

1758

12/31/92

AGREEMENT

between the

CITY OF BAY CITY

and

U.W.U.A. LOCAL #542

Bay City

Effective 1/1/90 - 12/31/92

City of Bay City
U.W.U.A. Local #542
RELATIONSHIP

U.W.U.A. LOCAL #542 BARGAINING AGREEMENT
(1/1/90 - 12/31/92)

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AGREEMENT

CITY OF BAY CITY & U.W.U.A. LOCAL #542

This Agreement is entered into pursuant to the authority of Act 336 of the Public Acts of 1947, as amended, this 19th day of November 1990, between the City of Bay City, a Municipal Corporation of the State of Michigan, hereinafter referred to as the "City", and the U.W.U.A. Local #542, a non-profit organization within the scope and meaning of the above Act, as amended, hereinafter referred to as the "Union".

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

DEFINITIONS

"Union" shall be defined as the officers, representatives and members of the U.W.U.A. Local #542, a non-profit labor organization, within the scope and meaning of Act 336 of the Public Acts of 1947, as amended.

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

"Male Gender" shall automatically include the female gender in all cases.

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

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

"Grievance" shall be defined as an alleged violation of a specific article or section of this Agreement.

"Part-time Employee" is defined as an employee who works less than a normal work week.

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

"Seasonal Employee" shall be defined as those persons hired for work caused by seasonal change. Their term of employment shall not exceed six (6) continuous months in one calendar year, unless agreements between the parties concerning the specific employee extends such period of employment.

"Permanent Employees" shall be defined as employees other than "Seasonal, Probationary, Temporary or Part-time" employees.

The term "employees" in this contract shall be considered to be "Permanent Employees" unless specifically indicated otherwise.

"Vacancy" is defined as the situation which occurs when a position is unfilled within the bargaining unit.

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

"Qualification" is defined as the requirements for work in the present job description.

ARTICLE 1

RECOGNITION AND SECURITY

Sec. 1.1 - Recognition

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

The City agrees not to aid, promote, or finance any labor group or organization which purports to engage in collective bargaining, or make any agreement with any such group or organization for the purpose of undermining the Union, and the City will make available to all employees in the bargaining unit a copy of this Agreement calling their attention to the fact that the Union has been recognized as the exclusive bargaining representative for all employees in the bargaining unit, with respect to rates of pay, wages, hours, terms of employment and other conditions of employment.

Union members shall not be discriminated against as such, nor shall favoritism or partiality be shown. However, the Union agrees that it will use its best effort to cause its members, individually and collectively, to perform a fair days work efficiently and safely.

It will be the Union's responsibility to see that those whom they represent comply with this Agreement, and it will be the City's responsibility to see that its supervisory employees comply with this Agreement.

Sec. 1.2 - Employees Covered

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 a defined bargaining unit for the purpose of collective bargaining with respect to wages, hours, terms of employment and other conditions of employment.

- a. The bargaining unit consists of all City employees except the following: supervisory, confidential, professional, police uniform personnel, fire uniform personnel, electrical engineering, electrical maintenance and construction, parking meter enforcement, temporary and free help.

- b. No persons employed by the City nor applicants for City employment shall be discriminated against because of race, creed, color, sex or national origin. Every effort shall be made to encourage applicants for City employment, in all departments, from all racial, religious and nationality groups.
- c. School Guards hired prior to July 4, 1968, shall be entitled to all fringe benefits, including a retirement pension through the Michigan Employees Retirement System, except longevity pay on a pro-rata basis or where elsewhere excluded in this Agreement. ~~Those School Guards hired after July 4, 1968, are not entitled to any fringe benefits except that they are entitled to a retirement pension through the Michigan Employees Retirement System.~~
- d. Temporary, part-time or seasonal employees likewise are not entitled to any fringe benefits.

Sec. 1:3 - Agency Shop

The City agrees that all employees covered by this Agreement shall either be members of the Union or pay an amount equal to Union dues. Any new employees covered by this Agreement shall either become members of the Union or begin the payment of an amount equal to Union dues after the expiration of their probationary period. This provision shall be a condition of employment and no employee covered by this Agreement shall be retained by the City unless said employee is in compliance with this provision.

Sec. 1:4 - Check Off

Upon receipt of a written authorization of payroll deduction from an employee, the City agrees to deduct Local #542 membership dues, or the equivalent amount and initiation fees from non-members, levied in accordance with this Agreement and with the constitution and by-laws of U.W.U.A. Local #542 from the pay of each employee authorizing said deduction. Said dues shall be deducted from the employee's pay at the end of the third week of every month during the term of this Agreement. After collection of said dues, the City shall remit all dues or the equivalent made from the deduction of the employees' pay checks to the Treasurer of U.W.U.A. Local #542 within five (5) days of the time said deductions are made.

U.W.U.A. Local #542 will initially notify the City as to the amount of dues to be deducted. Such notification shall be certified to the City in writing over the signatures of the authorized officer or officers of U.W.U.A. Local #542.

Changes in U.W.U.A. Local #542 membership dues will be similarly certified to the City and shall be submitted at least one month in advance of the effective date of such changes. The Union will indemnify, defend and hold the employer harmless against any claims made and against any suit instituted against the employer on account of any check-off of Union dues.

ARTICLE 2

MANAGEMENT RIGHTS

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

ARTICLE 3

U.W.U.A. LOCAL #542 BARGAINING COMMITTEE

Sec. 3:1 - Composition

The Bargaining Committee of U.W.U.A. Local #542 shall include not more than five (5) employees of the City of Bay City who are covered by the Agreement and who are either members of the U.W.U.A. Local #542 or eligible for membership. The Bargaining Committee may also include not more than two (2) non-employee representatives of U.W.U.A. Local #542. U.W.U.A. Local #542 shall submit to the City, in writing, the names and addresses of its employee and non-employee representatives in the Bargaining Committee prior to negotiations, and in the event of a change during negotiations, at least five (5) working days prior to the next session.

Sec. 3:2 - Remuneration

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

ARTICLE 4

GRIEVANCE

Sec. 4:1 - Presentation of Grievance

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

- a. Either through a designated Union representative, or
- b. Through his own presentation, provided that the bargaining representative has been given the opportunity to be present.

