

6/30/93

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COLLECTIVE BARGAINING AGREEMENT

Between

CITY OF BAY CITY, MICHIGAN

and

U.W.U.A. LOCAL #482

Bay City

LABOR AND INDUSTRIAL
RELATIONS DEPARTMENT
MICHIGAN STATE UNIVERSITY

JULY 1, 1990 - JUNE 30, 1993

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COLLECTIVE BARGAINING AGREEMENT

1990 - 1993

This Agreement is entered into this 1st day of July between the City of Bay City, Michigan, hereinafter referred to as the "City" and the Utility Workers Union of America AFL-CIO, by and behalf of its Local #482, a non-profit organization, hereinafter referred to as the "Union".

ARTICLE 1

PURPOSE AND INTENT/GENDER

Section 1 - Purpose and Intent

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

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

Section 2 - Gender

The use of the "male gender" shall automatically include the female gender in all instances.

ARTICLE 2

RECOGNITION, EMPLOYEES COVERED, SCOPE OF CONTRACT

Section 1 - Recognition

In accordance with the provision of Act 336 of the Public Acts of 1947, as amended, the City recognized the Union as the exclusive collective bargaining representative for those employees in the Electric Department, as more clearly defined in Case R70 F-199 State of Michigan Employment Relations Commission (election for which was conducted on 7/7/70) 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 in the Electric Department, except those listed below:

Dir. of Electric Utilities	Metering Supervisor
Asst. Dir. of Electric Utilities	Line Foreman
Operations Supervisor	Stockroom/Bldg. Maint. Frm.
Operations Supt., Div. A, B & C	Senior Secretary
Public Relations Coordinator	Clerk Typist

Section 2 - Employees Covered

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

ARTICLE 3 SEVERABILITY

If any of the provisions or sections of this contract are found to be illegal by a court of competent jurisdiction or State or Federal law, said illegal portion may be stricken and all other provisions shall remain in full force and effect.

ARTICLE 4 PAST PRACTICE

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

ARTICLE 5 AID TO OTHER UNIONS

The City 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 6 WORK LIMITATIONS

No supervisor or other employee outside 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; or when regular employees are not available for overtime; or a shortage of employees exists because of an excessive number of employees off on vacation and/or sick leave.

ARTICLE 7 TRANSFER TO SUPERVISOR JOBS

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 (6) month period, he may return to his former classification without prejudice. However, once having completed six (6) months in the supervisory or ineligible position, his seniority in the Bargaining Unit ceases.

ARTICLE 8
UNION SECURITY AND CHECK OFF

Section 1 - Union Security

The City 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 employees hired after the date of 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 employees will not be entitled to any fringe benefits.

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 (1) full week in a month, and an employee's initiation obligation should not be duplicative should the same employee return year after year.

Section 2 - Deduction of Dues

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

- a. Each employee who desires to have such dues, assessments and/or initiation fees deducted from his earnings shall execute the "Authorization for Payroll Deduction" form.
- b. The City shall place such deduction(s) in effect at the next pay period of the month following receipt of same and continue in accordance with the terms and conditions set forth in the authorization.
- c. The City shall transmit such deduction, together with a list of the employees paying same, to the treasurer of the Union designated in writing by the Union, and shall do so within ten (10) days after the deductions have been made. The Union will indemnify, defend and hold the City harmless against any claims made and against any suit instituted against the City on account of any check-off of Union dues.

Section 3 - Check Off

Upon receipt of a written authorization of payroll deduction of dues by the employee, the City agrees to deduct Union membership dues levied in accordance with the Union's bylaws from the pay of each employee authorizing such deduction. Said dues shall be deducted from the employee's pay at the end of the first full pay period every month during the term of this contract (employees working less than three weeks in a given month, but more than one week, shall remit his dues to the Union in cash).

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 rates will be similarly certified to the City and shall be done at least one (1) month in advance of the effective date of such change.

After collection of such dues, the City shall remit all dues from the deductions of the employees' pay checks to the designate treasurer of the Union within five (5) days of the time the deduction is made.

ARTICLE 9 SENIORITY

Section 1 - Seniority

Seniority is hereby granted to all employees of the City within the Bargaining Unit except temporary employees and seasonal employees. Temporary employees, for the purpose of this Agreement, are those who are employed by the City for the express purpose of handling some emergency, catastrophe or some unusual occurrence, in which it is necessary to hire additional men for a short period of time. Such temporary employee shall not be hired for a period to exceed thirty (30) days for each emergency or unusual condition, except by mutual agreement of the City and the Union. Seasonal employees are those persons hired by the City from April through November for the purpose of handling excess work caused by seasonal change.

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

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

Section 2 - Seniority List

At the date of execution of this Agreement, 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 a the Union's request. If the seniority date posted is not contested by either party within thirty (30) days, the said date of seniority is to be presumed conclusively correct (after posting).

Where two (2) or more employees have the same date of hire, those individuals are to be identified numerically as to which is hired first so that there is no question as to their position on the seniority list.

Section 3 - Loss of Seniority

There will be no loss of seniority except for retirement, leave of absence for personal reasons or termination that is justified.

