

COLLECTIVE BARGAINING AGREEMENT



Between the

CITY OF BAY CITY, MICHIGAN

and

TEAMSTERS STATE, COUNTY & MUNICIPAL WORKERS
LOCAL #214, NON-SUPERVISORY-UNIT

Effective: 7/1/2015 - 12/31/2018

**TEAMSTERS STATE, COUNTY, & MUNICIPAL WORKERS
LOCAL 214 – Non-Supervisory Unit**

Effective July 1, 2015 – December 31, 2018

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**COLLECTIVE BARGAINING AGREEMENT
CITY OF BAY CITY AND TEAMSTERS LOCAL 214 - NON-SUPERVISORY UNIT
7/1/2015 - 12/31/2018**

This Agreement is entered into pursuant to the authority of Act 337 of the Public Acts of 1947, as amended, between the City of Bay City, a Municipal Corporation of the State of Michigan, hereinafter referred to as the "City", and Teamsters State, County & Municipal Workers Local #214, affiliated with the International Brotherhood of Teamsters, a non-profit organization within the scope and meaning of the above Act, as amended, hereinafter referred to as the "Union".

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

PREAMBLE

It is the general purpose of this Agreement to promote the mutual interest of the City and its employees and to provide for the operation of the services provided by the City of Bay City under methods which will further, to the fullest extent possible, the safety of the employees, economy and efficiency of operation, elimination of waste, realization of maximum quantity and quality of output, cleanliness, protection of the property and avoidance of interruptions to service. The parties to this Agreement will cooperate fully to secure the advancement and achievement of these purposes. It is further recognized that it is in the best interests of the City and the Union and their respective representatives at all levels that all dealings pursuant to the Agreement continue to be characterized by fairness, good faith and in the spirit of mutual respect for the duties and responsibilities which each party has in serving the public good.

NON-DISCRIMINATION

The parties to this Agreement hereby agree that they shall not discriminate against any employee covered by this Agreement because of age, race, sex, color, religion, national origin, handicap, membership or non-membership in any labor organization.

The parties recognize that employees shall not be unlawfully interfered with, discriminated against, restrained or coerced because of their membership or non-membership in the Union or by exercise of their legal right.

**ARTICLE 1
DEFINITIONS**

Section 1:1 - Union

The "Union" shall be defined as the officer, representative, and members of the Teamsters State, County & Municipal Workers Local 214, a non-profit labor organization, within the scope and meaning of Act 336 of the Public Acts of 1947, as amended.

Section 1:2 -City

The "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.

Section 1:3 – Regular Full-time Employee

A regular full-time employee shall be defined as an employee who works the City's normal workweek.

Section 1:4 – Regular Part-time Employee

A regular part-time employee shall be defined as an employee who works less than a normal work week.

Section 1:5 – Temporary Employee

A "temporary employee" shall be defined as any employee(s) or contracted agency service(s) retained to fill temporarily vacant Bargaining Unit positions. Subject to the terms and conditions of this Section, the City shall be allowed to retain temporary workers or to use contracted agency services to fill bargaining unit positions that are temporarily vacant. However, the City shall not fill vacant bargaining unit positions with temporary workers for periods in excess of six (6) months without the express written consent of the Union.

The City shall notify the Union, in writing and within ten (10) working days after the placement of any temporary worker, of the name, date retained, and the assigned department and position.

Temporary workers will be used for the following examples: covering maternity leave; extended sick leave; Workers' Disability 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.

Temporary employees are not subject to the terms of this Agreement except as expressly provided herein.

Section 1:6 – Seasonal Employee

A seasonal employee shall be defined as those persons hired for work caused by seasonal change. The City may retain seasonal employees for up to seven (7) months, unless the parties agree, in writing, to extend such periods of employment. Generally, the term of seasonal employment shall be from April 1st through November 1st. Seasonal employees are not to be used to fill Bargaining Unit positions. The City will make available, upon request, an up-to-date list of all seasonal employees. Seasonal employees are not subject to this Agreement, except as expressly provided herein.

Section 1:7 – Irregular Employees

The intent and purpose of this clause is to provide the City with the necessary flexibility to augment the permanent workforce with supplementary help to perform work that is more than usual or necessary for the City to function adequately without hiring unneeded permanent replacements.

Irregular employees (i.e., irregular extra-help, irregular part-time help, free help, etc.) are those persons retained by the City (either directly, or by contract, or through an educational institution, or a state, federal or locally funded employment and/or learning program, or an employment contracting agency) to perform work that is more than usual or necessary for the City to function adequately and are not to be used to fill bargaining unit positions and/or vacancies.

Irregular employees shall not exceed a normal forty (40) hour work week, and work is to be performed only during normal regularly scheduled work days/hours of the department into which s/he is placed, and length of employment is limited to six (6) continuous months.

The City will make available, upon request, an up-to-date list of all supplementary help. Irregular employees are not subject to the terms of this Agreement, except as expressly provided herein.

Section 1:8 - Emergency

"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.

**ARTICLE 2
RECOGNITION**

Section 2:1- 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 all regular full-time employees in the hereinafter defined bargaining unit as certified in MERC Case #R03 H-112 (Unit 2) and listed in Appendix A for the purpose of collective bargaining in respect to rates of pay, wages, hours, terms of employment or other conditions of employment.

Section 2:2 - Aid to Other Unions

The City agrees that it will not negotiate with any other union, individual, or group of individuals concerning wages, hours, or terms and conditions of work affecting members of this bargaining unit as long as this Union is the legally designated representative.

**ARTICLE 3
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 function 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, or layoff employees, or transfer 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 this 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 employees.

Management shall have all other rights and prerogatives that are not in conflict with any of the prerogatives of this Agreement and no management right shall be exercised in violation of any of the provisions of this Agreement.

The Union recognizes the City's right to contract or subcontract bargaining unit work to non-bargaining unit persons or entities, provided, however that such contracting or subcontracting of bargaining workers' services shall not result in lay-off of bargaining unit employees from their present classifications in the bargaining unit or reduce their normally scheduled work hours.

Contracted or subcontracted bargaining unit work or services may, in the City's discretion, be either increased or decreased provided it does not cause bargaining unit employees to be laid-off from their present classifications or reduce their normally scheduled work hours.

ARTICLE 4 UNION SECURITY

Section 4:1- Union Membership

Membership in the Union is not compulsory. All employees have the right to join, not join, maintain or drop their membership in the Union as they see fit. The Union recognizes, however, that it is required under this Agreement to represent all employees included within the bargaining unit without regard to whether or not the employee is a member of the Union.

Section 4:2 - Checkoff

- A. During the life of this Agreement, the City agrees to deduct Union membership dues and initiation fees from the pay of each employee who executes and files with the City a proper check-off authorization form which shall be used exclusively and shall be supplied by the Union.
- B. Dues and initiation fees will be authorized, levied and certified by the Secretary - Treasurer in accordance with the Constitution and By-Laws of the Union.
- C. The City agrees, during the period of this Agreement, to provide this check-off service without charge to the Union.
- D. A properly executed copy of the written check-off authorization form for each employee for whom dues, and initiation fees are to be deducted hereunder shall be delivered to the City before any payroll deductions are made. Any written authorization which lacks the employee's signature will be returned to the Union by the City.

- E. Deductions for dues, initiation and service fees for any calendar month shall be made from the first (1st) pay period of that month, provided the employee has sufficient net earnings to cover the dues and/or initiation fees. In the event an employee is absent from work during the first (1st) pay period, such deductions shall be made the following month together with the deduction for the current month. Deductions for any calendar month shall be remitted to the designated Secretary-Treasurer of the Local Union.
- F. In cases where a deduction is made which duplicates a payment already made to the Union by an employee, or where a deduction is not in conformity with the provisions of the Union Constitution and By-Laws, refunds to the employee will be made by the Union.
- G. The Union shall notify the City in writing of the proper amount of dues, initiation and service fees and any subsequent changes in such amounts.
- H. The City shall not be liable to the Union by reason of the requirements of this Section of the Agreement for the remittance or payment of any sum other than that constituting actual deductions made from employee wages and the Union agrees to indemnify and to hold the City harmless for any and all claims arising out of its agreement to deduct dues and initiation fees.
- I. If direct deposit capabilities should become available during the life of this Agreement, arrangements will be made for it to be utilized for check-off fees.

ARTICLE 5 BARGAINING COMMITTEE

The bargaining committee of the Union shall include not more than two (2) employees and one (1) alternate employee of the City who are covered by the Agreement and who are members of the Union. The Bargaining Committee may also include not more than two (2) non-employee representatives of the Union. The Union 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, if possible.

Employee members of the Bargaining Committee will be paid straight time by the City for time spent in negotiation sessions during normal work periods. Should negotiations extend beyond an employee's regular working hours, it shall be unpaid. For the purpose of computing overtime, time spent in negotiations during normal work hours shall be considered hours worked, to the extent of the regular work schedule which otherwise would have been worked by the bargaining committee employee.

ARTICLE 6 UNION REPRESENTATION

The parties agree that the Union may have two (2) Stewards and one (1) Alternate Steward. Stewards shall be responsible for the investigation and processing of grievances, representing employees in the disciplinary process, and attending meetings as mutually requested by the parties. Stewards and Alternate Stewards shall perform these duties without loss of pay according to Section 7:3, and Section 9:1 of this Agreement. Alternate Stewards shall act only in the absence of Stewards.

There will be no discrimination of an employee because of duties as a Steward or bargaining committee member.

In the event of a labor relations dispute between an employee and supervision, the employee has the right to request union representation.