Sec. 4:2 - Modification Prohibited

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

Sec. 4:3 - Grievance Procedure

An employee shall present a grievance as follows:

A. Step 1 - An employee (through the Union) or the Union in behalf of one 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 the grievance or the grievance shall be considered dropped. The supervisor shall reply in writing within ten (10) working days thereafter. If no reply is received from the supervisor within the prescribed time limit, the grievance shall be deemed settled in the employee's or Union's behalf.

B. Step 2 - If the supervisor's answer is unsatisfactory, the Union may request a Second Step meeting with the department head within fifteen (15) working days of the supervisor's disposition or the grievance shall be considered dropped. A meeting between the department head and the Union shall be arranged within seven (7) working days of receipt of a grievance by the department head. The Union may meet for fifteen (15) minutes immediately prior to the joint meeting. The department head shall provide his/her written response within fifteen (15) working days of the meeting unless mutually extended. First and Second Step processing shall include dates received and dates issued.

C. Step 3 - If the answer of the department head is unsatisfactory to the employee, the Union may request a Third Step meeting with the city manager or his designee. Such appeal shall be within fifteen (15) working days of the second step answer or the grievance shall be considered dropped. The chief steward or committee person shall be allowed up to four (4) hours with pay (with department head approval) to investigate the nature of the grievance. The city manager or designee shall meet with the Union within fifteen (15) working days of the presentation of the appeal, unless mutually extended, and the aggrieved employee may attend the meeting. The Union may meet for thirty (30) minutes immediately prior to the joint meeting. The City shall provide its written response to the grievance within fifteen (15) working days of the meeting unless mutually extended.

D. Step 4 - If the grievance is not satisfactorily adjusted in the last preceding step within the time provided (unless mutually extended), either party shall, within fifteen (15) working 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. The arbitrator shall have the authority and jurisdiction to determine the propriety of the interpretation and/or the 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 expenses of the Arbitrator.

E. Step 5 - The parties, in recognition of the cost of arbitration and the principle that like facts should produce like results, hereby agree that once an employee has elected to pursue a remedy by statute or City Ordinance, or Charter, or court of competent jurisdiction, for alleged conduct which may also be a violation of this Agreement, such employees shall not have simultaneous resort to the grievance procedure and any grievance then being processed shall be deemed withdrawn by the party filing.

Sec. 4:4 - Grievance Rights of Management

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

Sec. 4:5 - Grievance Rights of the Union

The executive board of the Union shall have the right to the grievance procedure if so desired, in accordance with the following position: The executive board will present any grievance to the city manager by written appeal to the city manager. A meeting shall take place within seven (7) working days of receipt of the appeal.

An answer shall be forwarded by the city manager and/or his designated representative to the Union executive committee within ten (10) normal work days. If the answer of the city manager and/or his designated representative is unsatisfactory to the executive board, both parties agree that the executive board may invoke Step 4 of the grievance procedure outlined in Sec. 4:3.

Sec. 4:6 - Grievance, Failure to Appeal/Answer

Failure on the part of the Union to appeal the employer's answer within the time limits shall be construed as the Union's acceptance of the employer's last answer, and the grievance shall be considered closed. In the event the employer fails to comply with the time limits, it shall be construed as in favor of the Union, and the grievance shall be awarded to the Union.

Sec. 4:7 - Grievance Pay

Grievance meetings between the City and the Union shall be with pay. Should the meeting extend beyond an employee's regular working hours, pay shall be at straight time only. The following maximum number of bargaining unit employees may attend with pay:

- First Step = aggrieved and up to two Union representatives
- Second Step = aggrieved and up to two Union representatives
- Third Step = aggrieved and up to three Union representatives
- Arbitration = aggrieved and up to four Union representatives

ARTICLE 5

SENIORITY

Sec. 5:1 - Seniority Defined

Seniority shall be earned as to (a) position, (b) department, and (c) city-wide. Seniority shall be determined on the basis of days of actual total employment. As between positions of the same classification within a department, position seniority shall be controlling. As between members of the same department of different classifications, department seniority shall be controlling. City-wide seniority shall control on matters involving several departments or where the employee is concerned with a different department or where no other seniority is determinative. Employees in the Finance Department who were employed prior to 7/1/79, in functions now being performed by the Finance Department, will have their seniority date determined by the time actually spent in those functions.

The seniority rights of members of the bargaining unit apply only within the bargaining unit, and seniority rights have no application outside of the bargaining unit. However, when an employee applies for a promotion or transfer within the City, the City shall consider seniority as one of the factors in determining qualifications. Vacancies to be filled in the City shall be posted except for non-entry level positions in the Police and Fire Departments.

Sec. 5:2 - Seniority Determination

Seniority is hereby granted to all permanent employees of the City within the Bargaining Unit and is calculated from the employee's date of hire. Seniority for seasonal, part-time and temporary employees, when they become Permanent employees, will begin immediately on their date of permanent hire.

Sec. 5:3 - Seniority List

The City will update and post annually the seniority list showing date of hire, name and seniority. The seniority list shall be posted on or about March 1 of each year to remain posted for that year. The union president will be provided with a copy of the seniority list on request.

Employees contesting their seniority dates shall notify the Personnel Department within sixty (60) days of the posting. Otherwise, the seniority dates shall be presumed correct.

Sec. 5:4 - Seniority of Employees with Same Date of Hire

Employees with the same date of hire shall be present and determine their seniority by lot.

Sec. 5:5 - Loss of Seniority

1. An employee may lose his seniority for the following reasons only:
 - a. Resignation
 - b. Discharge
 - c. Retirement
 - d. Lay off in excess of two calendar years from date of lay off.

2. Seniority shall not be accumulated during leave of absence over thirty (30) days.

~~Employees transferred voluntarily or otherwise from the Union Bargaining Unit to another position with the City of Bay City shall retain seniority for a period of six months during which time they may return to their former position without penalty or loss of seniority.~~

After said six month period, seniority in the transferred employee's former position is frozen, and if said employee's position is eliminated thereafter, he or she shall return to his or her former position if his or her seniority period is greater than the employee presently holding said position; if not greater, then to the next position his or her seniority permits available in his or her former department.