Section 4 - Super Seniority

The president, vice-president and secretary/treasurer of the Union shall have super seniority, provided they have the necessary skills and ability to perform the work. 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 10 SHIFT PREFERENCE

Shift preference will be granted to an employee within his classification on the basis of seniority within the department. A transfer to the desired shift will be affected within two (2) 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 11 LAYOFF AND RECALL

Section 1 - Layoff

Any layoff of employees shall always be made by inverse order of their seniority within the Bargaining Unit, provided that the remaining employees are qualified and able to perform the available work. Ability to perform the work shall mean that qualified employees are able to do the work required within a reasonable period of time. In any event, no permanent employee shall be laid off from any position while any temporary employees, seasonal employees, relief roll employees or contractor, not under contract, is employed. However, the contractor under contract for a specific project shall not be affected during the term of said project.

Section 2 - Notice of Layoff

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 five (5) work days before the effective date thereof.

Section 3 - Layoff Benefits

Any regular full-time employee who has completed one (1) or more years of service, who is released for lack of work, shall be paid one (1) week's regular straight time pay for each year of continuous service. Should an employee accept layoff benefits, his employment shall be considered terminated. Should an employee decline to accept such a benefit, he will be placed on "recall" but he can apply for layoff benefits within two (2) years from the date of his layoff, and therefore, change status.

Section 4 - Recall

Permanent employees to be recalled from layoff shall be called on the basis of their seniority, as hereinafter provided, and the City shall notify them by certified mail, return receipt requested of the recall.

The employee shall be allowed three (3) working 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 report 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.

ARTICLE 12 NEW HIRE PROBATION

All new employees shall be placed on a probationary period for six (6) 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 consummated, the City shall review with a Union representative(s) and/or the employee, the cause for dismissal.

ARTICLE 13 DISCHARGE AND DISCIPLINE INVOLVING TIME OFF

Section 1 - Discharge/Discipline Notification

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 Negotiation Committee if readily available, and if not readily available, then with any Committee members who may be readily available.

Section 2 - Discharge/Discipline - Prior Infraction

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 of departmental rules or regulations which occurred more than three (3) years previously, nor will the City impose discipline on an employee for falsification of his employment application after a period of three (3) years from the date of hire.

Section 3 - Personnel Review Board

A Personnel Review Board, consisting of the city manager or his delegate, the department head or his delegate, and one (1) Non-union City employee appointed by the city manager, plus three (3) members of the U.W.U.A. Bargaining Unit shall be formed once each year during the month of January.

On written request of an employee to the department head, the Personnel Review Board shall review all matters involving complaints or infraction of rules in the employee's file, where it was determined that charges would not be preferred nor a penalty assessed, but a written record of such complaint or infraction was made part of the employee's personnel file. If such request for record review is made by one of the members of the Personnel Review Board, a substitute will be selected to act on the Board.

If the Personnel Review Board determines there is no present or future need for such a record and such record is at least one (1) year old, it may, by majority vote, purge any such record from the employee's personnel file and order it destroyed.

ARTICLE 14
UNION BARGAINING COMMITTEE

Section 1 - Negotiating Committee

The Negotiating Committee of the Union will include not more than three (3) employees of Local #482. It may also include non-employee representatives of the National Union, which will at no time number more than two (2), and the Union will give to the City, in writing, the names of its employee representatives on the Negotiating Committee.

Section 2 - Negotiating Committee/Wages

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 scheduled hours which otherwise would have been worked by committeemen.

Section 3 - Union Officers/Discrimination

There will be no discrimination against any employee because of his duties as a Union official, steward or committee member.

Section 4 - Union Representation

To service this Agreement for changes, meetings and grievances other than negotiations where applicable, any two (2) of the following three (3) officers: president, vice-president and secretary/treasurer of the Union shall meet with 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, the vice-president.

ARTICLE 15
GRIEVANCE PROCEDURE

Section 1 - Grievance Procedure

A grievance is defined as an alleged violation of a specific article or section of this Agreement. An employee may present a grievance during normal working hours. Any grievance filed shall refer to the provision or provisions alleged to have been violated and shall adequately set forth the facts pertaining to the alleged violation. An employee shall present a grievance as defined in Steps 1-4.

It is understood that when time away from the job is necessary to present or pursue a grievance, an employee or union officer must first receive permission from his immediate supervisor before any meeting is called or grievance is drawn up on city time, and the immediate supervisor will allow this time at the first practical opportunity.

- A. Step 1 - An employee (through the Union) or the Union on behalf of one (1) or more employees or on its own behalf, shall initiate a grievance by submitting such grievance in writing to the supervisor involved within ten (10) working days after the occurrence or omission giving rise to grievance or the grievance shall be considered dropped. The supervisor shall reply in writing within five (5) working days thereafter. If no reply is received within the prescribed time limit, the matter is automatically settled in the Union's or employee's favor.
- B. Step 2 - If the grievance is not satisfactorily disposed of, the aggrieved employee shall submit it in written form to the department head within ten (10) working days following the reply of the supervisor. A meeting between the department head and the Union shall be arranged within seven (7) working days unless mutually extended on the part of either party. If no reply is received within the prescribed time limit, the matter is automatically settled in the Union's or employee's favor.
- 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 and/or his designated representative. The representative of the Union shall meet with the city manager and/or his designated representative within ten (10) working days of the presentation of his appeal, unless mutually extended on the part of either party. The answer of the city manager must be filed within ten (10) normal working days after the meeting.
- D. Step 4 - If the grievance is not satisfactorily adjusted in the last preceding step within the time provided, unless mutually extended, either party may, within thirty (30) days in writing, request arbitration or the grievance shall be considered dropped. The other party shall be obligated to proceed with arbitration in the manner hereinafter provided. If the parties cannot agree upon an arbitrator within seven (7) days of notice for arbitration, the party requesting the arbitration shall promptly file a demand for arbitration with the American Arbitration Association or Federal Mediation Conciliation Service. The arbitrator shall have the authority and jurisdiction to determine the propriety of the interpretation and/or application of the Collective Bargaining Agreement respecting the grievance in question, but he shall not have the power to alter or modify the terms of this Agreement. The City and the Union agree to share equally the expense of the Arbitrator.