ARTICLE 7 GRIEVANCE AND GRIEVANCE PROCEDURE

Section 7:1 - Purpose of Grievance

The purpose of the grievance procedure shall be to provide a method for complaints to be voiced in an orderly manner such that the proper authority can resolve such matters fairly and in a timely manner.

Section 7:2 - Definition of Grievance

A grievance shall be defined as any dispute regarding the meaning, interpretation, application or alleged violation of the terms and provisions of this Agreement.

Section 7:3 - Grievance Investigation

In an effort to avoid unnecessary grievances, the Union Steward and potential grievant shall be provided up to two (2) hours, with pay, to investigate grievances. This time off (including the time of departure and return) shall be arranged in advance with the Director of Human Resources or designee and shall be granted as scheduling and job requirements permit. To clarify said understanding, the Union shall submit, in writing to the Director of Human Resources, or his designee, the request for time off. That said request shall identify the possible grievance for which it is investigating. If this time to investigate is substantially delayed (two or more days) or denied, the time limits, upon request by the Union shall be extended in writing concurrently by the parties.

Section 7:4 - Union Representation for a Grievance

In the event of a meeting which could lead to discipline or discharge, or a labor relations dispute between an employee and supervision, the employee has the right to request Union representation.

Section 7:5 - Presentation of a Grievance

An employee shall present a grievance: (a) either through a designated Union representative, or (b) through his own presentation, provided that he bargaining representative has been given the opportunity to be present.

Section 7:6 - Modification of Agreement Prohibited

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

Section 7:7 - Grievance Procedure

An employee shall present a grievance as follows:

A. Step 1 - Department Manager or Division Director

- a. A grievance may be filed on behalf of one or more employees (or on its own behalf) and will be submitted in writing to the department manager or division director involved within fifteen (15) working day of the occurrence or omission giving rise to the grievance or the grievance shall be considered dropped.
- b. The department manager or division director shall reply in writing within fifteen (15) working days thereafter. If no reply is received from the department manager or division director within the prescribed time limit, the grievance shall be deemed settled in the employee's or Union's behalf. In an effort to expedite grievance resolution, any grievance resolved at Step 1 shall be considered non-precedent setting.

B. Step 2 - Director of Human Resources

- a. If the department manager or division director's answer is unsatisfactory, the Union may request a Step 2 meeting, in writing, with the Director of Human Resources or designee within fifteen (15) working days of the department manager or division director's disposition or the grievance shall be considered dropped.
- b. A meeting between the Director of Human Resources and the Union shall be arranged within fifteen (15) working days of receipt of a grievance by the Director of Human Resources unless mutually extended, in writing. The Union may meet for fifteen (15) minutes immediately prior to the joint meeting. The Director of Human Resources or designee shall provide his/her written response within fifteen (15) working days of the meeting unless mutually extended, in writing. Step 1 and Step 2 processing shall include dates received and dates issued.

C. Step 3 - City Manager

- a. If the answer of the Director of Human Resources is unsatisfactory to the employee, the Union may request a Step 3 meeting, in writing, with the City Manager or his designee. Such appeal shall be within fifteen (15) working days of the Step 2 answer or the grievance shall be considered dropped.
- b. The City Manager or designee shall meet with the Union's Business Representative, Steward and aggrieved employee within fifteen (15) working days of the presentation of the appeal, unless mutually extended, in writing. The Steward and aggrieved employee may attend the meeting without loss of pay. The Union may meet for thirty (30) minutes immediately prior to the joint meeting.
- c. The City shall provide its written response to the grievance within fifteen (15) working days of the meeting unless mutually extended, in writing.

E. Step 4 - Mediation/Arbitration

- a. If the grievance is not satisfactorily adjusted in Step 3, the parties may mutually agree to submit the grievance to non-binding mediation and extend the timelines of the grievance procedure.
- b. If the grievance is not satisfactorily adjusted in Step 3 or mediation is selected within the time provided, unless mutually extended, in writing, the Union shall notify the City, in writing, within fifteen (15) working days following step three (3) or mediation of its intent to submit the grievance to Local 214's internal Grievance Panel for disposition, or the grievance shall be considered dropped. Following Local 214's internal Grievance Panel meeting, the City shall be notified of the Panel's decision and of its intent to arbitrate, if applicable.

The Union shall file its demand for arbitration within forty-five (45) calendar days of its original notice to refer the matter to its internal Grievance Panel or the demand for arbitration shall be considered dropped. Arbitration shall be selected through the Federal Mediation and Conciliation Service (FMCS). The arbitrator shall be selected from the panel of arbitrators proposed by FMCS within thirty (30) calendar days.

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 the arbitrator shall not have the power to alter or modify the terms of this Agreement. There shall be no appeal from an Arbitrator's decision. It shall be final and binding on the Union, on all bargaining unit employees, and on the City.

The City and the Union agree to share equally the expenses of the arbitrator.

Section 7:8 - Expedited Grievance Procedure

The Union shall have the right to initiate a grievance at Step 3 of the Grievance Procedure for discharge or suspension without pay of an employee, or as mutually agreed by submitting the grievance directly to the City Manager, with a letter of appeal. A meeting shall take place within ten (10) working days of receipt of the appeal, unless extended by mutual agreement in writing. An answer shall be forwarded by the City Manager and/or his designated representative to the Union and Steward within ten (10) normal working days of the meeting.

If the answer of the City Manager and/or his designated representative is unsatisfactory to the Union, both parties agree that the Union may invoke Step 4 of the Grievance Procedure as outlined above.

Section 7:9 - By-Pass Grievance Steps

The parties may mutually agree to by-pass any step.

Section 7:10 - Failure to Appeal/Respond to a Grievance

Failure on the part of the Union to appeal the City's answer within the time limits as set forth in this Article shall be construed as the Union's acceptance of the City's last answer, and the grievance shall be considered closed.

Failure on the part of the City to comply with the time limits shall be construed as in favor of the Union, and the grievance shall be awarded to the Union.

Section 7:11 - Grievance Time Limits

All time limits may be extended by mutual agreement.

Section 7:12 – Grievance Meetings

Grievance meetings between the City and the Union shall be with pay. Should the meeting extend beyond an employee's regular working hours, it shall be without pay. The following maximum number of bargaining unit employees may attend with pay:

- First Step: aggrieved and one (1) union representative
- Second Step: aggrieved and one (1) union representative
- Third Step: aggrieved and one (1) union representative
- Fourth Step: aggrieved and two (2) union representatives

Section 7:13 - Copies of Grievance Related Material

The City would relinquish and provide, on a reasonable and timely basis and without charge, any relevant information requested by representatives of the union in the representation of a grievant or grievance and which is available and accessible to the City and allowable by law. To clarify said understanding the Union shall submit, in writing, the request to the Director of Human Resources. That request shall identify the possible grievance and issue for which it is requesting the information. The City of Bay City, thereafter shall, on a reasonable and timely basis, and ordinarily within five (5) work days, respond to said request for information.

Section 7: 14 - Grievance/Election of Remedies

If an employee elects to utilize the Grievance Procedure provided for in this Agreement, and subsequently elects to utilize any available administrative or statutory scheme or procedure, such as, but not limited to a Veteran's preference hearing, civil rights hearing, or Department of Labor hearing, said grievance shall be held in abeyance until the administrative or statutory scheme or procedure has been concluded. The City agrees to notify the Union of the conclusion of any administrative or statutory scheme.

**ARTICLE 8
DISCIPLINE AND DISCHARGE**

Section 8:1 - Just Cause/Progressive Discipline

The City shall not discipline, suspend or discharge any employee for disciplinary reasons except for just cause. It is mutually agreed that progressive, corrective discipline for minor offenses should be employed and therefore the employee shall first receive an oral and a written warning notice before more severe discipline is issued. The Union acknowledges, however, that a warning notice, whether verbal or written need not be issued first for major infractions as defined by the City's Rules and Regulations resulting in suspension or discharge.

A written Counseling Memorandum is not considered discipline and is not subject to the grievance process or Arbitration.

Section 8:2 - Notification of Discipline/Discharge

The City agrees to provide written notice to the Steward involved upon discipline, and to the Steward and Union upon suspension or discharge of an employee, citing specific charges against such employee in all cases.

The City further agrees that the employee will be allowed to discuss the discipline, suspension, or discharge with the Steward, 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 unless the employee is unruly or is a threat to other employees.

Section 8:3- Disciplinary Action/Time Limit

The City will adhere to a policy of progressive discipline excepting egregious acts of misconduct or criminal conduct that warrants termination. 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 two (2) years previously.

Section 8:4 - No Disciplinary Layoff

The City agrees that it will not lay off an employee for disciplinary reasons.

**ARTICLE 9
SPECIAL CONFERENCES**

Special conferences for important matters of mutual concern not being processed as a grievance under this Agreement will be arranged between the City, Union Business Representative and Stewards, and any outside parties requested to attend. Stewards will be allowed to attend without loss of pay. Arrangements for such conferences shall be made in advance and shall be limited to the agenda presented when such arrangements are made. It is expressly understood that these special conferences shall not be for the purpose of conducting collective negotiations.

**ARTICLE 10
SENIORITY**

Section 10:1 - Seniority Definitions and Uses

City wide seniority shall be defined as the length of continuous employment with the City of Bay City commencing on the employee's last date of hire with the City, and shall be used to determine benefit levels. Bargaining unit seniority shall be defined as the length of continuous employment in the bargaining unit commencing with the last date of hire in the bargaining unit and shall be used for layoff and recall, promotions, lateral transfers and vacation disputes. Bargaining unit seniority for bargaining unit employees working in the bargaining unit on the date of ratification of the first contract (April 4, 2005) shall be equal to their current City-wide seniority.

The bargaining unit seniority rights of members of the bargaining unit apply only within the bargaining unit, and bargaining unit 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 City-wide seniority as one of the factors in determining qualifications in accordance with any other applicable collective bargaining agreement.