Sec. 5:6 - Seniorities of Stewards and Union Officers

The president, vice president, secretary and treasurer of the Union, stewards and the chief stewards of the various departments shall have super-seniority. That is to say, that in the event of a lay off of any type, they are to be considered as the employees with the longest day of employment with the City. In the case of chief stewards and stewards in the various departments, they shall be considered as the employees with the longest seniority date notwithstanding any position on the seniority list in their respective departments, in case of a lay off, so that in the event of a lay off of any type, they shall be continued at work as long as there is a job in their department which they can perform, and they shall be recalled to work in the event of a lay off on the first open job in their department, which they can perform. Super-seniority shall not apply to bumping.

Sec. 5:7 - Crossing Guards

Because of the special nature of their work, qualifications and employment, an employee shall not earn City-wide seniority while employed as a crossing guard, but such seniority shall be limited to the crossing guard position.

Sec. 5:8 - Probationary Period

All employees when first appointed to a new job classification shall be placed on a probationary period for six months. During the probationary period, except where otherwise specified, the employee shall receive wages in accordance with the adopted schedule, and this provision shall not be construed to prevent the automatic wage increases in pay provided for various positions. 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.

Sec. 5:9 - Temporary Assignments

Where a regular employee is assigned to or bids on a temporary position in another department, he shall remain an employee of his regular department and shall continue to earn seniority in that department and not the department of the temporary position. However, if the position that the employee is assigned to or bids on exists for longer than a six (6) month period, he shall begin to earn seniority in that department from that date forward.

Sec. 5:10 - Transfers from One Department to Another

In case of transfers from one department to another, employees involved in such transfers will not lose seniority standings in the department he left. Such seniority will become frozen. When the employee starts his new job in another department, he shall then begin to accumulate seniority in that department. ~~In the event that it is not possible to immediately transfer the employee into his new department, the employee's seniority in the new department will be in effect the date his transfer is approved~~ by the city manager and/or his designated representative and not the date of his actual transfer.

Sec. 5:11 - Reinstatement of Veterans

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

ARTICLE 6

LAY OFF, BUMPING, RECALL

Sec. 6:1 - Notice of Lay Off

The department head shall give written notice to the permanent employee and Local #542 on any proposed lay off in his department. Such notice shall state the reasons and shall be submitted at least five (5) working days before the effective date.

An employee notified of lay off must notify the Personnel Department within seventy-two (72) hours of notice of intention to bump.

Sec. 6:2 - Order of Lay Off/Temporary Employees

Any lay off of employees shall be made in inverse order of the position seniority of the classification affected. No permanent employee shall be laid off from his position in any department while any temporary, part-time, seasonal employees, or free help, are employed in that department.

For the purposes of this section, the term "laid off" shall be defined as not being on the City payroll in any other classification or department.

Sec. 6:3 - Bumping

- a. An employee may bump within his department to an equivalent or lower classification, subject to his ability to perform the duties of that classification in which there is no employee with greater department seniority.

- b. However, an employee may bump into a higher classification within his department, only if he has previously held that classification and there is no senior employee with greater department seniority, subject to his ability to perform the duties of that classification.
- c. When an employee has been transferred or promoted into a different department and laid off, he shall have the right to bump back into his former department to an equivalent or lower classification, subject to his ability to perform the duties of the classification he is bumping in to if there is no employee with greater departmental seniority.
- d. If a position is not available to an employee under a, b, or c above, an employee may exercise his city-wide seniority within the bargaining unit to bump the least senior employee within the bargaining unit, as long as said least senior employee is in a classification with an equivalent or lower rate range, provided that, in the judgment of the City, he will have the ability to satisfactorily perform all of the duties of the position with the benefit or training period that will not exceed twenty (20) regularly scheduled working days.
- e. An employee who has bumping rights as set forth above, shall have the right also to accept lay off until recall.

Sec. 6:4 - Recall from Lay Off

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

Sec. 6:5 - Recall/Vacancy

In the event a vacancy occurs in a classification and department that an employee was previously laid off from, that employee who was laid off will be recalled to that classification and department, with no posting.

Sec. 6:6 - Recall/Rates of Pay

An Employee recalled from lay off, within 180 days from his date of lay off, to the classification he was laid off from and was in the old rate range, will receive that rate of pay. If the recall is more than 180 days from his date of lay off, he will go to the new rate range for that classification.

An employee recalled from lay off to a different classification will go to the new rate range for that classification.

Sec. 6:7 - Lay Off/Permanent Reduction

In the event a permanent reduction of more than five (5) positions in the bargaining unit becomes necessary, the City agrees that:

1. Prior to such reduction in the bargaining unit, the City will meet and discuss the reasons or necessity for such a reduction.
2. Written notice of intent to reduce the bargaining unit will be given thirty (30) days prior to such a reduction.
3. The Union may submit proposals to the City relating to the bargaining unit to avoid the necessity of such a reduction. The City shall be required to consider such proposals and respond to the Union in writing prior to the implementation of such a reduction.
4. Only disputes specifically regarding 1, 2, or 3 of this section may be referred to the grievance procedure.

ARTICLE 7

DEPARTMENTS

Sec. 7:1 - Organizational Structure of Bargaining Unit

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

Bridges	Sewer Maintenance
City Hall	Street
City Service Building	Traffic
Engineering	Water Distribution
Finance	Water Pumping & Purification
Parks (includes Cemetery & Airport)	Wastewater Treatment

ARTICLE 8

UNION REPRESENTATION

A department shall elect Committee persons and Stewards in accordance with the following table:

DPW - 1 chief steward, at large; 1 committee person.
CSB - 1 steward
Bridges - 1 steward
Parks - 1 steward
Street - 1 steward
Sewer - 1 steward
Water Dist. (field) - 2 stewards; 1 chief steward; 1 committee person
Wastewater Plant - 1 steward; 1 chief steward; 1 committee person
Water Plant (P&P) - 1 steward; 1 chief steward; 1 committee person
Finance - 1 steward; 1 committee person
City Hall - 1 chief steward, at large (City Hall/Finance)
Traffic - 1 steward
School Crossing Guards - 1 steward

ARTICLE 9

PROMOTIONS/REINSTATEMENT

Sec. 9:1 - Basis of Promotions

Promotions within the bargaining unit shall be made on the basis of seniority and qualifications. Qualifications may be determined by written and/or performance examinations. A promotion is defined as a position involving a higher rate of pay or an upgrading of a position which materially increases the responsibilities of a position.