ARTICLE 16
PROMOTIONS

Section 1 - Promotions

Promotions within the Bargaining Unit shall be made on the basis of seniority and qualifications.

No employee of the Electric Department will 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.

Job vacancies will be posted for a period of five (5) working days, providing the City has at least two (2) weeks notice of 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. The City will make every effort to fill a posted position within thirty (30) days.

Employees who may be interested shall apply within the posting period and said qualified employee shall be granted a six (6) month trial period to determine his ability to perform the job. During the six (6) 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 entitled him and such work does exist and a written notice of his claim is filed within thirty (30) days of the time the City first failed to give him such work, the employee may file a grievance under the grievance procedure.

Section 2 - Promotions/Temporary

Any existing job classification, new job classification, temporary job assignment or any other job assignment on a temporary basis shall not last more than six (6) months in a calendar year by one (1) or several employees.

Should a classification or assignment go beyond six (6) months, the job classification will become a permanent position in the Bargaining Unit, and will be posted and filled within a thirty (30) day period. It will be the responsibility of department management to keep track of these days and to notify the Union when the time period is up.

ARTICLE 17
SICK LEAVE

Section 1 - Sick Leave

Sick leave for each permanent employee shall be one (1) day with pay, for each month of service, except that probationary employees shall accrue no sick time. For the purpose of this section, a month of service is complete when the employee has worked ten (10) days in any one (1) month.

Any permanent employee who renders part-time services shall be entitled to sick leave pro-rated for the time actually worked at the same rate as that granted full-time employees.

There will be no limit to the amount of unused sick leave that may be accumulated. Any employee who is on sick leave shall be entitled to all fringe benefits as if they are working.

Employees absent from work on legal holiday, during paid vacation 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.

Section 2 - Sick Leave Bonus Days/Quarterly

In addition to the twelve (12) days which an employee may accumulate per annum, a bonus of one (1) sick leave day will be added every three (3) months where the employee does not use any accumulated sick leave in the time periods in a calendar year as follows: January 1 through March 31; April 1 through June 30; July 1 through September 30; and October 1 through December 31.

Section 3 - Sick Leave/Verification

Sick leaves of absence for a part of a day shall be charged proportionately, in units of not less than one (1) hour.

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 at 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 4 - Sick Leave/Family

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

Section 5 - Sick Leave/Doctor Visits

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

Section 6 - Sick Leave/Retirement

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

However, if an employee retires with one hundred (100) or more days of unused sick leave credit, he shall receive compensation in a sum equivalent to one-half (1/2) of his accumulated sick leave credits within thirty (30) days, such payment to be based upon one-half (1/2) of a maximum of two hundred (200) days at his prevailing hourly rate according to his classification plus an additional twenty (20) days for each full year of employment beyond twenty-five years. In no event shall an employee be compensated for more than two hundred (200) days.

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

Section 7 - Sick Leave/Workers' Compensation

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

ARTICLE 18
WORKERS' COMPENSATION

The City will provide fully paid Workers' Compensation insurance. The City will supplement Workers' Compensation payments for disability due to a work-related injury upon condition that any compensation checks applicable are returned to the City at eighty percent (80%) of pay.

Supplemental payments by the City to the employee for purposes of this section will be based on the employee's forty (40) hour straight time base weekly rate.

For the first six (6) months an employee is disabled under Workers' Compensation, the employee shall continue to accumulate vacation leave, sick leave, and all other fringe benefits which are normally credited to the employee. Hospitalization coverage will continue after said six (6) month period.

ARTICLE 19
PHYSICAL EXAMS

Section 1 - Physical Exams

Effective 7/1/91, employees shall be required to take a physical examination bi-annually from the City physician or other health care provider at the direction and expense of the City.

The scope of the physical examination shall be determined by the City, but shall include items such as: basic physical exam, Chem 24 blood evaluation and choice of either chest x-ray or pulmonary function as recommended by the City physician.

Section 2 - Physical Exams/Failure

In the event an employee is unable to pass the physical examination, the City will make every effort to place the employee in an appropriate job, with due emphasis placed upon length of service, rate of pay and classification.

An employee who has completed twenty (20) or more years of continuous service and, in the opinion of the employer's physician, is unable to perform the regular duties due to the physical condition or impairment, will be assigned to a job classification and work that the employee is able to perform.

If assigned to a lower rated job, the previous rate of pay shall not be reduced if the employee has completed twenty (20) or more years of service. No further wage increases will be granted such employee so long as he is paid more than the maximum rate for the job title in which he is placed.

If there is no classification within the Electric Department for which the employee's physical condition will allow, the City will make every effort to place the employee in a position elsewhere in the City.

If the employee does not agree with the physician's opinion, he may seek a second opinion at his own expense. If there is a conflict between the City and the employee's physicians, an impartial third opinion may be obtained. The expense of the third opinion will be borne by the City when found to be in agreement with the second opinion, but will be borne by the employee when found to be in agreement with the first opinion.