Section 10:2 - Seniority List

The City will update and post bi-annually, the seniority list showing the employee's name, date of hire, and applicable seniority dates. The seniority list shall be posted on or about February 1 and August 1 of each year to remain posted for that year. The Union and Stewards will be provided with a copy of the seniority list at the time of posting.

In the event of a layoff/job elimination, the City will provide an updated seniority list to the Union, Stewards, and affected bargaining unit employees.

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

Section 10:3 - Seniority of Employees with Same Date of Hire

When more than one (1) employee is hired or transferred on the same date, seniority will be determined by the employee's last four (4) digits in their respective Social Security numbers. The lower the number, the higher the employee would appear on the list.

Section 10:4 - Loss of Seniority

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

- A. Resignation
- B. Discharge
- C. Retirement
- D. If an employee is laid off during the term of this Agreement for a period equivalent to his seniority or for a period of two years, whichever is the lesser.
- E. Seniority shall not be accumulated during leaves of absence over thirty (30) calendar days.

Section 10:5 - Seniority during Discipline/Leaves of Absence

Seniority shall not be accumulated during any disciplinary suspension(s), or during leaves of absence over thirty (30) calendar days.

Section 10:6 - Super Seniority/Stewards

The Stewards shall have super-seniority for purposes of layoff and recall. The Steward with the most Union seniority shall be considered most senior among the Stewards. 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 day of employment with the City, and shall be considered as the employees with the longest seniority date notwithstanding any position on the seniority list, in case of a layoff, so that in the event of a layoff of any type, they shall be continued at work as long as there is a job which they can perform, and they shall be recalled to work, in the event of a layoff, on the first open job which they can perform.

Section 10:7 - Probationary Period

New employees hired in the unit shall be considered as probationary employees for the first six (6) months of their employment. When an employee finishes the probationary period, by accumulating six (6) months of employment s/he shall be placed on the seniority list of the unit and shall rank for seniority from the day six (6) months prior to the day s/he completes the probationary period. There shall be no seniority among probationary employees.

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 without recourse to the Grievance Procedure specified in this Agreement.

During the probationary period, the Union shall represent probationary employees solely for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other specified conditions of employment as set forth in this Agreement, except discharged and disciplined employees for other than Union activity.

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 may be automatically extended in the event the probationary employee is absent from work as a result of a medically verified disability for more than two (2) weeks. The probationary period may be extended upon the mutual agreement of the City and the Union.

Probationary employees may not bid on other jobs until after the successful conclusion of the six (6) month probationary period.

When an employee finishes the probationary period, by accumulating six (6) months of employment s/he shall be placed on the seniority list of the unit as of his/her date of hire, except in the case of an automatic extension due to a medical LOA in which case s/he will be placed on the list from the day six (6) months prior to the day s/he completes the probationary period.

Section 10:8 - Notification of New Employees

The City shall notify the Union Stewards whenever a newly hired full-time or part-time employee is added to the bargaining unit. The notice shall include the employee's name, department or program and job classification and date of hire.

Section 10:9 - Seniority of Veterans

Any employee who is drafted or is "called up" from reservist status to serve in the Armed Forces of the United States shall continue to accrue seniority while in active service.

ARTICLE 11 LAYOFF, BUMPING, RECALL

Section 11:1 - Layoff/Order of Layoff

The word "layoff" means a reduction in the working force due to a lack of funds or lack of work. Layoff shall be in the following order provided that the employees who remain are capable of performing the work available.

1. Irregular employees excluding free help
2. Temporary employees
3. Probationary employees
4. Regular Part-time seniority employees
5. Regular Full-time seniority employees

The first bargaining unit seniority employees to be laid off in the affected classifications shall be those employees with the least amount of bargaining unit seniority.

Section 11:2 - Layoff of Seasonal, Irregular, Temporary or Probationary Employees

No regular employee shall be laid off from any position while any temporary, seasonal, irregular or probationary employee is still employed within the same job classification.

Section 11:3 - Reduction of Hours

If reducing hours is the only feasible means of reducing the work force, the least senior person's hours in the classification affected shall be reduced. In addition, the individual whose hours are reduced shall have the right to displace a less senior person in an equal or lower paying job for which the individual is qualified to perform and has more bargaining seniority.

Section 11:4 - Notice of Layoff

The City shall give two (2) weeks, and when possible three (3) weeks, notice to the affected bargaining unit employee(s) and the Union and Steward of any proposed layoff and such notice shall state the reasons thereof.

Section 11:5 - Notification of Intent to Bump

Upon receipt of written notification of layoff, an employee has forty-eight (48) hours or their next scheduled shift (whichever is greater) to notify the Human Resources Department and the Union in writing of his/her option to bump a less senior employee in lieu of layoff. Provided that the employee is qualified and able to perform the required duties of that classification with an orientation period of not more than twenty (20) work days, and that the employee has more seniority than the employee being replaced.

Section 11:6 - Bumping Procedure

An employee being laid off or displaced in his/her classification, and choosing to bump shall be permitted to move as follows:

- A. To any vacancy within another classification within the same pay level (with the same or more hours of work);
- B. To another position within an equal paying classification occupied by a less senior employee (with the same or more hours of work);
- C. To a vacancy within another classification within a lower pay grade (with the same or more hours of work);
- D. To another position within a classification within a lower pay grade occupied by a less senior employee (with the same or more hours of work);
- E. An employee may bump into a higher classification, only if he has previously held that classification and there is no employee with greater bargaining unit seniority, subject to his ability to perform the duties of that classification.
- F. An employee who has bumping rights as set forth above shall have the right also to accept layoff until recall.

Section 11:7 - City Wide Vacancies

Laid off employees shall be given consideration for City-wide vacancies for which they qualify that may be available or open prior to the external posting process.

Section 11:8 - Placement/Rates of Pay Upon Bumping

An employee who bumps to a classification in a higher or equal pay range shall be placed at the employee's current step level in the applicable pay range. An employee who bumps to a classification in a lower pay range will be placed at the highest step in the range which does not result in an increase in pay.

Section 11:9 - Right to Return to Former Position

An employee who has been laid off or displaced by another employee, and who has chosen to bump in lieu of layoff shall be permitted to return to his/her former position in the event of a vacancy for a period of one (1) year or the length of the employee's seniority at the time of displacement, whichever is shorter.

Section 11:10 - Recall/Order

The order of recalling laid-off employees shall be in reverse order of layoff. Permanent employees to be recalled from layoff shall be called on the basis of required classification and their seniority as herein before provided, and the City shall notify them by certified mail, return receipt requested, of the recall. The employee shall be allowed five (5) 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 respond as directed within the time allowed, five (5) working days, shall be presumed to have resigned and their names shall be removed from the seniority and preferred eligibility list.

Section 11:11 - Recall/Vacancy

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

Section 11:12 - Placement/Rates of Pay Upon Recall

An employee recalled from layoff to the classification from which s/he was laid off from shall be placed at his/her previous pay range and step level of pay, until eligible for a step increase, if applicable. An employee recalled from layoff to a lower classification will be placed at the new pay range at the same step level s/he was receiving at the time of layoff. In the event said employee is later returned to the higher classification from which s/he was laid off, s/he will return to the pay range, and step level, unless said step level is lower in which case s/he shall be placed at the next step in the appropriate pay range that affords an increase.

Section 11:13 - Permanent Reduction

In the event a permanent reduction of any positions in the bargaining unit becomes necessary, the City agrees that:

- A. Written notice of intent to reduce the bargaining unit will be given thirty (30) days prior to such a reduction.
- B. Prior to such reduction in the bargaining unit, the City will meet and discuss the reasons or necessity for such a reduction, if requested by the Union.
- C. 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.

Section 11:14- Electric Utility - Severance Package for Sale/Privatization of Utility

- A. In the event that the City effectuates the privatization and/or sale of the Utility (Bay City Electric Light & Power), the City agrees to provide a severance pay package to the current employees in the Electric Utility Division only if these employees are unable to bump into another bargaining unit position or fail to be rehired by the purchasing entity within thirty days of the execution of the sale. Additionally, this section will be eliminated when these employees are no longer with the Electric Utility or when this language is removed from the Local #482 Collective Bargaining Agreement, whichever occurs first.

- B. The severance pay-out, in lump-sum cash, will be equal to one (1) year total wages based on the most recently completed calendar year. This severance package, shall be discounted by the following factors:

Employees rehired within thirty (30) days of sale but paid a new wage rate:

Of 91 % to 99% of City base wage rate at time of sale equal 20% of total

Of 81 % to 90% of City base wage rate at time of sale equal 40% of total

Of 71 % to 80% of City base wage rate at time of sale equal 60% of total

Of 61 % to 70% of City base wage rate at time of sale equal 80% of total

Of 60% or less of City base wage rate at time of sale equal 100% of total

- C. Further, all employees will receive an additional twenty thousand dollars (\$20,000) lump-sum cash, along with the normal payout of vacation.

**ARTICLE 12
VACANCIES, PROMOTIONS, TRANSFERS, JOB DESCRIPTIONS**

Section 12:1 - Posting of Vacancies/Promotions

Job vacancies within the bargaining unit will be posted for a period of five (5) working days prior to being filled provided the City has at least two (2) weeks notice of vacancy occurring, otherwise, three (3) working days, setting forth the minimum requirements for the position.

Employees who may be interested in applying for a posted vacancy/promotion shall apply for such job(s) to the Human Resources Department via the use of the online Human Resources Information System within the posting period.

Bargaining unit employees shall be given preference over other City employees and external candidates.