Sec. 9:2 - Scholastic Record

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

Sec. 9:3 - Procedure in Promotion

Job vacancies within the Bargaining Unit 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 (3) working days, setting forth the requirements for the position.

Employees who may be interested shall apply within the posting period. The employee awarded the position shall be granted up to six (6) months probationary period to further determine his ability to perform the job. During the probationary period, the employee may request to revert back to his former classification, if open.

If the employee is unsatisfactory in the new position, notice and reasons shall be submitted to the employee in writing by the City, with a copy to the Union. The matter then may become a proper subject to the second step of the grievance procedure. However, in the event that the employee is returned to the department by virtue of this provision, said employee will be reinstated with the seniority that he had accumulated in the department from which he was promoted and the seniority which he has accumulated during the probationary period.

An employee who is awarded a promotion will receive his current pay for the probationary period, provided however, that the employee will receive at least the beginning rate of the awarded position. At the end of the probationary period, the employee will receive the next higher rate in the range of the new position.

An employee in promotion probation shall receive any scheduled general wage increase, but shall not receive any step increase that might have occurred from the prior position.

The City agrees that when a job vacancy occurs and has been posted within the prescribed time limitations, the City will select the applicant and reclassify the selectee within thirty (30) days unless extenuating circumstances exist or both parties agree to extend the limitations.

Sec. 9:4 - Transfers and Demotions

Employees shall not be allowed more than one lateral transfer or demotion per year, providing a vacancy exists. The term "lateral transfer" shall not be interpreted to mean transfer within the same department to the same classification.

ARTICLE 10

SHIFT CHANGES

Sec. 10:1 - Shift Preference

Shift preference will be granted to an employee within his classification on the basis of seniority within the department when a vacancy exists. This section shall not be construed to include preference for work crews. A transfer to the desired shift will be effectuated within two (2) weeks following the end of the current pay period within which the written request is made.

Sec. 10:2 - Voluntary Temporary Shift Changes

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

ARTICLE 11

SICK LEAVE

Sec. 11:1 - Sick Leave

A permanent employee shall be entitled to one (1) day of paid sick leave for each month of service. A month of service is complete when the employee has worked fifteen (15) days in a given month.

While on paid sick leave, an employee shall be entitled to all fringe benefits. Sick leave shall be computed at the rate of time used in units of not less than one hour.

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

If an employee returns to work after an illness and it is felt that he has not recovered sufficiently from such illness to continue working, he may be required to furnish a doctor's statement verifying that he is able to return to work.

Sec. 11:2 - Sick Leave Verification

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

Sec. 11:3 - Sick Leave Abuse

The false reporting of time off as being required for sickness shall constitute a fourth grade offense.

Where an employee chronically abuses sick leave and thus interferes with the operation of the department, he may be reclassified and/or transferred. Such action shall not constitute a penalty, but shall be for the purpose of promoting efficient and economic operation.

Sec. 11:4 - Sick Leave/Workers' Compensation

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

Sec. 11:5 - Family Sick Leave

Up to five (5) days of accumulated sick leave per calendar year may be used by the employee for family sickness (family being defined as spouse or children living at home) or children not living at home under the age of 18 years. Sick leave for children not living at home shall be with department head approval.

Sec. 11:6 - Semi-Annual Bonus Days

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

An employee may use up to eight (8) hours of their 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.

Sec. 11:7 - Retirement Bonus Sick Days

Upon retirement, an employee shall receive compensation equal to one-half (1/2) of his accumulated sick leave days up to a maximum of two hundred (200) days at the employee's prevailing hourly rate.

In addition, a retiring employee who has more than 25 years of credited service will be eligible for twenty (20) additional or "bonus" sick days' pay for each full year of service according to the following:

- a. Only full years of credited service above 25 years are counted.
- b. Employee retiring before 7/1/91, shall have at least one hundred (100) accumulated sick days to qualify for the bonus days.

- c. Employees retiring on or after 7/1/91, shall have at least two hundred (200) accumulated sick days to qualify for the bonus days.
- d. In no case shall retirement sick day pay exceed the original amount accumulated, and in no case shall such sick day pay exceed two hundred (200) days.

ARTICLE 12

LEAVES OF ABSENCE

Sec. 12:1 - General Leaves of Absence

Leaves of Absence without pay or fringe benefits may be granted when recommended by the department head and approved by the Manager for periods up to thirty (30) 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.

If a permanent employee is off for an extended period of time (30 days) due to a physical or mental illness and has exhausted their vacation and sick leave, the employee may be granted at his request, a leave of absence without pay. If a permanent employee has prolonged illness in his immediate family, (defined in this case to include only the spouse and children of the employee) said employee may, at the employee's request, be granted a leave of absence without pay.

Sec. 12:2 - 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.

An additional day shall be granted if the funeral is more than 300 miles from Bay City.

The immediate family, for this purpose, shall be:

Husband	Son	Father	Brother	Grandfather	Father-in-law
Wife	Daughter	Mother	Sister	Grandmother	Mother-in-law

Step relatives of the same degree as above.

One day (day of the funeral) will be granted for brother-in-law, sister-in-law, son-in-law, daughter-in-law and grandchildren.

Sec. 12:3 - Veteran's Funeral Leave

Where requested by proper official of a recognized Veteran's organization, an employee may be granted reasonable time off, with pay, to attend a veteran's funeral or civic affair, as a representative of the Veteran's organization, when approved by the city manager, and where in the opinion of the department involved, their operations will not be adversely affected.