Section 3 - Alcohol/Drug Detection

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

ARTICLE 20
GENERAL LEAVES OF ABSENCE

Section 1 - Leave of Absence Without Pay

Leaves of absence without pay or fringe benefits may be granted when recommended by the department head and approved by the city manager for periods of up to ninety (90) days. On review, such leaves may be extended for good and valid reason if consistent with the best interest of the department.

Such leaves may be granted for illness of an employee without accumulated sick leave, illness within the immediate family of the employee, and other good and valid reasons, verified to the satisfaction of the department.

A leave of absence shall not be granted to an employee receiving social security or a pension, merely to stay within the minimum earning requirements thereof.

Section 2 - Report of Absence

Employees, whenever possible, will notify their supervisor in advance when they are going to be absent for any reason. If advance notice is not possible, the employee will notify the City's designated person one (1) hour before the start of his shift.

At the present time, and until further notice, the designated person will be the City's answering service from 7 a.m. until 8 a.m. All requests received after 8 a.m. will be denied unless unusual circumstances exist. Employees calling answering service will be subject to a call-back from a supervisor, if he feels more information is needed or the request must be denied.

Section 3 - Maternity Leave

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

- a. Employees who become pregnant must notify their department head as soon as medical confirmation is received and normally no later than the fifth month of pregnancy.
- b. The employee shall be allowed to remain on the job as long as her physician certifies her able to perform her regular duties.
- c. The City will allow the use of vacation days for maternity leave purposes.
- d. Employees shall return to work from maternity leave upon release by their personal physician, provided that in any event, the employee shall return to work no later than six (6) months after the start of the leave.
- e. Employees returning from maternity leave will be reinstated to the same classification, with current pay step held at the time of request for leave.

Section 4 - Funeral Leave

Three (3) consecutive work days (to be used at the time of the funeral only) shall be granted to an employee in the case of the death of a member of his immediate family.

If such death occurs outside of Michigan or where necessary, an employee shall be allowed an additional day of Funeral leave to allow for travel time.

The immediate family shall be defined as:

Husband	Step-Son	Sister	Mother-in-law
Wife	Step-Daughter	Brother	Father-in-law
Son	Mother	Half-Sister	Grandson
Daughter	Father	Half-Brother	Granddaughter

One (1) day, day of funeral, shall be granted for grandparents, brother-in-law and sister-in-law.

An employee on sick leave, workers' compensation or an unpaid leave of absence shall not be paid funeral leave.

ARTICLE 21
HEALTH AND DENTAL INSURANCES

Section 1 - Health Insurance

The City will furnish the same hospitalization insurance in effect immediately prior to the beginning of the Agreement, or equivalent insurance to all employees and their dependents, retirees and their dependents covered by this Agreement. Predetermination and Second Opinion Surgery riders are included. Coverage for elective abortion is not included in the above plan.

A rider of \$3 prescription drug co-pay (employee pay) or equivalent insurance is also furnished to employees and their dependents.

The City will allow each member of the Bargaining Unit the option to participate in the above plan or Blue Care Network (or another HMO plan at the City's option). However, if the premium costs for Blue Care Network exceed that of the developed premium for the City plan, the employee will pay the difference.

Section 2 - Health Insurance Waiver

Any employee who is eligible for health insurance coverage and elects not to receive this benefit may, upon presentation of proof of alternate coverage under a health insurance plan of another employer and a signed waiver of coverage under the City plan, elect to receive as an alternate benefit on a calendar year basis a four hundred dollar (\$400) payment into the ICMA Deferred Compensation Plan for each annual waiver. Each waiver must be received in November of each year and shall cover the following calendar year.

Such payment shall be made annual at the end of the calendar year and, if necessary, will be made on a pro-rated basis.

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

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

Section 3 - Dental Insurance

The City will furnish full-time members of the Bargaining Unit and their dependents with a 50/50 dental plan (limited to reasonable and customary charges) with a \$600 annual maximum per person.

ARTICLE 22 LIFE AND AD&D INSURANCES

Section 1 - Life Insurance

The City will provide a term life insurance in the amount of \$25,000 to each employee.

Section 2 - AD&D Insurance

The City will provide, at no cost to the employee, an accidental death and dismemberment insurance in the amount of \$25,000.

ARTICLE 23 RETIREMENT AND PENSION

Section 1 - Retirement/Pension

Local #482 employees shall be eligible for M.M.E.R.S. Benefit Program B-3 (F-55/25 and FAC-5). The City will continue to fund an amount equal to the Benefit Program C-1 (old).

The extra cost of the Benefit Program B-3, when and as determined by the M.M.E.R.S. actuary, shall be shared 50/50 between the City and Local #482 employees.

The City will also provide fully paid Blue Cross/Blue Shield or equivalent insurance for retirees.

Section 2 - ICMA Deferred Compensation Plan

Upon appropriate written authorization from the employee, the City shall deduct from the salary of the employee and make appropriate remittance to the ICMA Retirement Corporation Deferred Compensation Plan.

ARTICLE 24
VACATIONS

Section 1 - Vacation/New Hires

Each permanent employee shall be allowed vacation with pay as follows, except that new employees will not be eligible for vacation benefits until they have completed one (1) year of service.

Section 2 - Vacations

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

Employees hired after February 1, 1991, who have completed one (1) year of continuous service shall, on the beginning of the next calendar year following their anniversary date, be eligible for ten (10) days vacation.

