written notice of his claim is filed within 30 days of the time the City first failed to give him such work, the employee may file a grievance under the grievance procedure.

## ARTICLE XVI

### VETERANS

Section 1. 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 90 days of the date of such discharge or 90 days after hospitalization continuing after discharge. A probationary employee, who enters the Armed Forces, must complete his probationary period and upon completing it, will have seniority equal to that time he spent in the Armed Forces.



Section 2. Employees who are reinstated in accordance with the Universal Military Training Act, as amended, and other applicable laws and regulations may be granted leaves of absence for a period not to exceed a period equal to their seniority in order to obtain schooling full time under applicable Federal laws in effect on the date of this Agreement. Employees who are in some branch of the Armed Forces Reserve or National Guard will be paid the difference between their Reserve pay and their regular pay with the City when they are on full time active duty in the Reserves or National Guard, provided Proof of Service and pay is submitted. A maximum of two (2) weeks per year is a normal limit except the City may extend this limit in proper cases.

## ARTICLE XVII

### SHIFT PREFERENCE

Section 1. Shift preference will be granted on the basis of seniority within the Department. A transfer to the desired shift will be effected within two weeks following the end of the current pay period within which the written request is made. Mutual time exchanges, between qualified employees, may be made, within the same payroll period, for the convenience of employees, and so long as no overtime is engendered thereby subject to prior notification of immediate supervisor.

## ARTICLE XVIII

### SICK LEAVE

Section 1. Sick leave for each permanent employee of the City shall be one 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 eleven 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 200 days. Any employee who is on sick leave shall be entitled to all fringe benefits as if they are working.

Section 2. 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 one half of accumulation, with a maximum of 75 days of his unused sick leave at the time of death or retirement.

Section 3. At the end of each calendar year, where an employee has earned the maximum accumulated sick leave hereunder, he will receive an additional three days of sick leave which is to be construed as a bonus so that if an

employee has, for example, 12 days of unused sick leave as of December 31, he will automatically receive an additional three days making a total of 15 days sick leave.

Section 4. 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.

Section 5. 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 sick 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 home, such employee shall furnish a doctor's certificate or 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 subject to discipline.

Section 6. Sick leave will be accumulative to 150 days, with one half payment upon retirement or death.

Section 7. An employee may use up to a maximum of five days of his Sick Leave bank, per calendar year, in case of illness in his family, parents, spouse and/or children living at home.

## ARTICLE XIX

### WORK CLASSIFICATIONS

Section 1. The parties hereto, will set up classifications and Job Descriptions for each and these shall become part of this Agreement. Such Job Descriptions will illustrate the duties and work performed by the employees and thus establish reasonable work jurisdictions and criteria for job evaluations, this shall be completed within 60 days.

## ARTICLE XX

### BLUE CROSS AND BLUE SHIELD

Section 1. Employer will furnish full paid Blue Cross and Blue Shield M.V.F. Plan II to all employees, and their dependents, covered by this contract. Any rate increases after this date will be paid for by the employer. (Effective date of change, May 11, 1973)

## ARTICLE XXI

### WORKMEN'S COMPENSATION

Section 1. The City will provide fully paid Workmen's Compensation; the City will also supplement, without charging same to Sick Leave, the amount provided by Law up to and including the employee's 40 hour straight time base weekly rate. 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

Section 1a. It is agreed that the outcome of the arbitration case between the City and its CEA, involving indefinite full-paid workmen's compensation, will be accepted by Local 482, UWUA.

## ARTICLE XXII

### HOLIDAYS

Section 1. The following shall be paid holidays for all employees covered by this agreement: New Year's Day, Decoration Day, Fourth of July, Labor Day, Thanksgiving, Christmas, and General Election days, not to include Primary, Special, or similar elections.

Section 2. In addition to these days, if Christmas or New Years Day falls on a Sunday, the employees shall receive the following Monday as a paid holiday. If Christmas or New Year's falls on Tuesday, Wednesday, Thursday, Friday, or Saturday, the employees shall receive, as a holiday, on half day immediately preceding said regular holiday.

Section 3. Good Friday shall also be considered a holiday.

Section 4. For regularly assigned shifts, holiday compensation shall include holiday pay plus straight time for hours worked up to eight (8) hours. For emergency or non-scheduled work on holidays, compensation shall be double time for hours worked plus holiday pay.