Sec. 12:4 - Public Office

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

Sec. 12:5 - Military Leave

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

Sec. 12:6 - General Provisions

Leaves of absence shall constitute all permissive and authorized absences from work for any reason. Leave shall be taken in not less than half day units, except that sick leave may be authorized on an actual time off basis.

A person shall be considered as a City employee while on leave of absence, but shall be entitled to only such "fringe benefits" as shall be specifically provided, for the type of leave involved. "All fringe benefits" as shall be specifically provided, for the type of leave involved. "All fringe benefits" shall mean that such time is to be considered the same as though fully employed and shall be included in computing time of employment for credit for various leaves, etc.

The officers of U.W.U.A. Local #542, or members of the EAP Program, attending conventions, workshops, seminars, etc., can request leave without pay or vacation leave.

Sec. 12:7 - General Provisions/Accounting for Compensation

Where an employee is granted leave with pay on condition that he shall account for compensation received during said leave, it shall mean that he is entitled to receive payment from the City of only the difference between such compensation and his regular pay for that period. This is not to be construed as requiring accounting for payment in excess of City pay. Where arranged for in advance, such payment may be accomplished by the issuance of regular City pay for the period and the employee turning over the other compensation received to the City forthwith upon receipt. An employee shall not be required to account for compensation in reimbursement of actual expenses such as travel and meals.

Sec. 12:8 - Maternity Leave

Permanent female employees shall be allowed up to a six (6) month leave of absence for maternity. Leaves of absence for maternity may be granted upon written request through the proper department head on approval of the city manager.

If, at the end of the six (6) months, the employee has not requested reinstatement, her employment shall be terminated and her name placed on the eligibility list for re-employment.

Whenever an employee shall become pregnant, she shall furnish her department head a certificate from her physician, indicating the approximate date of delivery and stating any restrictions on the nature of the work she may be able to do, and the length of time she may be able to work. With her physician's approval, she may be allowed to work up until her physician recommends that she take her leave of absence.

However, any employee falling under this section, that is to say, under the section dealing with leaves of absence for pregnancy, will not receive sick leave during this period, nor any other fringe benefits. Maternity leave will coincide with other unpaid leaves of absence.

This leave is not a leave for reasons of disability or illness, which are covered under Section 11:1.

ARTICLE 13

VACATIONS AND HOLIDAYS

Must work 10 days per month to earn vacation.

Sec. 13:1 - Vacations

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

Pro-rated $\frac{1}{12} \times 10 = \text{VAC}$

Employees 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 year anniversary date to the start of the next calendar year.

1st month following emp. mt.

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.

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

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

All vacations shall be scheduled by the department head involved with particular regard to the seniority of the employees and in accordance with the operating requirements of the department involved. The department head shall determine how many employees in each classification may be on vacation at any one time.

The employees shall receive regular pay and all fringe benefits while on vacation that he would have received had he been working.

However, it is the purpose of this contract to encourage the employees to take their vacation time and in accordance therewith to the foregoing, the employee is not allowed to work for the City during the vacation time. In other words, the City may not pay an employee his regular vacation time and his regular pay for the same period of time; subject, of course, to the exceptions listed above.

On termination by retirement or by discharge, the employee is to be paid for whatever vacation time he has accumulated during the year in which he either retires or leaves the employment of the City.

Where an employee is unable to take his earned vacation or personal holidays for reason of sickness or disability, and is off work on sick leave or Workmen's Compensation which continues to the end of the calendar year, he may then be paid for all vacation pay earned in lieu of the vacation time lost.

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

Sec. 13:2 - Holidays

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

The following shall be general paid holidays for City employees and they are considered Legal Holidays:

New Year's Day	General Election Days	Christmas Eve Day
Good Friday	(not to include primary,	Christmas Day
Memorial Day	special or similar elections)	New Year's Eve Day
Fourth of July	Thanksgiving Day	
Labor Day	Day After Thanksgiving	

Easter Sunday shall be considered a holiday for swing shift employees.

The City agrees to pay employees who work on Thanksgiving, Christmas or New Year's Day straight time plus double time.

When a holiday falls on a day where an employee is on vacation, sick leave or Workmen's Compensation, the employee shall not be charged for a vacation, sick leave day or Workmen's Compensation, and will receive holiday pay for the holiday.

When a holiday falls on a day where it is a shift employee's regular day off, the employee shall be entitled to an additional day of holiday to be taken as a personal holiday, subject to convenience of the department head and such holidays must be used within the year earned as they are not cumulative.

An employee on formal unpaid leave of absence, layoff, (removed from payroll) shall not receive holiday pay as provided for in this Agreement.

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

All vacations earned must be used within the year and may not be extended into the following year unless approved by the city manager.

Sec. 13:3 - Personal Holidays

The employees will be entitled to certain personal holidays; that is to say, they will be entitled to all days on which Lincoln's birthday, Washington's birthday and Veteran's Day falls.

Employees may take these days as holidays, but in the event that an employee is scheduled to work on one of the above holidays, he will be granted in lieu thereof, another day off for everyone of the holidays missed, with pay and all other fringe benefits therefore.

Such holiday is to be taken as desired by the individual employees, subject however, to the operating requirements of the department head; and these personal holidays are to be comparable to vacation, that is to say, they are to be taken in the year earned and may not be accumulated.

ARTICLE 14

INSURANCE COVERAGE AND PENSION

Sec. 14:1 - Hospitalization Insurance

The City will furnish the same hospitalization insurance in effect immediately prior to the beginning of this agreement, or comparable insurance to all employees and their dependents, retirees and their dependents covered by this agreement with the following conditions:

a. Second Opinion Required for all Non-Emergency Surgery

All covered, non-emergency surgery performed with a prior concurring second opinion will be paid at 100% of the normal Plan Benefits.

All non-emergency surgery performed with a prior non-concurring second opinion or without a prior second opinion will not be paid. All corresponding medical charges will also not be paid.

The cost of the second opinion will be paid in full by the Plan.