However, vacation for new hires shall be pro-rated for the period following the one (1) year anniversary date to the start of the next calendar year.

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

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

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

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

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

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

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

Employees who have completed twenty (20) years of continuous service shall, on the beginning of the next calendar year following their anniversary date, be eligible for twenty-three (23) days vacation.

Employees who have completed twenty-five (25) years of service shall be entitled to twenty-five (25) days of vacation on the beginning of the next calendar year immediately following the anniversary date.

The employee 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 employee 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 he 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 3 - Vacation/Carry over

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

Section 4 - Vacation/Holidays

When during an employee's vacation a holiday falls, the employee shall get credit for the holiday, either an extra day's vacation or eight (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 employee and in accordance with operating requirements of the department in which the employee works, and with a written total plan by the employee.

Section 5 - Vacation/Scheduling

Employees must schedule vacations to be taken during peak periods (June, July, August and November 15-30) in February. Vacations so scheduled may be changed or cancelled by the employee subject to approval by the department head. Employees requesting vacation during other time periods must provide three (3) days notice for vacation of two (2) days or less and five (5) days notice for vacations of more than two (2) days. The City may deny any vacation request.

Section 6 - Vacation/Advance Pay

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

ARTICLE 25
HOLIDAYS AND PERSONAL HOLIDAYS

Section 1 - Holidays

The following shall be paid holidays for all employees covered by this Agreement:

New Year's Day	Labor Day	Christmas Day
Good Friday	Thanksgiving Day	New Year's Eve Day
Memorial Day	Day after Thanksgiving	
Fourth of July	Christmas Eve Day	

If the holiday falls on a Saturday or Sunday, another paid holiday shall be designated by the city manager.

Section 2 - Holiday Pay

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.

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

Section 3 - Personal Holidays

An employee will be entitled to the day on which Lincoln's and Washington's birthday fall, Veteran's Day, and one additional personal holiday in lieu of General Election Day.

Employees may take these days as holidays subject to the operating and scheduling requirements of the department. 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 operating and scheduling requirements 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 other paid leave, or because the holiday falls on a weekend or other time off, the employee shall be entitled to an 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 payday in that year. The rate of any pay used to calculate the allowance will be the employee's regular straight time rate.

ARTICLE 26
WORK HOURS AND OVERTIME HOURS

Section 1 - Work Hours

The regular daily work period shall consist of eight (8) consecutive working hours, excluding the time taken out for meals, and the work week shall consist of five (5) daily scheduled work periods in seven (7) consecutive days.

It is agreed that the normal lunch period may be shifted by one (1) 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 lunch periods, any work done during the employees regular lunch period will be paid for at the applicable overtime rate.

Section 2 - Overtime Hours

All prescheduled overtime hours shall be equalized as equitably as possible and distributed between the employees in the department and to the classification 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.

In cases of existing or impending emergency, employees will be expected to work when requested. Overtime hours scheduled will be on a voluntary basis. However, if the required number of employees are not obtained on a voluntary basis, the low seniority employees in that classification would be expected to work.

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

ARTICLE 27
PREMIUM PAYS

Section 1 - Overtime Pay

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 day 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 2 - Call-Out Pay

An employee who is called out, shall be paid a minimum of two (2) hours pay at the applicable rate for each such call.

Section 3 - Shift Premium

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.

The normal hours for 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 shift differential shall not be paid in addition to overtime rates and does not apply to daytime workers who run into overtime or are called in for overtime.

If the hours of work are changed for purposes of a seasonal time change such change will coincide with the hours of work for the City Department of Public Works.

ARTICLE 28 STANDBY PAY

Section 1 - Standby Pay

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 (or wearing a beeper at the option of the City), he shall be paid two (2) hours pay per day during his work week and three (3) 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 two (2) 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.

To be eligible for standby, an employee must be able to arrive at the Electric Department building within a reasonable time after being called and reside within a ten (10) mile radius from the Electric Department Service Building during the time the employee is on standby.

Standby shall be scheduled on a Monday to Monday basis. Any trading of time must be approved by the supervisor.

Section 2 - Standby/FLSA

If this article is ever construed so as to subject the City to liability for any additional costs under the State or Federal Fair Labor Standard Acts, this article shall expire and the parties shall immediately meet to negotiate on this subject.

ARTICLE 29
ADVERSE WEATHER

Section 1 - Adverse Weather

The City will not require electric line or electric underground crews to work on electric lines or equipment or require meter employees to remove or install electric meters during adverse weather, unless such work is required to protect life or property or to maintain service to the public.

In the event of a disagreement between supervision and union representatives as to whether prevailing conditions constitute a hazard to the safety or health of employees, the union representative may immediately appeal the decision of the supervisor to the director or assistant director; however, the director's or assistant director's decision will be final.

Section 2 - Adverse Weather/Rate of Pay

Upon request of the Union president and at the city manager's discretion, all field employees working in adverse weather during regular working hours shall receive a rate of pay of one and one-half (1 1/2) times their regular rate of pay for time spent working while exposed to adverse weather during regular working hours.

ARTICLE 30
RATES OF PAY

Section 1 - Rate of Pay

Each employee shall be paid the starting rate of the job to which assigned and receive increases at the intervals listed in Appendix "A" or "B" based on satisfactory performance.