Section 5. Regularly scheduled "shift" employees shall receive double time plus straight time when scheduled to work on, Christmas, New Year's and Thanksgiving.

## ARTICLE XXIII

### PERSONAL HOLIDAYS

Section 1. The employees will be entitled to certain personal holidays. That is to say, they will be entitled to the day on which Lincoln's birthday, Washington's birthday falls and Veterans Day, also one additional personal holiday, in lieu of 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 therefore. 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 with vacations. 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 any additional day or 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 accumulative. An employee on formal unpaid leave of absence or layoff (removed from payroll) shall not receive holiday pay during such leave. An employee who has not used such PERSONAL HOLIDAYS and is at work or absent with pay in the last two pay periods of that year, shall be paid an allowance in lieu of the paid PERSONAL HOLIDAY, one or more depending upon how many are unused. Such allowance will be paid on the employee's last pay day in that year. The rate of any pay used to calculate the allowance will be the employee's regular straight-time rate.

## ARTICLE XXIV

### VACATIONS

Section 1. Each permanent employee shall be allowed vacation leave with pay as follows:

Section 2. Each employee shall be entitled to twelve days (12) vacation per year up to ten (10) years of service. Employees who have completed ten (10) years of service shall on the beginning of the next calendar year immediately following the anniversary date on which they completed ten (10) years of service shall be granted one (1) additional day per year for every additional year of service, not, however, to exceed five (5) additional days. Employees who have completed twenty (20) years of service shall be entitled to an additional three (3) days vacation making a current vacation maximum of twenty (20) days for those employees.

Section 3. In the event of unusual circumstance and, where possible, advance request is made, unused vacation time may be carried over into the next fiscal year upon approval by the city manager.

Section 4. When, during an employee's vacation a holiday falls, the employee shall get credit for the Holiday, either by an extra day's vacation or 8 hours extra pay at his regular straight time rate, as an option. Vacation schedules shall be set up with particular regard to seniority of the employees and in accordance with operating requirements of the Department in which the employee works, and with a written total plan by the employees.

Section 5. 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, 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, subject to the exceptions listed. 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. At the time an employee dies during the calendar year under consideration, his next of kin will be paid an allowance for any unused portion of the vacation to which he would be entitled if he were working.

Section 6. If a regular pay day 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 weeks before leaving if he desires to receive it in advance.

ARTICLE XXV

UNION REPRESENTATION

Section 1. To service this contract, and in all negotiations, changes, meetings, and grievances where applicable, the President, Vice President, and Secretary-Treasurer of the Union shall meet with the Management or whatever portion of them which they themselves shall decide; plus one National Union Representative when deemed necessary; the highest authority being the President, and in his absence, then the Vice President.

ARTICLE XXVI

DISCHARGE AND DISCIPLINE INVOLVING TIME OFF

Section 1. The City agrees upon discharge or discipline of an Employee, to notify, in writing, (a) The President of the Union; (b) in his absence, then, the Vice President and (c) in the absence of both, the Secretary-Treasurer. The discharged or disciplined employee will be allowed to discuss his discharge or discipline with the Union Negotiating Committee and the Department Head will make available in area where he may do so before he is required to leave the property.

Section 2. In any event, discharge and/or disciplinary action must be for just cause which can be tested in grievance machinery and arbitration. In imposing any discipline on a current charge, the City will not take into account any prior infractions or departmental rules or regulations which occurred more than three years previously, nor will the City impose discipline on an employee for falsification of his Employment Application after a period of three years from his date of hire.

ARTICLE XXVII

OVERTIME HOURS

Section 1. All prescheduled overtime hours shall be equalized as equitably as possible and distributed between the employees in the Department - and to the classifications which normally attach to such work. It shall be the responsibility of the Department Head to assign overtime on this basis to the employee in his Department and the City Manager shall see that a system is set up to fairly enforce this provision by use of a posting showing the amount of overtime worked.

ARTICLE XXVIII

SCHOLASTIC RECORD

Section 1. All present employees of the Light Department will not be discriminated against merely because he does not have a high school or GED certificate and shall not be limited to any one position, but shall be considered for any position on the basis of his seniority and ability to perform the job.