The second opinion must be rendered by a Board Eligible Specialist, who is not financially associated with the referring physician. (Employees can contact their local County Medical Society for referral to a Board Eligible Specialist).

b. No Weekend, Non-Emergency Hospital Admissions

Admissions to a hospital on a non-emergency basis from Friday, 6:00 p.m. through Sunday, 6:00 p.m. are not covered. All hospital and other medical expenses incurred during that period for a non-emergency admission, will not be paid.

c. Tests Required for Non-Emergency Hospital Admissions must be rendered prior to the Admission

Diagnostic laboratory and x-ray testing, standardly required for non-emergency hospital admissions, must be rendered within 3 days prior to admission to the hospital. Any such admission testing performed during confinement on a non-emergency basis will not be paid.

d. The above conditions will not reduce current benefit levels.

e. Prescription Co-Pay/Blue Care Network (HMO)

A rider of \$3 prescription drug co-pay (employee pay) or comparable 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 (BCN) or equivalent HMO). However, if the premium costs for BCN (or equivalent HMO) exceed that of the developed premium for the City plan, the employee will pay the difference.

f. Elective Abortion

Coverage for elective abortion is not included in the above plan.

g. 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 three hundred fifty dollar (\$350) payment into the ICMA deferred compensation plan for each annual waiver.

Such payment shall be made annually at the end of the calendar year and, if necessary, will be made on a prorated basis.

Each waiver must be received in November of each year and shall cover the following calendar year. Such waiver will not alter dental coverage.

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 prorated to cover the period in which he did not have City health insurance coverage.

City coverage will be reinstated effective the first of the month following written notice to the City of the employee's desire to re-enroll. However, entry into BCN (or equivalent HMO) option is limited to the established entry period.

h. Alternate Coverage

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

Sec. 14:2 - Workers' Compensation

The City will supplement Workers' Compensation payments as follows for disability due to a work connected injury: the employee shall receive eighty percent (80%) of pay from date of injury.

Workers' Compensation shall be effective only when an injury is considered to be in the line of duty and will be with the understanding that the necessary doctor's reports would be made periodically to the city manager and that each case will be decided on its individual merits.

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

Sec. 14:3 - Retirement Benefits

- a. Effective 1/1/90, permanent full-time employees shall be eligible for MMERS pension plan B-3 (F 55/25 and FAC-5). The City will continue to fund an amount equal to the C-1 (old) plan.

The extra cost of the B-3 plan, when and as determined by the MMERS actuary, shall be shared 50/50 between the City ^{and} the employees.

- b. Regular School Crossing Guards shall be eligible for the MMERS pension plan C-1 (old) with the cost thereof paid by the City.
- c. Military Service - the City shall grant additional service credit up to three (3) years for active duty military service rendered prior to employment by the City.

The additional military service credit would be used only in the computation of pension benefits; such credit would not be used to meet eligibility requirements for voluntary retirement.

Sec. 14:4 - Life/AD&D Insurances

The City shall provide all full-time bargaining unit employees with fully paid life insurance coverage of \$25,000 plus \$10,000 AD&D.

Sec. 14:5 - Legal Service Plan

The City shall provide a Legal Service Plan to all full-time permanent employees based on the cost of two cents (\$.02/hr.) through the term of this agreement. A copy of this plan shall be made available to members of the Union.

Sec. 14:6 - Bi-Annual Physicals

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

The scope of the physical examination shall be determined by the City, but will include such items as: basic physical exam, Chem 24 blood evaluation, choice of x-ray or pulmonary function, and EKG to be given after baseline on a medically determined schedule.

If illegal drugs or alcohol are detected, the employee may be required to take rehabilitation care through the Employee's Assistance Program or a program of the employee's own choice.

Sec. 14:7 - ICMA Deferred Compensation Plan

Effective 7/1/84, an employee may elect to participate in the ICMA Deferred Compensation Plan, with his own contribution, based on rules and regulations of ICMA.

The offering of this or any other deferred compensation plan is at the sole discretion of the City, and does not obligate the City to any funding or contribution of any kind.

ARTICLE 15

WAGES, LONGEVITY, COST OF LIVING, STAND-BY PAY

Sec. 15:1 - Wages

- a. Permanent full-time employees shall receive wage increases as follows: 1/1/90 = \$0; 1/1/91 = \$.25 and 1/1/92 = \$.25
- b. Current wage rates of school crossing guards shall be frozen for the duration of this Agreement. The wage rate for persons hired as school crossing guards after 1/1/90 shall be \$5 per hour.

Sec. 15:2 - Longevity

- a. In addition to regular compensation, employees hired prior to 1/1/90, shall receive longevity pay as listed below:

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

Longevity shall be computed on the basis of a ceiling maximum of fifteen thousand dollars (\$15,000) times the above appropriate percentage divided by 2080 hours.

- b. Employees hired after 1/1/90, shall not be eligible for longevity pay.

Sec. 15:3 - Cost of Living

COLA will be frozen for the term of this Agreement.

Salary wage rates shall be adjusted the first full pay after 7/1/79, 1/1/80, 7/1/80, 1/1/81, 7/1/81 and 1/1/82, to reflect the changes in the Consumer Price Index for all items as established by the U.S. Department of Labor, determined by one cent (\$.01) per hour per year for each change of .4 in the Consumer Price Index for the six (6) month period ending with the preceding November or May. Said increases to be effective the first full pay period after the above dates.

Cost of Living adjustment will be unlimited with the provisions that if the rise in the cost of living does not result in adjustments of thirty cents (\$.30) over the period of one year, the City will make up the difference.

For the purpose of this section, it is understood that the 1967 Cost of Living Index is to be used.

Sec. 15:4 - Stand-by Pay

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

- a. A full holiday shall run from midnight to midnight; one-half holiday from twelve noon through twelve midnight.
- b. Stand-by compensation, Monday through Friday, shall be at the rate of two hours pay for every sixteen (16) hours stand-by.
- c. Stand-by compensation for Saturdays, Sundays and holidays shall be at the rate of three (3) hours for every twenty-four (24) hours of stand-by.

Sec. 15:5 - Hours of Employment

Normal hours for City employees are eight (8) hours to be set as follows, but are subject to change by department head decision:

First shift starting 7:30 a.m. to 3:30 p.m.
Second shift starting 3:30 p.m. to 11:30 p.m.
Third shift starting 11:30 p.m. to 7:30 a.m.