The City agrees that when a job vacancy occurs and has been posted within the prescribed time limitations, the City will select the qualified bargaining unit applicant and reclassify the selectee within thirty (30) days unless extenuating circumstances exist and both parties agree to extend the limitations. If no qualified bargaining unit candidate is available from within the unit, the City may select another City employee or hire from outside in which the time limits will be extended.

Section 12:2 - Promotions

A promotion is defined as a position involving a higher rate of pay, or the upgrading of a position which materially increases the responsibilities of that position.

Section 12:3 -Transfers and Demotions

Transfers shall be defined either as a lateral transfer from one department to another, or a move within the same classification from one location to another.

Transfers within the same classification from one location to another will be awarded to the most senior qualified interested bargaining unit employees.

Employees shall not be allowed more than one (1) lateral transfer or demotion per year, providing a vacancy exists.

Section 12:4 - Criteria for Selection

Selection for vacancies, transfers, and promotions within the bargaining unit shall be made on the basis of bargaining unit seniority and qualifications. Qualifications shall be defined as the minimum requirements for the work described in the related job description of a given position. The City has the right to use applicable testing in their selection process. Qualifications may be determined in-part by written and/or performance examinations. If testing is conducted, selection will be the most senior qualified bargaining unit employee who passes the test

The City agrees that it will allow and honor use of previously frozen bargaining unit seniority for purposes of bidding on bargaining unit job openings. Frozen seniority is defined as seniority previously earned in a bargaining unit position and held by an employee not currently in a bargaining unit position.

Section 12:5 - Trial Period

The employee awarded the position shall be granted a trial period of up to six (6) months to further determine his ability to perform the job. At any time during the trial period, the employee may request to revert back to his former classification, if open, without loss of seniority or pay.

If the City deems the employee 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 of the grievance procedure. However, in the event that the employee is returned to the former department and/or classification in accordance with this provision, said employee will be reinstated to his/her former position and department, without loss of seniority, including that which s/he would have accumulated during the trial period. Any employee who is returned to a former position under this provision shall receive the rate of pay/s/he would have been eligible to receive had s/he not been promoted.

A promoted employee serving a trial period in a new position shall be entitled to receive any scheduled general wage increase, but shall not receive any step increase that might have occurred from the prior position until such time as a step increase is warranted in the new position according to the terms of the step scale.

This section will not prevent an employee from bidding on or being awarded other jobs that may arise during the trial period.

Section 12:6 - Pay Status Placement

Movement of an employee from one position to another shall affect the pay rate of the employee, as follows:

- A. If an employee is moved into a position with the same pay range, the employee's rate shall remain unchanged.
- B. In the event an employee is promoted, the employee shall be placed at the lowest rate of pay in the higher range which reflects an increase from the employee's current rate of pay in the former range.
- C. If an employee voluntarily moves to a position with a lower pay range, the employee shall be paid in accordance with the new pay range, but will retain his/her previous step level.
- D. If an employee's position is reclassified to a higher pay range, s/he shall be placed in the new range at the lowest pay rate that results in an increase to the employee, provided that the employee will receive at least the beginning rate of pay of the reclassified range. Thereafter, the employee shall receive step increases in the new range according to the terms of the step scale for that range.
- E. If an employee's position is reclassified to a lower pay grade, the employee's salary shall remain frozen at the current pay rate, and will increase to the appropriate step level of the new pay range when the new rate equals or exceeds the frozen rate.

Section 12:7 - Job Descriptions

Whenever the City establishes a new classification or modifies an existing classification within the collective bargaining unit, the Union's Business Representative shall be provided with a copy of the job description and the rate of pay assigned to the classification. The Union shall have ten (10) working days from receipt of such notification to object to the assigned rate. If no objection is filed with the City's Director of Human Resources within this period of time, the rate shall be deemed to be permanent. Should the Union timely object to the rate of pay assigned to a new classification, representatives of the City and the Union shall meet within ten (10) working days, unless otherwise mutually agreed, to negotiate the pay rate. If the parties are unable to agree on the rate, it shall be subject to Mediation.

ARTICLE 13 SICK LEAVE

Section 13:1 - Sick Leave

- A. A regular full-time employee shall be entitled to 6.67 hours of paid sick leave per month of active service beginning on his/her initial day of employment with unlimited accumulation. A month of active service is completed when the employee has been compensated for ten (10) days in a given month.
- B. Any employee who is on sick leave shall be entitled to all fringe benefits as if they were working, but shall not accrue vacation days or personal holidays for such period of sick time use, which extends beyond sixty (60) working days.
- C. Sick Leave shall be computed at the rate of time used in increments of not less than one-half (1/2) hour.

- D. Each work group shall have a notification procedure designating an individual to be notified in cases of illness. An employee shall notify the designated person by phone or voice mail before the start of the workday. In cases of emergency, notification shall be as soon as possible.
- E. 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 and/or be subject to examination by the City-selected physician at the City's cost.

Section 13:2 - 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, or is suspected of abuse of sick leave, such employee may be required to furnish a doctor's certificate or statement verifying such illness or whereabouts at the time contacted.

Section 13:3 - Sick Leave/Workers' Disability 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 Workers' Disability Compensation Act, employee may use his/her accumulated sick leave benefits. If employee is later awarded workers' disability compensation benefits, the employee will reimburse the City for sick leave used for such period.

Section 13:4 - Sick Leave/Family

Five (5) days of accumulated sick leave per calendar year may be used by the employee for family sickness. Family shall be as defined by the Family and Medical Leave Act.

**ARTICLE 14
LEAVES OF ABSENCE**

Section 14:1 - General Leaves of Absence

Leaves of absence without pay may be granted to full-time permanent employees when recommended by the department head and approved by the City Manager for periods up to thirty (30) calendar days.

On review, such leaves may be extended for good and valid reasons when recommended by the department head and approved by the City Manager. Leaves of absence without pay shall not exceed a total of ninety (90) days, except at the sole discretion of the City Manager.

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.

Employees shall not accrue seniority while on an unpaid leave of absence, except for the first thirty (30) calendar days. The City shall not be obligated to provide health insurance for unpaid leaves of absence except as otherwise noted in this Agreement (i.e. layoffs, short-term disability). Employee will not accrue vacation, sick leave, and personal days while on an unpaid leave of absence.

At the termination of the employee's unpaid leave of absence, the employee shall be allowed to return to his/her former position at the level and step he/she was in at the time he/she requested such unpaid leave, unless said position was eliminated in the interim, then the employee shall be entitled to exercise his/her bumping rights.

Section 14:2 - Family and Medical Leave Act (FMLA)

The City of Bay City will provide permanent employees with family and medical leave consistent with the provisions of the Family and Medical Leave Act (FMLA) of 1993. Consistent with City policy, employees exercising their rights under the FMLA shall be required to use their paid leave concurrent with the FMLA leave.

Section 14:3 - Funeral Leave

Five (5) paid 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 his/her spouse.

Three (3) paid 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/her immediate family. An additional paid day shall be granted if the funeral is more than 300 miles from Bay City.

The immediate family, for this purpose, shall be: son, daughter, foster child, mother, father, sister, brother, grandmother, grandfather, grandchildren, son-in-law, daughter-in-law, mother-in-law, father-in-law, step relatives of the same degree as herein.

One (1) paid day (day of the funeral) will be granted for brother-in-law, sister-in-law, grandparent-in-law.

Section 14:4 - Veteran's Funeral Leave

Where requested by proper official of a recognized Veteran's organization, an employee may be granted reasonable time off, without 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.

Section 14:5 - 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, and where in the opinion of the department involved, their operations will not be adversely affected.

Section 14:6 - 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 (2) 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.

Employees who are called for a physical for the Armed Services are to be granted leave without pay (or may use vacation) for the day of the physical.

Section 14:7 - Jury/Court Leave

Any employee who serves as a juror, or as a subpoenaed witness in a criminal or civil proceeding arising from or attributable to the specific performance of their work duties, or as a result of their interest in or compulsion to testify in a proceeding filed on behalf of the City, in any court, shall receive full pay from the City upon paying any and all juror and/or witness fees to the City Treasurer.

Section 14:8 - Maternity/Parental Leave

Permanent employees shall be allowed up to a six (6) months leave of absence for childbirth or adoption of a child. Leaves of absence for childbirth shall be granted upon written request through the proper department head on approval of the City Manager.

Said employee may elect to use accrued sick leave and/or vacation time for paid leaves of absence for childbirth. If a longer leave is desired, the employee shall be granted a leave of absence for childbirth, without pay. However, the total aggregate maternity/parental leave shall not exceed six (6) months. Maternity/Parental Leave and Family and Medical Leave shall run concurrently.

A request for maternity/parental leave shall be submitted in writing to the proper department head thirty (30) days prior to the date the leave is to begin, provided the need for the leave is foreseeable. In the event the need for the leave is not foreseeable, the employee shall provide such notice as is practical.

In the event that both a husband and wife work for the City of Bay City, the total aggregate number of months to which both may be entitled to for maternity/parental leave shall be six (6).

Whenever a female employee shall become pregnant, she shall furnish her department head correspondence from her physician indicating the approximate date of delivery and stating any restrictions on the nature of the work she may be able to perform, 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.

City paid insurance coverage will continue to be paid during the first twelve (12) work weeks after the employee is on unpaid maternity/parental leave. In the event that an employee's unpaid leave continues beyond the initial twelve (12) workweeks, the employee may continue on the City's group hospitalization plan for a period not to exceed an additional twelve (12) workweeks with said employee paying the premiums monthly and in advance monthly.

At the termination of her/his maternity/parental leave, the employee shall be allowed to return to her/his position at the pay range and step level s/he was in at the time s/he requested maternity/parental leave, unless said position was eliminated in the interim, then s/he shall be entitled to exercise her/his bumping rights.