ARTICLE XXIX

EXTENDED LEAVE

Section 1. 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, the employee's seniority date shall not accumulate beyond his last day 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.

ARTICLE XXX

PUBLIC OFFICE

Section 1. Employees may have time off to perform certain duties required by the holding of a public office or to engage in charitable activities with approval of the City Manager.

Section 2. A Safety Committee of the Union and City Representatives is hereby established. The Committee shall consist of Union Representation and designated City officials which may meet monthly on request of either party, but shall in any event meet quarterly. The meetings are to be conducted during regular work hours, for the purpose of improving safety and to recommend certain improvements to the department head and to the City Manager and on approval may become part of this contract.

Section 3. In the interest of Safety, the City shall furnish necessary safety and protective equipment, including but not limited to, safety glasses, hard hats, gas masks, and safety shoes where necessary.

Section 4. The Safety Committee so composed shall review each industrial and vehicular accident. If the Department imposes penalties or punishment in connection with an industrial and/or vehicular accident, its decision shall be subject to review in accordance with the established grievance

procedure hereunder. Any employee, being investigated or interviewed in connection with an industrial and/or vehicular accident, is entitled to union representation at such a hearing.

ARTICLE XXXI

RETIREMENT AND PENSIONS

Section 1. The pension plan as now provided by State Law and as agreed upon by the City and the Union shall remain in full force and effect. The City will provide full paid Blue Cross - Blue Shield insurance payment for retirees.

ARTICLE XXXII

MAINTENANCE OF STANDARDS

Section 1. The City agrees to maintain all conditions of employment that are specifically accorded to the employees or are awarded to them by practice and custom where said conditions relating to vacations, wages, hours, and conditions of employment are now in effect by rule or custom in practice except where said conditions are improved by this contract and, in such event, this contract will govern.

ARTICLE XXXIII

SEVERABILITY

Section 1. If any of the provisions or sections 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 XXXIV

OVERTIME MEALS

Section 1. When an employee reports for work within two hours after having been released for the day and he has not had his regular meal, he shall be furnished a meal at City expense. When an employee is required to report for work two or more hours immediately preceding his regular starting time or to continue working for two hours after his regular quitting time, he shall be furnished a meal at the City expense. Employees will be furnished with additional meals after the first meal furnished by the City at intervals of five hours. When employees are called out to work after being released for the day or called out on an "off duty" day, they shall be furnished meals at city expense at intervals of five hours each until they

are released from duty. When an employee is required to work away from his headquarters out of town and has not been notified before the end of the previous day, he shall be provided with a meal at City expense. When a meal is to be furnished by the City, time away from the job for the purpose of obtaining and eating such meals will be paid for by the City but limited to 30 minutes. In any of these events, the employee may have the option of accepting a meal allowance of \$2.25 in place of such meal.

ARTICLE XXXV

WORK LIMITATIONS

Section 1. No supervisor or other employee outside of the bargaining unit shall perform any of the duties regularly and customarily performed by employees covered by this Agreement except when necessary in order to protect life, limb or property, or to instruct or train other employees or in emergencies in order to maintain adequate and uninterrupted service to the public.

ARTICLE XXXVI

ACCIDENTAL DEATH DISMEMBERMENT INSURANCE

Section 1. They City will provide at no cost to the employee, an accidental death and dismemberment insurance in the amount of \$5,000.

ARTICLE XXXVII

FUNERAL LEAVE

Section 1. Members shall be allowed three 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 member occurs outside Michigan, 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.

ARTICLE XXXVIII

STAND BY PAY

Section 1. When an employee agrees to hold himself available for special calls outside his regular scheduled working hours by remaining at his place of abode or elsewhere and leaving word with a person designated by the City as to where he may be reached, he shall be paid two hours pay per day during his workweek and three hours pay per day on Saturday, Sunday and holidays, for making himself available. In case an employee is called out,



he shall be paid, in addition to the on-call allowance, a minimum of 1½ hours pay at the applicable overtime rate for each such call. If, however, he is dispatched to more than one job before being released from each such call, no extra time will be allowed on that account.