Section 2 - Higher Rate of Pay

- a. Employees temporarily assigned to a job with a higher standard rate of pay within the Bargaining Unit shall receive an increase in pay which will match the standard rate of pay per hour in which job he is assigned, but in no event, more than the standard rate of the position he is assigned.
- b. Temporary promotions within the Bargaining Unit to supervisory positions shall receive an increase in pay of five percent (5%) of his standard rate of pay per hour, but in no event, more than the standard rate of the position he is assigned.

Lineworker-in-charge to supervisor and lineworker "A" to supervisor shall be paid lineworker-in-charge standard rate plus five percent (5%).

- c. If the temporary assignment is for four (4) hours or less, he shall receive the increase for four (4) hours. If the period of temporary assignment is for more than one-half (1/2) of the daily work period, he shall receive the increase in pay for eight (8) hours.

Section 3 - Lower Rate of Pay

If an employee is transferred temporarily to a job which carries a standard rate lower than the wage he is receiving, he shall suffer no reduction on that account. If, however, he is regularly assigned to a lower rated job due to a change in the department, or if employee seeks and is granted a lower rated job, or if an employee is reclassified as a result of Article 19, Section 2 and does not have twenty (20) years seniority, he shall be paid the standard rate for the job to which assigned.

ARTICLE 31 REST PERIODS

Section 1 - Rest Periods

All employees working an eight (8) hour duty 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 periods are to be regulated (except that there shall be two (2) periods of fifteen minutes each day) 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 ten (10) minutes before lunch and a wash period not to exceed fifteen (15) minutes before their quitting time.

Section 2 - Working During Rest Period

Any employee who works sixteen (16) or more hours within a twenty-four (24) hour period will, whenever possible, be released for a nine (9) hour period before he is required to report to work for his next regular daily work period.

If, however, the City is unable to release such employee, he shall receive two (2) times his straight-time rate of pay for all hours worked in excess of sixteen (16) hours until he is released from work for nine (9) hours.

If the employee is released and such nine (9) hour period extends into his regular daily work period, he shall suffer no loss of his straight-time pay for any portion of his regular daily work period which is within such nine (9) hour period. If, in the judgment of the City, the employee cannot be gainfully employed during the period of his regular daily work period remaining after the expiration of such nine (9) hour period, such employee may be excused from work for the remainder of his regular daily work period without loss of his straight-time pay.

If an employee works four (4) or more consecutive hours during the eight (8) hour period immediately preceding his regular daily work period and on the day in question of such regular daily work period, he will, whenever possible, be excused from work during such regular daily work period without loss of his straight-time pay for a period of time equal to the time worked during such eight (8) hour period.

If such employee cannot be excused from work, he shall be paid two (2) times his straight-time rate of pay for all hours worked during the period he would otherwise be excused, and at the expiration of such period he shall be paid his straight-time rate of pay for all hours worked during the remainder of his regular daily work period. If, in the judgment of the City, the employee cannot be gainfully employed during the portion of his regular daily work period remaining after the expiration of the period of excused absence provided in this subsection, such employee may be excused from work for the remainder of his regular daily work period without loss of his straight-time pay.

If one (1) hour or less of an employee's regular daily work period remains after the nine (9) hour rest period or after the period of excused absence described, the employee will be considered to be excused for that time unless he is contacted by the City and instructed to return to work.

ARTICLE 32 MEAL ALLOWANCE

Section 1 - Meal Allowance/Overtime

When an employee reports for work within one (1) hour after having been released for the day, he will be furnished a meal allowance by the City.

When an employee is required to report for work one (1) or more hours immediately preceding his regular starting time or to continue working for more than two (2) hours after his regular quitting time, he shall be furnished a meal allowance. Employees working overtime will be furnished with additional allowances after the first one furnished by the City at intervals of five (5) hours.

Paid time to obtain meals not to be used in computing five (5) hour intervals.

Section 2 - Meal Allowance/Call Out

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 meal allowances at City expense at intervals of five (5) hours each until they are released from duty.

When an employee is required to work away from the City service area and has not been notified before the end of the previous work day, he shall be provided a meal allowance at City expense.

When a meal allowance 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 thirty (30) minutes and not to include travel time.

Section 3 - Meal Allowance/Rates and Hours

The City will pay an allowance of \$3 for breakfast, \$5 for lunch and \$8 for dinner. Time of day a meal is earned will be used to determine meal allowance applicable.

Breakfast	2 a.m. - 10 a.m.
Lunch	10 a.m. - 3 p.m.
Dinner	3 p.m. - 2 a.m.

It is understood the employee will obtain and pay for all meals he elects to eat and receive the allowance applicable from the City for these meals.

Employees not electing to obtain a meal will also receive the earned meal allowance. All allowances will be paid on a monthly basis.

ARTICLE 33 CLOTHING ALLOWANCE

Employees in the Bargaining Unit shall receive a \$200 per year clothing allowance and shall provide all clothing, care and cleaning thereof.

Clothing allowance is to be paid the first full pay period commencing December 1, 1991. Employees who have not completed six (6) months of service by December 1, will not receive allowance until December of the following year.

Coveralls issued from storeroom shall be furnished to underground and peaking plant employees on an as-needed basis.

ARTICLE 34 TOOLS

Section 1 - Tools

The City will continue to furnish such tools and equipment as it furnished immediately prior to the effective date of this Agreement.

The City will replace any such tool or piece of equipment which an employee turns in, and which in his supervisor's judgment, is in condition unsafe for sound use and does not evidence misuse for its purpose.