Section 14:9 - Union Leave

Leaves of absence without pay may be granted to any employee elected or selected by the Union to attend educational classes, conventions or other Union functions conducted by the Union. Notice will be given to the City as early as possible. The number will not exceed two (2) employees at any one time, and the number of working days will not exceed five (5) days per employee in any one (1) calendar year. No more than ten (10) days may be taken in any one (1) year for all union educational classes and conventions. All fringe benefits and leave accruals will continue to be paid by the City during such leaves. Approval of Union Leaves will not be unreasonably denied.

Section 14:10 - General Provisions

Leaves of absence, with pay, shall constitute all permissive and authorized absences from work for any reason. Leave shall be taken in not less than one-half (1/2) hour increments. A person shall be considered a City employee while on paid leave of absence, and shall be entitled to "fringe benefits" as specifically provided for the type of leave involved. When an employee is on paid leave such time is to be considered the same as though fully employed and shall be included in computing time of employment.

Section 14:11 - 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.

**ARTICLE 15
VACATION AND PERSONAL DAYS**

Section 15:1 - Vacation

- A. Effective January 1, 2005, each full-time employee shall be allowed vacation leave with pay. Vacation for new hires is pro-rated at one-day for each month the employee is on the payroll in the year of hire, and is provided on January 1 of the year following their hire date to be used during such year. Thereafter, the vacation schedule is as described herein.

Completion of Continuous Service	Eligibility/Allowance on January 1 following Anniversary
One (1) year	12 Days (96 hours)
Three (3) years	15 Days (120 hours)
Five (5) years	20 Days (160 hours)

- B. Eligibility for vacation days assumes the employee works the entire year. A month of service is completed when an employee has been compensated for at least eighty (80) hours in any given month.
- C. An employee shall receive regular pay and all fringe benefits while on vacation that he/she would have received had he/she been working. However, it is the intent 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/her vacation time. In other words, the City may not pay his/her regular vacation time and his/her regular pay for the same period, subject to the exceptions listed in (1) and (2) below.
 - 1. On separation from employment, the employee is paid whatever vacation time he/she is eligible for during the year in which he/she either retires or leaves employment of the City. In the event an employee dies during the calendar year under consideration, his/her survivor-in-interest will be paid an allowance for any unused portion of the vacation to which he/she would be entitled, as if he/she were working. Formula for payout shall be the current January 1 beginning balance including any approved carry over amount, if applicable, plus current year earned, minus usage. The current year earned is calculated using the vacation allowance provided on January 1 divided by twelve (12) months per year times the number of months the employee worked at least eighty (80) hours in the year of separation (example: $20 \div 12 = 1.67 \times n$).
 - 2. Where an employee is unable to take his earned vacation or personal holidays for reasons of sickness or disability, and is off work on sick leave or worker's disability compensation which continues to the end of the calendar year, he may then be paid for all vacation he earned in lieu of the vacation time lost.
- D. 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. In the event, of a non-duty injury/disability, employee (with division director or department manager approval) may charge time off against vacation after exhausting all accumulated sick leave.
 - 2. In the event of unusual circumstances and where advance request if made, unused vacation time, up to forty (40) hours, may be carried over into the next calendar year upon approval of the Director of Human Resources. Request for carryover shall be received in Human Resources on or before December 1 of each year. Carried over vacation time must be used no later than June 30th of that fiscal year.
- E. All vacations shall be scheduled by the division director or department manager involved. Conflicts with scheduling vacations shall be determined by seniority of the employees and in accordance with the operating requirements of the department involved. The division director or department manager shall determine how many employees in each classification may be on vacation at any one time.

Section 15:2 - Personal Days/Paid

Employees will be entitled to four (4) paid Personal Days per calendar year (32 hours), which will be provided on January 1. Employees hired on or after July 1 will be entitled to two (2) personal days for that first year, after which time they will be entitled to the full amount.

Personal days are to be taken as desired by the individual employee, subject to the operating requirements of the division director or department manager and are to be taken in the year earned and may not be accumulated. Upon separation from employment, employee will be paid for any unused Personal Day(s).

**ARTICLE 16
HOLIDAYS**

Section 16:1 – Holidays

Holiday pay is compensation for the time during which work would normally be performed, said work having been suspended by reason of a holiday. The following shall be paid holidays recognized by the City. The City will determine the actual date the following holidays will be observed.

New Year's Day	Fourth of July	Christmas Eve Day
Martin Luther King, Jr. Day	Labor Day	Christmas Day
Good Friday	Thanksgiving Day	New Year's Eve Day
Memorial Day	Day after Thanksgiving	

Section 16:2 - Holiday during Vacation/Sick Leave

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

Section 16:3 - Holiday Eligibility

An employee must be on the payroll (working, vacation or sick leave) on their first scheduled day before and after the holiday in order to receive pay or credit for the holiday.

**ARTICLE 17
INSURANCES**

Section 17:1 - Health Insurance/Full-time Employees

The City will provide all full-time employees and their eligible dependents with BCBS Flexible Blue Plan High Deductible Health Plan, or an equivalent coverage program, with the City of Bay City funding an HSA for the deductible (as identified in the chart below). Employees may choose from either of the two coverage options outlined below, with the applicable employee cost-sharing provisions.

Option 1: Flexible Blue Medical Coverage (HDHP). Annual Deductible: \$1,300 (single)/ \$2,600 (2-Person & Family), Co-insurance: 0%, and Prescription Co-pay: \$5.00/\$30.00/\$60.00 after medical plan deductible is met. Annual out-of-pocket copay dollar maximums: \$1,000 (single)/\$2,000 (2-Person & Family).

Option 2: Flexible Blue Medical Coverage (HDHP): Annual Deductible: \$2,000 (single)/ \$4,000 (2-Person & Family), Co-insurance: 20%, and Prescription Co-pay: \$10.00/\$40.00/\$80.00. Annual out-of-pocket maximums \$3,000 (single)/\$6,000 (2-Person & Family).

BCBS Simply Blue high deductible shall be available to active regular full time employees/spouses and their eligible dependents and retirees/spouses who are pre-65 and not enrolled in Medicare. Once a retiree/spouse reaches the age of 65 and becomes eligible for Medicare, they shall be eligible to enroll in the City's Post-65 health plan (as outlined in the Post-65 Retirees section).

A. Employee Contribution:

Employees shall have automatically deducted, from each bi-weekly payroll check, an amount established, "pre-tax", in accordance with Public Act 152 of 2011 (Public Act 152). This amount will be established based on either the "Hard Cap" option, or the 80/20 option.

1. If an employee selects a plan with costs that exceed the limits of Public Act 152, the employee shall be responsible to pay the excess cost, or twenty percent (20%) of the health care illustrative rate, whichever is greater.
2. If the employee selects a plan with costs that are under the limits of Public Act 152, the employee shall not be required to pay for such coverage via payroll deduction.

The parties mutually agree that during the term of this Agreement, once per calendar year, either party can request to review health care plans for the following plan year for the purpose of plan coverage and cost saving provisions. The parties also agree to convene these discussions within seven (7) calendar days of receiving written notice from the other party to review health care.

In the event that Public Act 152 of 2011 is repealed or declared unconstitutional or legally not effective by a court or administrative agency of competent jurisdiction, this Agreement shall be immediately re-opened for the sole purpose of negotiating the issue of employee contributions toward the cost of health insurance.

In the event in any change in illustrative rates, it is mutually agreed that the City will notify all members of any change in illustrative costs at least thirty (30) days prior to the rates taking effect.

B. Employer Contribution:

The City shall contribute on an annual basis, the amount established, which sums shall be deposited into an employee-owned Health Savings Account (HSA) exclusively as follows:

	<u>1/1/16</u>	<u>1/1/17</u>	<u>1/1/18</u>
Coverage			
Single	\$1,300	\$1,300	\$1,300
2-Person	\$2,600	\$2,600	\$2,600
Family	\$2,600	\$2,600	\$2,600

In the event that the insurance carrier increases the annual deductible amount from January 1, 2016 forward, it is mutually agreed that the employee and the City will share the cost difference of the increase, with each party contributing half of the deductible increase. The City also agrees to notify all members of any deductible increases at least 30 days prior to the effective date of the increase.

A City employee married to another City employee that participate in City-provided health care will both be on one health care contract in the name of the employee who was hired first and they will be subject to the health care costs in accordance with that collective bargaining agreement.

Subrogation Clause:

If an employee suffers a non-duty injury as the result of the actions of a third party that results in an absence from work that extends beyond 480 hours or, because of his/her injury elects to receive a non-duty disability retirement or other benefit payable by the retirement system, the city shall be subrogated to the rights of the person against such third party only as to that employee's claim for health care expenses, and limited to the extent of the health benefits to which the City pays or becomes liable to pay.

Section 17:2 - Continuation of Insurance

The City will continue to pay the costs associated with all of the described insurance program coverages for a period of six (6) months from day of layoff or reduction in force of employment.

Section 17:3 - Health Insurance/Retirees

Eligibility: To be eligible for the City's health care coverage, employees must retire from active employment with twenty (20) or more years of continuous City service. For the purpose of this provision, employees re-hired within twelve (12) months of separation shall be deemed to have continuous service. The retiree and/or dependents MUST be enrolled in the City's health plan at the time of retirement. If a retiree cancels coverage for any reason, the retiree and/or dependents will no longer be eligible to re-enroll in the City's retiree health plan.

Spouses of deceased retirees remain eligible so long as they are on the City's health plan. If the deceased former employee's spouse remarries, their new spouse and/or new dependents will not be eligible for the City's health plan.