ARTICLE XXXIX

REST PERIODS

Section 1. All employees working an eight hour duty shift shall be entitled to two 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 15 minutes per period. Field employees rest periods are to be regulated (except that there shall be two periods of fifteen minutes each) by their Foreman. In the case of those employees who by the nature of their job are inclined to become grimy, they shall be allowed a wash period not less than 10 minutes before lunch and a wash period not to exceed 15 minutes before their quitting time.

ARTICLE XL

JURY DUTY AND WITNESSES

Section 1. 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.

ARTICLE XLI

PREMIUM PAYS

Section 1. The regular daily work period shall consist of eight consecutive working hours, excluding the time taken out for meals, and the work week shall consist of five daily scheduled work periods in seven consecutive days. It is agreed that the normal lunch period may be shifted by one hour in either direction in order to allow certain work to be performed which, due to circumstances, cannot conveniently be done during the regularly established working hours, but if the City does not shift such lunch periods, any work done during the employee's regular lunch period will be paid for at the applicable overtime rate.

Section 2. Any work done outside the scheduled working hours provided shall be considered overtime work. The rate of pay for overtime work during the work week and on an employee's first off-duty shall be time and one half. The rate of pay for overtime work on an employee's second off duty day in the work week shall be double time. Overtime pay shall not be accumulated upon more than one basis.

Section 3. When an employee is called out, he shall be paid a minimum of one and one half (1½) hours pay at the applicable overtime rate for each such call.

## ARTICLE XLII

### SHIFT PREMIUM

Section 1. In addition to their regular straight time, hourly pay employees will be paid a shift differential of twelve cents (.12) per hour on the evening shift and eighteen cents (.18) on the night shift. For Custodian-Dispatcher, the shift differential will be seventeen cents (.17) and twenty-five cents (.25) for second and third shifts respectively.

Section 2. The normal hours for city employees are eight (8) hours to be set between the hours of 7 a.m. and 5 p.m. Employees who are scheduled to begin their shift after 12 noon will be considered to be on the afternoon shift. Employees scheduled to begin their shift after 6 p.m. will be considered to be on the night shift. The premium pay for such night differential shall not be paid in addition to overtime rates and does not apply to daytime workers who run into overtime.

## ARTICLE XLIII

### WORK CLOTHES

Section 1. The City will supply five sets of work clothes uniforms, which consist of five (5) shirts, five (5) pants and one (1) jacket -- employee maintains same. Normal replacement will be made due to wear and tear, plus two (2) additional uniforms per year, City will launder the uniforms.

## ARTICLE XLIV

### LAYOFF BENEFITS

Section 1. Although the City may find it necessary to release some employees on account of lack of work from time to time, it is not expected that there will be any extensive reduction of the size of the work force during the term of this Agreement. Any regular full time employee who has completed one or more years of service, released for lack of work, shall be paid one week's regular straight time pay for each year of continuous service. Should an employee accept Layoff benefits he is not guaranteed recall rights; should an employee decline to accept such a benefit, he will be placed on 'recall' but he can apply for Layoff Benefits within two years from the date of his layoff and therefore change status.

ARTICLE XLV

THE JOB EVALUATION PLAN

Section 1. A Job Evaluation plan will be adopted by the parties and remain in effect for the duration of this agreement. Should the City contemplate changes in a job, or a merger of jobs, the City will advise the Union of such changes at least 30 days prior to the proposed date of change and enter into negotiations in an attempt to reach agreement on such changes. Failing to reach agreement, either of the parties may submit the matter to arbitration and the Arbitration Procedure, as hereinbefore described shall be used, the arbitrator's decision being final and binding as to whether the changes may be placed into effect. In such an arbitration, the arbitrator may rule on other adverse effects, if any, which may occur as the result of such a change.

ARTICLE XLVI

GENERAL WORKING CONDITIONS

Section 1. The City will not require electric line or electric underground crews to work on overhead lines or equipment during adverse weather unless such work is required to protect life or property, or to maintain service to the public. In the event of disagreement between supervision and union representative as to whether prevailing conditions constitute a hazard to the safety or health of employees, the division head's decision will be final.

Section 2. Any employee who works over sixteen hours in a twenty-four hour period, after the sixteen hours will be paid double time. Whenever possible, the employee will be released for a seven hour period before he is required to report for his next regular daily work period.

Section 3. No employee will be required to take time off without pay during his regular daily work period for overtime worked or to be worked.