In a case of lost tools, they will be replaced only upon the supervisor's verification. In consideration of this, an employee will replace any tool or equipment issued for personal use which is lost or broken through his own personal negligence with a tool or equipment of like quality and at his own expense.

Section 2 - Tools/On-the-Job Us.

The City shall provide qualifying employees with the following tools and equipment for on-the-job-use:

Pole climbers, body belts, safety belts, tool pouches, channel lock pliers, lineman's pliers, screwdriver, hammer, 8" and 12" crescent wrench, 9/16" ratchet wrench, skinning knife, ditty bag, 6' folding rule, flashlight, work gloves and "Kunz" buckskin

gloves, non-prescription safety glasses, hard hats with liners, rain suits, rubber gloves/sleeves/protective covers, storage bag and 10,000 volt protective rubber boots.

Employee will pay one-half (1/2) the cost of the first pair of 10,000 volt rubber boots, and employee will pay one-third (1/3) the cost of the second pair of 10,000 volt rubber boots. All additional 10,000 volt protective rubber boots needed by the employee will be paid for by the City.

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.

ARTICLE 35
SAFETY COMMITTEE AND SAFETY GLASSES

Section 1 - Safety Committee

A Safety Committee of 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 working 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.

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.

Section 2 - Safety Glasses

The City will contribute toward the cost of required prescription safety glasses based on prices/selection from Hi-Tech Optical, Incorporated as follows:

Single vision and frame	\$15.90
Bi-focal and frame	\$27.95
Tri-focal and frame	\$35.95

The City will pay for additional Hi-Tech, Inc. price increases on the basic frames/lenses. The City contribution is limited to the items and amounts above, and all other items or costs shall be paid by the employee.

The employee must be in a job that requires the wearing of safety eye wear per MIOCSHA regulations, and all eye wear must meet Federal (ANSI Z87.1) standards.

ARTICLE 36
COMMERCIAL DRIVER'S LICENSE

The City will pay for the cost of the written tests including all renewals (if required), Michigan Department of Transportation (MDOT) physical, and road skills test for the State of Michigan Commercial Driver's license (CDL). Testing will be done during regular working hours with pay.

Should an employee not pass the testing, any retest shall be at the employee's expense and not on paid time.

Employees in all lineworker and tree trimming classification shall obtain and maintain the State required CDL.

ARTICLE 37
JURY DUTY AND WITNESS FEES

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 provided that the employee gives the City immediate notice of receiving a juror questionnaire and any other notices regarding jury duty or serving as a witness in court.

ARTICLE 38
VETERANS

Section 1 - Military 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.

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 - Military Reservists

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.

Employees joining the Reserves or National Guard after the date of this contract will be limited to one (1) enlistment only for the provisions of this section.

ARTICLE 39
PUBLIC OFFICE

Employees may have time off to perform certain duties required by the holding of a public office or to engage in charitable activities, with the approval of the city manager.

ARTICLE 40
GENERAL CLASSIFICATION SURVEYS

Section 1 - General Classification Surveys

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

Section 2 - Job Evaluation Plan

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 fifteen (15) days prior to the proposed date of change and enter into negotiations in an attempt to reach agreement on such changes. Failing to reach an agreement, either of the parties may submit the matter to arbitration.

ARTICLE 41
RESIDENCY

- a. All employees of the City of Bay City who become members of the bargaining unit shall be domiciled in the City of Bay City at the time of hire and remain residents as long as they are in the employment of the City.
- b. The residency requirement set forth in sub-paragraph section "a" (above) is not applicable or enforceable in any way to any Bargaining Unit employee hired prior to 7/1/82.
- c. All employees in the Bargaining Unit hired prior to 7/1/82, upon any change in their domicile establish and maintain their domicile within the County of Bay.
- d. As used in this section, domicile shall be defined as the established, fixed, permanent, ordinary dwelling place and place of residence of such employees.
- e. Any employee who, thirty (30) days after having received written notice from the city manager, has failed to comply with the terms of this section shall forfeit his employment with the City and shall be considered to have voluntarily quit his employment.

ARTICLE 42
WAGES AND LONGEVITY

Section 1 - Wages

Wage increases shall be 5% for Wage Group I and 4% for the Wage Group II. The percent amount shall be calculated on each job base rate of June 30, 1990, and that calculated fixed amount shall be added for wage increases of 7/1/90; 7/1/91; and 7/1/92.

- a. Wage Group I jobs shall also receive a specialty increase of either \$.42 or \$.30 to be added after the above percent calculation. Speciality increase is added only once (to rates of 7/1/90); and becomes part of the pay rate.
- b. Wage Group II jobs do not receive a speciality increase.
- c. The longevity factor buy out amount is added after the percent calculation; it is added only once (to rates of 7/1/90); and becomes part of the pay rate.

See Appendix "A" for Wage Groups I and II and Appendix "B" for Second Tier wage rate/classifications.

Employees who retired after 7/1/90, shall have retroactivity from 7/1/90 to date of retirement.

Section 2 - Second Tier Job Positions

Should an employee who was hired prior to 2/1/91, bid for or be reassigned to a vacant Second Tier job position, that employee shall be paid according to the wage rate structure that was in effect on 6/30/90, and at the equivalent step thereof.

Section 3 - Longevity Pay

Members of Local #482 will no longer receive longevity pay. Longevity pay has been incorporated with rates of Local #482.

Local #482 employees departing Local #482 will have longevity pay as defined by the Bargaining Unit to which the employee transfers.