Employees hired, transferred or promoted into this bargaining unit after July 1, 2012, are not eligible for City-provided healthcare at retirement, unless retiree health care is available to him/her under another collective bargaining agreement (no gain or no loss). For employees hired after July 1, 2012 for whom no retiree health insurance is available, the City will establish a Retirement Health Savings (RHS) Plan.

A. Pre-65 Retirees:

For the duration of this 2015 – 2018 collective bargaining agreement, the City will provide health care coverage to eligible Pre-65 retirees (who retire from active employment after July 1, 2015), their spouses, and their IRS dependents with Blue Cross/Blue Shield Simply Blue high deductible health care coverage or an equivalent coverage program with the City of Bay City funding an HSA for the deductible (as identified in the chart above) or any other optional coverage program, including the corresponding premium share. Retirees and their spouses, will pay the same premium share as active employees based on the plan option selected.

If the City should no longer offer a high deductible health plan to active employees, and the retiree/spouse or surviving spouse is enrolled at the time of elimination, the retiree/spouse or surviving spouse shall continue to pay the last premium share that was in effect for active employees under the high deductible health plan.

The level of future premium share, medical and prescription drug coverage for Pre-65 retirees, who retire after July 1, 2015, shall be modified to be identical to that provided to employees under subsequent collective bargaining agreements, provided:

1. that if retiree health insurance is eliminated in a subsequent collective bargaining agreement, the Pre-65 retiree and their spouse shall retain the healthcare coverage and premium share formula he/she was enrolled in at the time of elimination and;
2. The City's share of the premium shall be the dollar amount specified in Public Act 152 of 2011, as amended. In the event Public Act 152 is repealed, the dollar amount shall be adjusted by the rate of inflation according to Section 15.563 of Public Act 152 of 2011, as amended.

In the event healthcare benefits provided to active employees are changed after a retiree retires, a retiree and their spouse shall have the option to keep the healthcare benefit received at their retirement and incur any premium share changes, if applicable, or "buy up" to the healthcare benefit offered to active employees.

An employee who receives a duty-disability retirement as the result of an injury or who is killed on-duty while in performance of his/her duties shall be considered to have achieved twenty (20) years of service.

B. Post-65 Retirees:

Post-65 Retirees and their spouses are required to participate in the Medicare Programs Parts A & B. Thereafter, those retirees and their spouses who are eligible for the City's health care shall receive the City's Post-65 Group Retiree Health. The City's Post-65 health plan shall supplement Medicare coverage and the retiree and their spouses shall be responsible to participate in and pay for their Medicare "Part B" premium. Post-65 retirees and their spouses will be automatically enrolled in the City's Medicare "Part D" plan at no additional charge to the retiree.

The level of future medical and prescription drug coverage for Post-65 retirees and their spouses, who retire after July 1, 2015, shall be modified to be identical to that provided to Post-65 retirees under subsequent collective bargaining agreements. In the event that Post-65 retiree health insurance is eliminated in a subsequent collective bargaining agreement, the Post-65 retiree/spouses, who retire during the terms of this 2015 – 2018 agreement, shall retain the

healthcare coverage they were enrolled in at the time of elimination with the same cost share at the time of elimination.

An employee who receives a duty-disability retirement as the result of an injury or is killed on-duty while in performance of his/her duties shall be considered to have achieved twenty (20) years of service.

Regardless of pension eligibility under the Michigan Employees Retirement System (MERS), an employee retiring shall pay the following premium contributions on a monthly basis (based on illustrative rates provided by the vendor).

Years of City Service	Post-65 Retiree Pays
20	20% of monthly illustrative rate
25 or more	10% of monthly illustrative rate

Section 17:4 - Retirement Health Savings (RHS) Plan

Employees hired, transferred or promoted after July 1, 2012, who are not eligible for retiree health care (no gain - no loss), shall be eligible to participate in a Retirement Health Savings Plan. The City will contribute 6% of an employee's gross wages on a bi-weekly basis, into a self-directed, qualified plan, that shall be transportable and provide 50% vesting after ten (10) years of employment, with a 5% annual vesting increase until the employee is 100% vested after twenty (20) years of employment.

An employee who receives a duty disability retirement as the result of an injury shall be considered to have achieved 20 years of service and will be 100% vested in the Retiree Health Saving Plan at the time of their duty-disability retirement. Accordingly, the beneficiary of an employee who is killed while on-duty and performing his/her duties will be 100% vested in the Retiree Health Savings Plan.

Section 17:5 - Health Insurance Waiver

Full-time, active employees or future retirees who are eligible for City-provided health care coverage and chooses to not participate and waive such coverage, shall receive a payment (in lieu of health care coverage) of one hundred fifty (\$150) per month, paid monthly, for each and every month such coverage is waived.

An employee or retiree who waives health insurance coverage shall have the opportunity to resume coverage during the calendar year if the employee/retiree experience a qualifying status change event or at the next "open enrollment" period under any circumstances. In such case, the monthly payment in lieu of coverage will cease and the City's health care coverage will be reinstated effective the first of the month following written notice to the City of the employees desire to re-enroll.

Active employees must show proof of alternative insurance cover from another source and sign a waiver with the City.

Section 17:6 - Dental Insurance

The City shall provide employees and their eligible dependents with a dental insurance plan which covers one hundred percent (100%) preventative care, seventy-five percent (75%) basic care, fifty percent (50%) major dental care, and has a one thousand dollar (\$1,000) annual maximum, with a fifty dollar (\$50) deductible (waived if preventative care) per person, per benefit year.

Section 17:7 - Short Term Disability Insurance

The City will provide full-time employees with short-term disability coverage at sixty-six percent (66%) of base salary commencing on the first day after a non work-related accident, first day of hospitalization, or eight (8) days after a non work-related illness. Such short-term program shall continue in effect until the employee is eligible to return-to-work upon the release by the treating physician or twenty-six (26) weeks, whichever occurs first.

While employees are eligible for the Family & Medical Leave Act (FMLA) they will be required to supplement their short-term disability benefits through the use of accrued sick time (in combination) to a maximum compensation equal to one hundred percent (100%) of their salary/or base wage.

Short Term Disability Leave shall run concurrently according to the provisions of the Family & Medical Leave Act (FMLA) and City policy.

Healthcare will continue during the period an employee is covered by short-term disability.

Section 17:8 - Workers' Disability Compensation Insurance

The City will provide fully-paid Worker's Disability Compensation insurance. In addition, the City will supplement worker's disability compensation payments for those employees who remain eligible (note: eligibility disputes will be determined by the Michigan State Workers Disability Compensation Bureau, Lansing, Michigan) for same due to a work-related injury in an amount equal to the difference between the workers disability compensation payment received and eighty percent (80%) of the employee's gross base weekly wage for up to 36 months. Thereafter, the Workers' Disability compensation rate in accordance with the state statute will continue.

After ninety (90) continuous days of worker's disability compensation, the employee will cease to earn and accrue both sick leave and vacation days unless the employee is compensated for a minimum of ten (10) days in a given month. All other fringe benefits normally attributed to a working employee, including hospitalization, will continue for the period extending beyond ninety (90) days, and for as long as said employee remains eligible for worker's compensation wage payments. Thereafter, only hospitalization coverage shall continue.

A work-related injury covered by the Workers Compensation and Disability Act shall run concurrently according to the provisions of the Family & Medical Leave Act (FMLA) and City policy.

Section 17:9 - Life and AD&D Insurance

The City shall provide all full-time bargaining unit employees with fully paid Group Life and Accidental Death and Dismemberment coverage in the amount of two (2) times the employee's annual base salary.

The City may offer employees the option to voluntarily purchase additional life insurance coverage (for self, spouse, child) through a provider of the City's choice, at the employee's own cost, after tax, and through payroll deduction.

ARTICLE 18 RETIREMENT

Section 18:1 - Retirement Benefits

- A. Full-time employees hired prior to September 1, 1997, shall be eligible for the Municipal Employees Retirement System (MERS) Defined Benefit program currently in place (B-4, FAC-3, V10, F25, and 60/10). The employee contribution co-pay is five and one-half percent (5.5%) of employee's gross wages. As permitted under the current MERS plan, vested employees may purchase (exclusively at their own cost) up to five (5) years of generic time. This is a closed plan.
- B. New employees hired into the bargaining unit on or after September 1, 1997, shall receive pension/retirement benefits equal to a defined contribution program administered by MERS/ICMA Retirement Corporation which shall require one of the following pre-tax option pension plans:
 1. Option A - The City shall contribute two and one-half percent (2.5%) of the employee's gross wages, along with an employee contribution of two and one-half percent (2.5%) shall be transferred and deposited on a bi-weekly basis into a self-directed, qualified plan, which shall be transportable and provide immediate vesting.
 2. Option B - The City shall contribute six percent (6%) of the employee's gross wages, with an employee contribution of five and one-half percent (5.5%) shall be transferred and deposited on a bi-weekly basis, into a self-directed, qualified plan, which shall be transportable and provide fifty percent (50%) vesting after the second year of employment; and one hundred percent (100%) vesting after the fourth year of City employment. (Under this plan the maximum aggregate employer and employee contribution would combine to total eleven and one-half percent [11 ½ %] of yearly gross wages.)

Section 18:2- Retirement Savings Programs

The City may offer retirement saving plans such as a 457 deferred compensation plan, Payroll Roth IRA, etc., in which the employees may voluntarily participate. Upon written authorization from the employee, the City shall deduct from the salary of the employee and make appropriate remittance to the respective plan(s).

**ARTICLE 19
FIT FOR DUTY EXAM & WELLNESS PROGRAM**

Section 19:1 – Fit for Duty Exam

If an employee is believed to be physically or mentally unfit for work, employee may be required to undergo an examination from the City physician (or other healthcare provider) at the direction and expense of the City. If the City-provided physician disagrees with the employee's physician, a third opinion from a mutually agreeable physician may be requested with the employee and City equally sharing the cost.