Section 4. When less than a full day's work is scheduled without prior notice and the amount of time worked extends beyond the regular lunch period, or when the employees are called out one or more hours before their regular starting time, a meal will be furnished at City expense. Should the work continue on two hours beyond the normal eight-hour period, an additional meal will be furnished at city expense.

Section 5. Also, Article XXXIV of present contract to read: "One hour before starting time and two hours after quitting time."

Section 6. 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.

SALARIES AND WAGES

Section 1. Salary and wage rates shall be adjusted the first full pay after July 1, 1972 and semi-annually thereafter to reflect the changes in the 1967 Consumers Price Index for all items, as established by the U. S. Department of Labor, determined by one cent (\$.01) per hour per year for each change of .4 in the Consumer Prize Index for the six-month period ending with the preceding May or November, and to continue for duration of this contract.

Section 2. Effective July 6, 1972, a four per cent increase in wages will be granted to all members of the bargaining unit, for fiscal year 1972-73. Effective July 5, 1973, a four per cent wage increase will be granted to all members of the bargaining unit for fiscal year 1973-74.

ARTICLE XLVIII

AUTHORITY OF MANAGEMENT

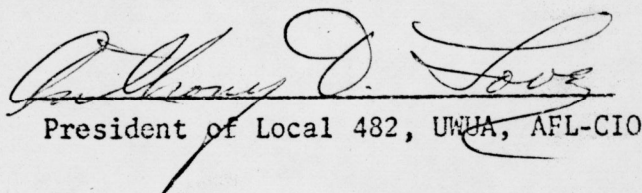
Section 1. Authority is hereby given to the City Manager to negotiated with the Union to implement the policies of this contract in the various particulars as established without prior or subsequent approval of the City Commission.

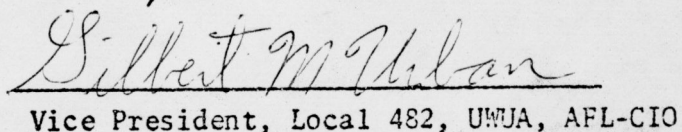
ARTICLE XLIX

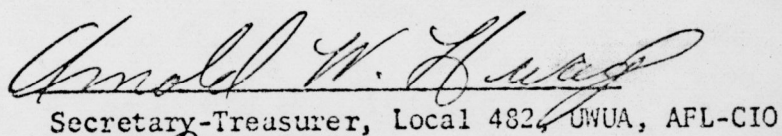
TERMINATION AND MODIFICATION

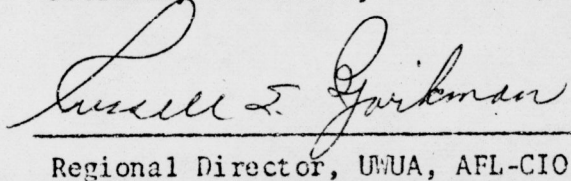
Section 1. The agreement shall remain in full force and effect from July 1, 1972. The agreement shall continue in full force and effect until June 30, 1974, and shall continue in effect from year to year thereafter unless either party hereto shall give the other party at least 90 calendar days written notice by registered mail before the end of the term of this agreement or before the end of any annual period thereafter of its desire to terminate the same or change or amend any of its provisions.

Section 2. This contract ratified by vote of Local 482, Utility Workers Union of America, AFL-CIO, at a General Meeting held for such purpose in accordance with its bylaws on 15<sup>th</sup> day of March, 1972. ~~1973.~~

  
President of Local 482, UWUA, AFL-CIO

  
Vice President, Local 482, UWUA, AFL-CIO

  
Secretary-Treasurer, Local 482, UWUA, AFL-CIO

  
Regional Director, UWUA, AFL-CIO

Approved and adopted by General Resolution of the Bay City Commissioners at a formal meeting held in the City of Bay City on the 19<sup>th</sup> day of March, 1973, and certified and attested to by the City Clerk.

Michael J. Campbell  
Mayor of the City of Bay City

Walter W. Quinn Jr  
Clerk of the City of Bay City

APPROVED AS TO SUBSTANCE:

APPROVED AS TO FORM:

E. J. Edmund  
City Manager

Joseph J. Favazza  
City Attorney

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