In the event of a time change (from EST to DST, etc.) no overtime is to be paid to the employees, nor any time deducted, but they shall be paid as if they had worked a regular shift.

Sec. 15:6 - Premium Pay

All employees will receive a fifteen (\$.15) cent and twenty (\$.20) cent differential on second and third shift respectively.

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

Sec. 15:7 - Certification Pay

Effective 1/1/86, employees maintaining a job related, State of Michigan license that is recognized by the City shall receive certification pay according to the following schedule:

<u>Water</u> <u>Distribution</u>	<u>Wastewater</u>	<u>P&P</u>	<u>Assessing</u>
S-1 = 35¢	A = 35¢	F-1 = 35¢	Level IV = 35¢
S-2 = 20¢	B = 20¢	F-2 = 20¢	Level III = 20¢
S-3 = 15¢	C = 15¢	F-3 = 15¢	Level II = 15¢
S-4 = 10¢	D = 10¢	F-4 = 10¢	Level I = 10¢

Sec. 15:8 - Jury Duty/Witness Fees

Any employee who serves as a juror or witness (or is subpoenaed by a governmental agency) in any court shall receive full pay from the City upon paying his jury or witness fee to the city treasurer.

Sec. 15:9 - Recall Pay

Any employee required to return to work outside of his regularly scheduled hours shall receive a minimum of one and one-half (1 1/2) hours pay at overtime rates. This does not apply to overtime on a regular day's employment, whether the result of holding over a job or being called in early, but the employee shall be paid overtime for his actual overtime. It is understood that when an employee agrees to change shifts, it will not constitute a recall.

Shift operators shall not receive recall pay for working on Sundays, but shall receive said recall pay for working on holidays.

Where a shift operator has worked a regular full shift and he is called back on his second and fourth day off, it shall be considered the equivalent of a Sunday and he shall receive recall pay of double time. If he is called back on any other day off, it shall be considered the equivalent of a Saturday, and he shall receive recall pay of time and one half.

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

Sec. 15:10 - Meter Readers/Mileage Allowance

Employees classified as meter readers shall be entitled to a mileage allowance of \$65 per month.

Sec. 15:11 - Assignments of Work out of Classification

An employee may be temporarily assigned work out of his classification for the convenience of the department. If such work is of a job classification with a different pay, the employee shall be paid at the job rate for the period of time (in excess of one hour) worked at the other job classification. (10% of assigned employee's base pay)

Sec. 15:12 - Temporary Employees

Subject to the terms and conditions of this section, the City shall be allowed to hire employees as temporary replacements or to use contracted services to fill bargaining unit positions that are temporarily vacant. However, the City shall not fill vacant bargaining unit positions with temporary replacement for periods in excess of one year without written consent from the union president.

Generally, it is agreed that temporary replacements will be used for, but not limited to, the following examples: covering maternity leave, extended sick leaves, workers' compensation leave, emergency, unexpected or unscheduled temporary bargaining unit vacancies.

The intent and purpose of this clause is to provide the city with the necessary flexibility to immediately fill vacancies without hiring unneeded permanent replacements. It is also understood and agreed that bargaining unit membership and the integrity of the bargaining unit shall not be eroded by this clause.

ARTICLE 16

REST PERIODS, EMERGENCY MEALS, UNIFORMS

Sec 16:1 - Rest Periods

All employees working an eight (8) hour shift shall be entitled to two (2) rest periods per shift, excluding lunch period. These periods shall be taken one before and one after lunch.

Length of the rest period shall be fifteen (15) minutes per period. Field employees' rest periods are to be regulated (except that there shall be two (2) periods of fifteen (15) minutes each) by their foreman.

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

For Water Distribution employees, these people would eat during their breaks and the wash-up time at the end of the day would be eliminated. They would be provided adequate time to bring in the trucks and lock up tools. The lunch break would be eliminated and these employees would be allowed to leave at 4 p.m.

Sec. 16:2 - Meals

The city will pay a maximum of \$4 per meal, or in lieu thereof, where overtime is worked under one of the following conditions:

1. Employees are required to report for work one and one-half (1 1/2) hours immediately preceding their regular report time.
2. Employees who are required to work overtime will receive meal allowance at four (4) hour intervals. Those employees who work less than four (4) hours, but two (2) hours or more will receive one (1) meal.
3. If a shift employee is required to work overtime, with prior notice, the employee would be entitled to one (1) meal only.
4. If an employee works on his first or second day off for eight (8) hours, he will be entitled to one (1) meal only.

Employees not electing to obtain a meal will also receive the earned meal allowance with said allowance to be paid on a monthly basis. The City agrees to reinstate paid lunch hour for employees working emergency overtime for snow removal and or water breaks.

Sec. 16:3 - Uniforms

Uniforms will be provided to the members of the bargaining unit with the following exceptions: city hall personnel (non-maintenance and non-custodians), bridge tenders, inspectors, school crossing guards and dispatchers.

Uniforms will be provided to those employees who elect to receive them. If an employee elects to receive a uniform, he will be required to wear them. If an employee elects not to receive uniforms, he will be required to wear appropriate work clothes.

New employees will be furnished three (3) sets of uniforms upon completion of their probationary period. Uniforms for present employees will be replaced at two (2) per year.

Carharts shall be furnished to field employees. Waterproof boots will continue to be furnished to water and sewer department field employees.

ARTICLE 17

OVERTIME HOURS

Sec. 17:1 - Overtime

Overtime rates shall be paid for hours over regular employment. Overtime shall be any hours of employment over forty (40) hours per calendar week. Pay at the overtime rate shall also be paid for hours over eight (8) hours within any twenty-four (24) hour period, except that overtime shall not be paid for shift rotation provided off time if at least eight (8) hours occurs between the shifts to shift workers or relief operators in any twenty-four (24) hour operation. Hours paid for at the overtime rate, or while on leave of any type, including time spent as a juror or witness shall not be used in computing whether an employee has worked a forty (40) hour week. The rate for overtime shall be one and one-half the regular rate of pay.