Section 19:2 – Wellness Program

The City shall provide an annual reimbursement to members of this bargaining unit who join a fitness center, recreational facility or gym. This payment shall be made in the first pay period of the fiscal year which begins on July 1. Reimbursement is limited to ten dollars (\$10) per month for each month of membership or \$120 per year for a 12 month membership. Employees are responsible for costs beyond \$10 per month or \$120 per year.

**ARTICLE 20
WAGES, LONGEVITY, GAINSHARING, ASSIGNMENT OF WORK OUT OF CLASSIFICATION**

Section 20:1 - Wages

Wage increases will be granted to current bargaining unit employees as follows:

July 1, 2015:	1.5%
July 1, 2016:	2%
July 1, 2017:	0%
July 1, 2018:	2%

Section 20:2 - Longevity Pay

In addition to regular compensation, the one employees-currently receiving longevity pay will continue to be eligible for a lump sum payment as listed below. See Memorandum of Understanding #5.

10 years continuous employment = \$ 700
15 years continuous employment = \$1,050
20 years continuous employment = \$1,400

This payment shall be processed on the first pay period in July of each year and will be for the period of January 1 through December 31. The 15th and/or the 20th year anniversary will be effective in the year in which the anniversary occurs. An employee who eligibly retires prior to July, shall receive a longevity payment for their final employment year which is "pro-rated" to the effective date of their retirement.

Employees hired or promoted into this unit are not eligible for longevity pay.

Section 20:3 – Assignments of Work out of Classification

Exception pay of up to 10 percent (10%) of the employee's base pay rate shall be paid when all of the following conditions are met:

- A. An employee fulfills in addition to their regular duties and at the direction of his/her departmental manager/division director, the duties of the immediate supervisor in the absence of the immediate supervisor.
- B. The employee has written approval by the department manager/division director or designee in their absence.
- C. Those duties are necessary to carry on City business.
- D. The employee's total pay rate shall not exceed that of the employee being replaced.

ARTICLE 21

HOURS OF WORK, REST PERIODS, TRAVEL EXPENSES, MILEAGE

Section 21:1 - Hours of Work

The hours of work and staffing needs shall be determined by the City. The normal work week shall be five (5) eight (8) hour work days with an unpaid lunch period with the exception for the positions of Economic Development Project Manager and Economic Development Marketing Manager.

The employees in the positions of Economic Development Project Manager and Economic Development Marketing Manager are administrative "exempt" employees and respected, high-level decision makers. They typically exercise independent judgment over their own work schedule and are expected to commit the time and effort within varying schedules, to adequately fulfill their overall job requirements. This may, at times, require greater than forty (40) hours of effort within a given work week; it may require attendance at evening meetings; and it may result in work demands which require effort beyond the scope of traditional working hours. Conversely, these same respected, semi-autonomous employees can often times, within reason, facilitate widely-varying needs within their own schedules(s) and deadlines(s) because of their ability for responsible self-direction. The employees in these positions will also be exempt from both overtime and compensatory time.

Administrative "exempt" employees shall be paid a base salary calculated on a per-annum basis, regardless of the quantity or variation of the quality or work performed.

Administrative "exempt" employees shall not receive additional compensation for hours worked in excess of eight (8) hours per day nor forty (40) hours per week. Conversely, such same administrative "exempt" employees shall not suffer deductions in compensation for work days of less than eight (8) hours or work weeks of less than forty (40) hours, when such days/weeks are as a result of absences of eight (8) hours or less in continuous duration. Absences of eight (8) hours or more would require use of vacation, sick or personal time, whichever applies.

Section 21:2 - 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 supervisor.

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.

Section 21:3 - Travel Expenses

If an employee travels for an approved seminar, conference, workshop, etc., employee will be paid and/or reimbursed in accordance with the City's travel policy.

Section 21:4 - Mileage Allowance/Use of Personal Vehicle

The City will reimburse members the amount of the IRS rate per mile for all mileage incurred on their personal vehicles for City business when the supervisor approves the use of a personal vehicle in lieu of a City vehicle.

ARTICLE 22 OVERTIME, COMP TIME, FLEX TIME

Section 22:1 - Overtime

All overtime must be approved, in writing, prior to working unless in an emergency. Overtime shall be paid for any hours compensated over forty (40) hours per calendar week. Compensated hours used to calculate overtime will include vacation, sick leave, personal day, holiday. The rate for overtime shall be one and one-half (1 ½ %) the regular rate of pay. All hours worked on Sundays and holidays, shall be paid at two (2) times the hourly rate. The City will not force an employee to utilize flex time to avoid the payment of overtime.

Section 22:2 - Compensatory Time Off

At the employee's option and with the supervisor's written approval, compensatory time may be granted and accrued at one and one-half (1 ½) hours for every overtime hour worked. If overtime hours are worked on Sunday or a holiday, accrual will be at two (2) hours for every overtime hour worked. When compensatory time is to be utilized, it shall be used as scheduling permits. Maximum accruals shall not exceed forty (40) hours. Any unused compensatory time shall be paid out on or before June 30 or upon separation of employment.

Section 22:3 - Equalization of Overtime

The City will attempt to equalize overtime among the employees within the same job classification and department, providing that the employee has the knowledge and the ability to perform the overtime assignment. In the event that the ability and knowledge is equal, the Overtime shall be offered to the most senior employee in the affected job classification within the department of the overtime being offered. In the event that the employees do not want overtime, the City agrees to assign overtime to the least senior employee in the affected department on a rotating basis.

Section 22:4 - Flex Time

With prior supervisor approval, employees may utilize a flexible schedule work arrangement that permits variations in starting and departure times. The variation in work schedule must conform to the operational needs of the department and may not result in overtime.

ARTICLE 23 WORKING CONDITIONS AND SAFETY

Section 23:1 - Working Conditions

The 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 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, if applicable. Any employee involved in any accident shall immediately report said accident to his supervisor and any physical injury sustained therein in accordance with City policy.

If the employee believes his/her safety is in jeopardy, he/she may request Union representation, after the City fails to respond to a report of same.

Section 23:2 - Safety Equipment and Glasses

- A. Equipment: The City will provide appropriate safety equipment as required. Each employee shall be responsible for the cost of replacing lost or stolen protective/safety equipment provided by the City.
- B. Safety Glasses: The City will contribute one-hundred percent (100%) toward the cost of required (single-vision, bi-focal, tri-focal) safety prescription lenses and frames, allowing for the employee's limited selection from a basic, low-cost model grouping provided by a company determined by the City. The employee must be in a job that requires the wearing of safety eyewear per MIOSHA regulations, and all eyewear must meet federal (ANSI 287.1) standards.

**ARTICLE 24
EDUCATION**

Section 24:1 - Tuition Reimbursement

Employees wishing to improve their skills or knowledge for job-related tasks shall meet the following requirements:

- A. Courses of instruction are limited to those taken at an accredited public educational institution on the employee's own time; after working hours.
- B. There shall be a direct relationship of the course being taken to the position or function performed by the employee. Graduate level (masters or doctorate) courses may be included with the approval of the City Manager.
- C. The employee must provide advance information on the name of the course(s), educational institution, description and content of the course/s to be taken, plus all cost information.
- D. Each course must have prior written approval from the employee's department head and from the Director of Human Resources. Any disputes will be decided by the City Manager. All decisions are final, including availability of funds as determined by the City Manager.
- E. Employee is responsible for providing acceptable verification of course completion with a grade of "C" or better (2.0 on a 4.0 scale) or "pass" on a pass/fail system.
- F. Upon satisfactory completion, the City will reimburse the employee the cost of tuition only for public educational institutions. If employee attends a private educational institution, reimbursement would be up to the cost for a public institution and the employee would be responsible for the difference.
- G. The City expects that an employee will continue employment for a least two (2) years following educational reimbursement. If an employee voluntarily resigns employment, retires, or is discharged from employment by the City prior to two (2) years from the date reimbursement, the employee will be expected to repay the City of Bay City an amount equal to one-twenty-fourth (1/24) for each month or portion thereof lacking of the two (2) year requirement. If such payment is not made, said amount shall be withheld from the employee's final pay check.

Section 24:2 - Conferences and Workshops

It is the intent of the City to provide employees the opportunity to attend conferences and workshops to enhance their ability to perform their work. The City will pay expenses as provided by the City travel policy and as budgeted.

**ARTICLE 25
MISCELLANEOUS**

Section 25:1 - Union Visitation

Union officials shall be permitted to visit the premises to discuss Union matters with employees as long as such visit does not unreasonably interfere with the operations of the City.

Section 25:2 - Captions

The captions used in each Section of this Agreement are for identification purposes only and are not a substantive part of this Agreement.

Section 25:3 - Gender

The masculine pronoun wherever used in this Agreement shall include the feminine pronoun and the singular pronoun, the plural, unless the context clearly requires otherwise.

Section 25:4 - Domicile/Dependents

The City has no residency requirements for unit members. Domicile is defined as the established, fixed, permanent, ordinary dwelling place, and place of residency. Employees shall notify the respective department director and the Personnel and Payroll departments, in writing, of any change of domicile address, telephone number, and dependent status within ten (10) calendar days of such change. A post office box number is not acceptable in lieu of such address.

Section 25:5 - Direct Deposit

Employee payroll checks will be directly deposited and become available to the employee on the morning of the respective payday.

Section 25:6 - Copies of Agreement.

The City will provide one (1) copy of this Agreement to each of the bargaining unit employees following final approval by the Union and by the City Commission and to new employees.