An employee bidding to a Non-Union position will follow City Commission resolution (no longevity if hired or promoted after 4/6/87) or other City Commission resolutions, if any.

ARTICLE 43
MANAGEMENT RIGHTS

Section 1 - Management Rights

Except when limited by the express provisions elsewhere in the Agreement, nothing in this Agreement shall restrict the City in the exercise of its functions of management under which it shall have, among others, the right to hire new employees, to assign work and to direct the working force; to discipline, suspend and discharge for cause, transfer or layoff employees; to determine the location and number of facilities; to decide the services to be provided the

public; to introduce new equipment, methods and processes; and to determine the work standards; to determine procedures by which such work is to be performed, to determine the qualifications of employees; to determine the starting and quitting time; to determine the number of hours to be worked; to make such reasonable rules and regulations not in conflict with the Agreement, as it may from time to time deem best for the purposes of maintaining order, safety and/or effective operation of City facilities and after advance notice thereof to the Union and the employees, to require compliance therewith by employee; to discipline and discharge employees for cause.

Management shall have all other rights and prerogatives including those exercised unilaterally in the past, subject only to express restrictions on such rights, if any, as are provided in this Agreement.

Section 2 - Authority of Management

Authority is hereby given to the city manager and/or personnel director to negotiate with the Union to implement the policies of this Agreement in the various particulars as established without prior or subsequent approval of the City Commission.

ARTICLE 44 ENTIRE AGREEMENT

This Agreement supersedes and cancels all previous Agreements, verbal or written or based on alleged City practices, between the City and the Union and constitutes the entire Agreement between the parties. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto.

ARTICLE 45
DURATION AND MODIFICATION

This Agreement shall remain in full force and effect until 6/30/93, and shall continue in effect from year to year thereafter, unless either party shall give the other party at least ninety (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.

This Agreement was ratified by a vote of U.W.U.A. Local #482 at a general meeting held for such purpose, in accordance with its bylaws, on the 28th day of February 1991.

Sara J. Godunyk
Witness

Kay Wagner
Witness

Danny Schaefer
Danny Schaefer, President

Tony Love 3-11-91
Tony Love, Vice-President

Walter Mosher
Walter Mosher, Recording Secy.

J. J. Wasata
International Representative

Approved and adopted by general resolution of the Bay City Commission at a formal meeting held in the City of Bay City on March 18, 1991.

Kathryn J. Bucken
Witness

Pamela Jo Bohn
Witness

Mary L. Donnelly
Mary L. Donnelly, Mayor

Connie M. Deford
Connie Deford, City Clerk

Approved as to form:

William Allsopp
William Allsopp, City Attorney

Approved as to substance:

David D. Barnes
David D. Barnes, City Manager

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

APPENDIX "A"

GROUPS WAGES

I. Wage Group I

- A. Five percent (5%) of 6/30/90 base rate plus \$.42 per hour "specialty" pay. Specialty pay is added one-time only after the percent is calculated.

Overhead Lineworker-in-Charge Relay & Control Worker
Overhead Lineworker A & B Line Service Worker

- B. Five percent (5%) of 6/30/90 base rate plus \$.30 per hour "specialty" pay. Specialty pay is added one-time only after the percent is calculated.

Underground Lineworker-in-Charge
Underground Lineworker A & B
Street Light/Maintenance Worker

- C. Five percent (5%) of 6/30/90 base rate - no "specialty" pay.

Polyphase A, B & C

II. Wage Group II

This group receives 4% of 6/30/90 base rate:

Dispatcher Operations Maint. Worker
Building Maintenance Worker Engineering Aide II
Peaking Plant Operator Tree Trimmer/Lead Tree Trimmer

(See Appendix "B" for New Hire Second Tier Wages)

APPENDIX "B"

LOCAL #482
SECOND TIER WAGE SCALE

Persons hired new or transferring from another department or another bargaining unit into any of the following classifications shall be subject to the wage scale indicated. Should such an employee transferring into one of these jobs have longevity pay, such pay shall be eliminated.

	Beg.	6 Mo.	12 Mo.	18 Mo.	24 Mo.	36 Mo.
New Range 1	\$10.96	\$11.22	\$11.47	\$11.75	\$12.04	\$12.34

Maintenance/Custodian Worker

	Beg.	6 Mo.	12 Mo.	18 Mo.	24 Mo.
New Range 2	\$11.50	\$11.79	\$12.34	\$12.62	\$12.93

Storekeeper
Tree Trimmer

	Beg.	6 Mo.	12 Mo.	18 Mo.	24 Mo.	30 Mo.
New Range 3	\$11.79	\$11.84	\$12.09	\$12.62	\$12.93	\$13.33

Dispatcher

	Beg.	6 Mo.	18 Mo.	24 Mo.	36 Mo.
New Range 4	\$12.37	\$12.68	\$13.23	\$13.54	\$13.87

Engineering Aide II

	Beg.	6 Mo.	18 Mo.	30 Mo.	42 Mo.
New Range 5	\$12.99	\$13.44	\$13.87	\$14.35	\$14.85

Peaking Plant Operator
*Operations/Maintenance Worker

*Should the qualified Operations/Maintenance Worker be assigned to work in the Peaking Plant, the rate shall increase to \$14.85 for those hours.

Employees shall not receive general wage increases, but shall progress at the incremental steps indicated. These wage scales shall remain the same for the remainder of this Agreement to 6/30/93.