An employee who works over the sixteen (16) hours in a twenty (24) hour period, after the sixteen (16) hours, will be paid double time. A twenty-four (24) period is determined as the beginning of that period being either the start of the last scheduled work day or the start of the overtime period. However, in no event shall any two (2) twenty-four (24) hour periods overlap. All hours actually working during the twenty-four (24) period will be totalled. Employees required to report for work eight (8) or more hours before the start of a scheduled work day will normally be released after the emergency situation is corrected, or after the completion of sixteen (16) hours of work in the twenty-four (24) hour period, whichever is later. A scheduled work period remaining after release will be compensated at the normal rate of pay.

Sec. 17:2 - Sundays and Holidays

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

Sec. 17:3 - Equalization of Overtime

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

The City shall have the right to select the individual who works as dispatcher if he is unavailable.

Sec. 17:4 - Swing Shift Employees

For the purpose of this section, time worked on holidays up to eight (8) hours by employees normally working on holidays, i.e. swing shift employees, dispatcher, relief operator and twenty-four (24) hour operations shall not be considered overtime.

Sec. 17:5 - Compensatory Time

Compensatory time equal to the number of straight time hours worked shall be allowed for City Hall employees required to attend night meetings.

ARTICLE 18

DISCHARGE AND DISCIPLINE INVOLVING TIME OFF

Sec. 18:1 - Discharge/Steward Notification

The City agrees that upon discharge or discipline of an employee, to notify in writing, the steward of the department involved. The employee will be allowed to discuss the discharge or discipline with the steward of the department, and the department head will make available an area where this may be done before the employee is required to leave the property of the City.

Sec. 18:2 - Disciplinary Action/Three year Limit

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

Sec. 18:3 - City Rules and Regulations

The present rules and regulations of the City: Section A - General Provisions and Section B - General Working Rules, and as amended through future negotiations between the Union and the City, are hereby included into this Agreement; however, the Agreement will govern where there is a conflict between the Rules and Regulations and the Agreement. Before a working rule and/or personnel policy is formulated on a departmental basis, it shall be discussed with the Union.

Sec. 18:4 - Disciplinary Action/Temporary Supervisor

A bargaining unit employee filing in temporarily for an absent supervisor shall not be obligated to issue disciplinary action against another Local #542 employee. The situation and details shall, however, be immediately and directly reported to the department head.

ARTICLE 19

WORK PERFORMED BY SUPERVISION

Supervisors shall be permitted to perform bargaining unit work in the following instances:

1. In emergency or where regular employees are not available.
2. To instruct or train employees.
3. To do experimental work on a new job or equipment.
4. To fill personnel shortages caused by employees who are absent.

ARTICLE 20

SEVERABILITY

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

ARTICLE 21

AUTHORITY OF MANAGER

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 22

WAIVER

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of the right and opportunity are set forth in this Agreement.

Therefore, the City and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge and contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

ARTICLE 23

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 (a) above is not applicable or enforceable in any way to any bargaining unit employee hired prior to July 1, 1982.
- c) All employees in the bargaining unit hired prior to July 1, 1982, shall 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 residency 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 have his employment terminated.

ARTICLE 24

WORKING CONDITIONS AND SAFETY

Sec. 24:1 - Working Conditions

The City of Bay City (the city manager and his designated representatives) will make every effort to make working in the City of Bay City a safe and accident free environment. To that objective, the City of Bay City commits to its employees a safe place to work and will see that all employees make working safely a top priority.

All employees will be held accountable for the daily safety performance on the job and for using prescribed safety equipment.

Any employee involved in any accident shall immediately report said accident to his superior and any physical injury sustained therein in accordance with the existing department work rules.

Sec. 24:2 - Safety Equipment

Each employee shall be responsible for the cost of replacing lost or stolen safety equipment and clothing provided by the City.

Sec. 24:3 - Safety Glasses

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

Single vision prescription and frame	\$15.40 ⁹⁰
Bi-focal prescription and frame	\$27.45 ⁹⁵
Tri-focal prescription and frame	\$35.45 ⁹⁵

The employee must be in a job that requires the wearing of safety eyewear per MIOSHA regulations, and all eyewear must meet federal (ANSI Z87.1) standards. The City contribution is limited to the items and amounts above, and all other items or costs shall be paid by the employee.

ARTICLE 25

COPIES OF AGREEMENT

The City shall provide the Union with 50 copies of this Agreement; 8 1/2 x 11 size stationary.

ARTICLE 26

DURATION and MODIFICATION

The Agreement shall continue in full force and effect through December 31, 1992. Modification of this Agreement, except for economic items, may be accomplished by mutual consent of both parties hereto during the term of this Agreement.

The parties agree to undertake negotiations for a new Agreement for succeeding period according to the following timetable of 1992:

- a) Submission of Union and City demands: September 15
- b) Negotiations to start: October 1
- c) Desired conclusion of negotiations: December 15

This Agreement was ratified by a vote of U.W.U.A. Local #542 on October 9, 1990, at the City of Bay City.

Sara J. Lodewyk
 Witness Sara J. Lodewyk

Janet E. Schafer
 Witness Janet E. Schafer

Lynn J. Schafer
 Lynn J. Schafer, President

T. H. Winstall
 U.W.U.A. National Representative

Pat VanTol
 Pat VanTol

Michael Grumbley
 Michael Grumbley

Michael Davis
 Michael Davis

Steven Moore
 Steven Moore

Approved and adopted by general resolution of the Bay City Commission at a formal meeting held at the City of Bay City on November 19, 1990.

Pamela Jo Bohn
 Witness Pamela Jo Bohn

Carolyn A. McDonough
 Witness Carolyn A. McDonough

Mary L. Donnelly
 Mary L. Donnelly, Mayor

Connie M. Deford
 Connie Deford, City Clerk

APPROVED AS TO SUBSTANCE:

David D. Barnes
 David D. Barnes, City Manager

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

Alex Peterson
 Alex Peterson, Dir. DPW/Water Util.

APPROVED AS TO FORM:

William Allsopp
 William Allsopp, City Attorney