Section 25:7 - 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 the Agreement.

**ARTICLE 26
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 the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such Article or Section. All other provisions shall remain in full force and effect.

**ARTICLE 27
AUTHORITY OF CITY MANAGER**

Authority is hereby given to the City Manager and/or Director of Human Resources 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 28

Section 28:1 - 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.

Section 28:2 - Fiscal Accountability – Public Act 436 of 2012

This agreement shall not conflict with any Federal Law or State of Michigan Laws and shall be modified to comply with all requirements of Federal Law or State of Michigan laws or shall be renegotiated for the purpose of adequate conformance. As such, this Agreement is subject to the terms of the Local Government and School District Fiscal Accountability Act, 2012 PA 436, MCL 141.1501 to 141.1531, and as a result if an emergency manager is appointed he/she shall have the right to reject, modify or terminate this collective bargaining agreement as provided in the Local Financial Stability and Choice Act.

The inclusion of this language or any language required under section 15(7) of the Public Employment Relations Act does not constitute an agreement by the Union to the substantive or procedural content of the language, In addition, inclusion of the language does not constitute a waiver of the Union's right to raise Constitutional and/or legal challenge (including contractual or administrative challenges) to the validity of: (1) appointment of an Emergency Manager: (2) PA 436 of 2012, as amended, (Local Financial Stability and Choice Act) ("the Act"); or (3) an action of an Emergency Manager which acts to reject, modify or terminate the collective bargaining agreement. This Section shall immediately become null and void if that Act is stayed, reversed in a referendum, or ruled unconstitutional or reversed in a final decision by the Michigan Supreme Court, the Michigan Court of Appeals or a federal court.

**ARTICLE 29
DURATION**

This Agreement shall become effective July 1, 2015, and shall remain in effect until December 31, 2018. It shall automatically renew itself from year to year thereafter unless either party provides written notice to the other not less than ninety (90) days prior to the expiration of this Agreement that it desires to modify or terminate this Agreement.

Unless otherwise stipulated, notice in accordance with this section, shall be given by certified mail. Notices by the Union to the City to be addressed to:

City of Bay City, 301 Washington Avenue, Bay City, MI 48708.

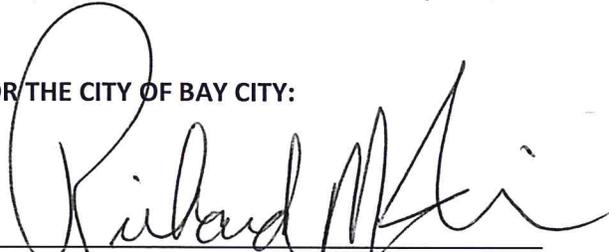
Notices by the City to the Union to be addressed by to:

Teamsters State, County and Municipal Workers Local #214, 2825 Trumbull Avenue, Detroit, MI 48216.

Either party may, by like written notice, change the address to which certified mail notice to it shall be given.

This Agreement was ratified by a vote of Teamsters Local #214. Non-Supervisory Unit at a meeting held for such purpose, in accordance with its bylaws, on October 1, 2015.

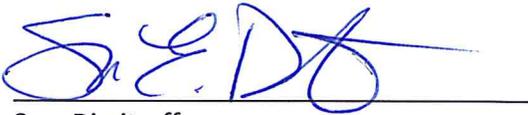
FOR THE CITY OF BAY CITY:


Richard Finn
City Manager
2-8-16


April J. Key
Sr. Human Resources Generalist

TEAMSTERS STATE, COUNTY & MUNICIPAL
WORKERS LOCAL #214, NON-SUPERVISORY
UNIT:


Allen Lewis
Teamsters Business Agent
2/12/16

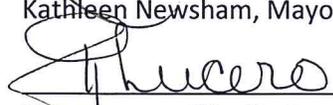

Sara Dimitroff


Susan Carmien

Approved and adopted by general resolution of the Bay City Commission at a formal meeting held at the City of Bay City, Michigan, on November 16, 2015.


Witness, Jamie C. McFarland

Witness, Patricia Salinas


Kathleen Newsham, Mayor

Tema Lucero, City Clerk

APPENDIX A
CITY OF BAY CITY AND TEAMSTERS LOCAL #214, NON-SUPERVISORY UNIT

This bargaining unit includes all regular full-time employees in the following positions:

Account/Customer Service Specialist (Part-time)
Administrative Technician
Administrative Assistant – Electric
Administrative Assistant – Human Resources
Administrative Financial Analyst
Economic Development and Marketing Manager
Economic Development and Project Manager
Energy Services Coordinator
Payroll Analyst
Purchasing Agent
Senior Administrative Assistant – Electric
Senior Administrative Assistant - DPW
Senior Administrative Assistant - Fire
Specialist – Neighborhood Services
Staff Accountant
Senior Staff Accountant

APPENDIX B

Teamsters, Local #214 Non-Supervisory
Wage Schedule

Effective first payroll following commission approval

Position	Range	BEG	12-MO	24-MO	36-MO	48-MO
Account/Customer Service Specialist	Range PT	\$16.36	\$16.87	\$17.39	XXX	XXX
Administrative Technician	Range 5	\$14.12	\$14.98	\$15.98	\$17.06	\$17.70
Payroll Analyst	Range 8	\$15.49	\$16.49	\$17.70	\$18.94	\$19.63
Administrative Assistant	Range 9	\$15.98	\$17.06	\$18.30	\$19.63	\$20.37
Sr. Administrative Assistant	Range 10	\$16.49	\$17.70	\$18.94	\$20.37	\$21.13
Staff Accountant	Range 13	\$18.30	\$19.63	\$21.13	\$22.80	\$23.69
Specialist (Neighborhood Services)	Range 12	\$17.57	\$18.77	\$19.11	\$21.59	\$22.41
Administrative Financial Analyst Energy Services Coordinator Purchasing Agent Senior Staff Accountant	Range 15	\$23.60	\$24.72	\$25.73	\$26.75	\$28.40
Economic Development Project Manager Economic Development Marketing Manager	Range 20	\$23.69	\$25.63	\$27.78	\$30.06	\$31.27

Effective July 1, 2016

Position	Range	BEG	12-MO	24-MO	36-MO	48-MO
Account/Customer Service Specialist	Range PT	\$16.69	\$17.21	\$17.74	XXX	XXX
Administrative Technician	Range 5	\$14.40	\$15.28	\$16.30	\$17.40	\$18.06
Payroll Analyst	Range 8	\$15.80	\$16.82	\$18.06	\$19.32	\$20.02
Administrative Assistant	Range 9	\$16.30	\$17.40	\$18.67	\$20.02	\$20.78
Sr. Administrative Assistant	Range 10	\$16.82	\$18.06	\$19.32	\$20.78	\$21.55
Specialist (Neighborhood Services)	Range 12	\$17.92	\$19.14	\$19.49	\$22.02	\$22.86
Staff Accountant	Range 13	\$18.67	\$20.02	\$21.55	\$23.25	\$24.16
Administrative Financial Analyst Energy Services Coordinator Purchasing Agent Senior Staff Accountant	Range 15	\$24.07	\$25.21	\$26.24	\$27.28	\$28.97
Economic Development Project Manager Economic Development Marketing Manager	Range 20	\$24.16	\$26.14	\$28.34	\$30.67	\$31.90

Effective July 1, 2017

Position	Range	BEG	12-MO	24-MO	36-MO	48-MO
Account/Customer Service Specialist	Range PT	\$16.69	\$17.21	\$17.74	XXX	XXX
Administrative Technician	Range 4	\$14.40	\$15.28	\$16.30	\$17.40	\$18.06
Payroll Analyst	Range 8	\$15.80	\$16.82	\$18.06	\$19.32	\$20.02
Administrative Assistant	Range 9	\$16.30	\$17.40	\$18.67	\$20.02	\$20.78
Sr. Administrative Assistant	Range 10	\$16.82	\$18.06	\$19.32	\$20.78	\$21.55
Specialist (Neighborhood Services)	Range 12	\$17.92	\$19.14	\$19.49	\$22.02	\$22.86
Staff Accountant	Range 13	\$18.67	\$20.02	\$21.55	\$23.25	\$24.16
Administrative Financial Analyst Energy Services Coordinator Purchasing Agent Senior Staff Accountant	Range 15	\$24.07	\$25.21	\$26.24	\$27.28	\$28.97
Economic Development Project Manager Economic Development Marketing Manager	Range 20	\$24.16	\$26.14	\$28.34	\$30.67	\$31.90

Effective July 1, 2018

Position	Range	BEG	12-MO	24-MO	36-MO	48-MO
Account/Customer Service Specialist	Range PT	\$17.02	\$17.55	\$18.09	XXX	XXX
Administrative Technician	Range 5	\$14.69	\$15.59	\$16.62	\$17.75	\$18.42
Payroll Analyst	Range 8	\$16.11	\$17.16	\$18.42	\$19.71	\$20.42
Administrative Assistant	Range 9	\$16.62	\$17.75	\$19.04	\$20.42	\$21.19
Sr. Administrative Assistant	Range 10	\$17.16	\$18.42	\$19.71	\$21.19	\$21.99
Specialist (Neighborhood Services)	Range 12	\$18.82	\$19.53	\$19.88	\$22.46	\$23.32
Staff Accountant	Range 13	\$19.04	\$20.42	\$21.99	\$23.72	\$24.65
Administrative Financial Analyst Energy Services Coordinator Purchasing Agent Senior Staff Accountant	Range 15	\$24.55	\$25.71	\$26.77	\$27.83	\$29.55
Economic Development Project Manager Economic Development Marketing Manager	Range 20	\$24.65	\$26.66	\$28.90	\$31.28	\$32.54