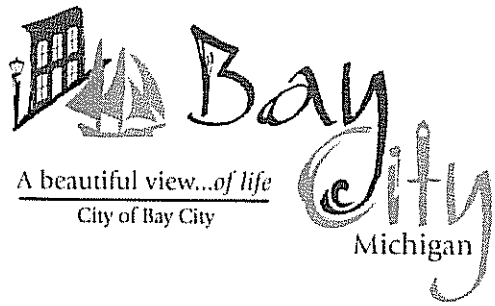
COLLECTIVE BARGAINING AGREEMENT



Between the

CITY OF BAY CITY, MICHIGAN

and

UTILITY WORKERS UNION OF AMERICA LOCAL #482

EFFECTIVE 4/16/2012-6/30/2016

U.W.U.A. LOCAL #482
COLLECTIVE BARGAINING AGREEMENT
April 16, 2012 - JUNE 30, 2016

INDEX

Page

Article 1 Purpose and Intent **6**

Article 2 Recognition, Employees Covered, Scope of Contract **6**
Section 2:1 Recognition 6
Section 2:2 Non-Discrimination 6

Article 3 Severability **7**

Article 4 Past Practice **7**

Article 5 Aid to Other Unions **7**

Article 6 Work Limitations **7**

Article 7 Transfer to Supervisor Jobs **7**

Article 8 Union Security and Check Off **8**
Section 8:1 Union Security 8
Section 8:2 Deduction of Dues 8
Section 8:3 Check Off 8

Article 9 Seniority **9**
Section 9:1 Seniority 9
Section 9:2 Seniority List 9
Section 9:3 Loss of Seniority 10
Section 9:4 Super Seniority 10

Article 10 Shift Preference **10**

Article 11 Layoff and Recall **10**
Section 11:1 Layoff 10
Section 11:2 Notice of Layoff 10
Section 11:3 Layoff Benefits 11
Section 11:4 Recall 11

Article 12 New Hire Probation **11**

Article 13 Discharge and Discipline Involving Time Off **11**
Section 13:1 Discharge/Discipline Notification 11
Section 13:2 Discharge/Discipline – Prior Infraction 11
Section 13:3 Personnel Review Board 12

Article 14 Union Bargaining Committee **12**
Section 14:1 Negotiating Committee 12

Section 14:2 Negotiating Committee/Wages 12
Section 14:3 Union Officers/Discrimination 12
Section 14:4 Union Representation 13

Article 15 Grievance Procedure 13
Section 15:1 Investigation 13
Section 15:2 Presentation of Grievance 13
Section 15:3 Grievance Content 13
Section 15:4 Grievance Procedure 14
Section 15:5 Grievance Resolution 15
Section 15:6 Grievance Rights of Management 16
Section 15:7 Grievance Rights of the Union 16

Article 16 Promotion 16
Section 16:1 Promotions 16
Section 16:2 Promotions/Temporary 17

Article 17 Sick Leave 17
Section 17:1 Sick Leave 17
Section 17:2 Sick Leave/Verification 18
Section 17:3 Sick Leave/Family Medical Leave 18
Section 17:4 Sick Leave/Doctor Visits 18
Section 17:5 Sick Leave/Retirement Payout 18
Section 17:6 Sick Leave/Workers' Disability Compensation 19

Article 18 Workers' Disability Compensation 19

Article 19 Physical Exams 20
Section 19:1 Physical Exams 20
Section 19:2 Physical Exams/Failure 20
Section 19:3 Alcohol/Drug Detection 21

Article 20 General Leaves of Absence 22
Section 20:1 Leave of Absence without Pay 22
Section 20:2 Report of Absence 22
Section 20:3 Maternity/Parental Leave 22
Section 20:4 Funeral Leave 23

Article 21 Health and Dental Insurance 24
Section 21:1 Health Insurance – Full-Time 24
Section 21:2 Subrogation Clause 25
Section 21:3 Health Insurance Waiver 25
Section 21:4 Dental Insurance 26
Section 21:5 Retirement Health Savings (RHS) Plan 26
Section 21:6 Retiree Healthcare 26

Article 22 Life and AD&D Insurance 27
Section 22:1 Life Insurance 27
Section 22:2 AD&D Insurance 27

Article 23 Retirement/Pension and Deferred Compensation Plan **28**
Section 23:1 Retirement/Pension 28
Section 23:2 ICMA-RC Deferred Compensation Plan 29

Article 24 Vacations **29**
Section 24:1 Vacation Schedule 29
Section 24:2 Vacation/Carry Over/Payout 30
Section 24:3 Vacation/Holidays 30
Section 24:4 Vacation/Scheduling 30

Article 25 Holidays and Personal Days **31**
Section 25:1 Holidays 31
Section 25:2 Holiday Pay 31
Section 25:3 Personal Days 31

Article 26 Work Hours and Overtime Hours **32**
Section 26:1 Work Hours 32
Section 26:2 Prescheduled Overtime 32
Section 26:3 Emergency/Unscheduled Overtime 32
Section 26:4 Work Continuation Overtime 33
Section 26:5 Standby Overtime 33
Section 26:6 Mutual Aid 33

Article 27 Premium Pay **34**
Section 27:1 Overtime Pay 34
Section 27:2 Call-Out Pay 34
Section 27:3 Shift Premium 34

Article 28 Standby Pay **35**
Section 28:1 Standby Pay 35
Section 28:2 Standby/FLSA 35

Article 29 Inclement Weather **36**

Article 30 Rates of Pay **36**
Section 30:1 Rate of Pay 36
Section 30:2 Higher Rate of Pay 36
Section 30:3 Lower Rate of Pay 36

Article 31 Rest Periods **37**
Section 31:1 Rest Periods 37
Section 31:2 Working During Rest Period 37

Article 32 Clothing **38**

Article 33 Tools **38**
Section 34:1 Tools 38
Section 34:2 Tools/On-the-Job Use 38

Article 34 Safety Committee and Safety Glasses **39**
Section 35:1 Safety Committee 39
Section 35:2 Safety Glasses 39

Article 35 Commercial Driver's License **39**

Article 36 Jury Duty and Witness Fees **40**

Article 37 Veterans **40**
Section 38:1 Military Veterans 40
Section 38:2 Military Reservists 40

Article 38 Public Office **40**

Article 39 General Classification Surveys **41**
Section 40:1 General Classification Surveys 41
Section 40:2 Job Evaluation Plan 41

Article 40 Wages and Longevity **41**
Section 42:1 Wages 41
Section 42:2 Direct Deposit 42

Article 41 Education **42**

Article 42 Sale/Privatization of Utility **42**

Article 43 Management Rights **43**
Section 45:1 Management Rights 43
Section 45:2 Authority of Management 44

Article 44 Entire Agreement **44**

Article 45 Duration And Modification **45**

Appendix A – Wage Schedule **47**

COLLECTIVE BARGAINING AGREEMENT
CITY OF BAY CITY AND U.W.U.A. LOCAL #482

APRIL 16, 2012 - JUNE 30, 2014

This Agreement is entered into this sixteenth day of April, 2012, between the City of Bay City, Michigan, hereinafter referred to as the "City" and the Utility Workers Union of America AFL-CIO, or current union affiliate by and behalf of its Local #482, a non-profit organization, hereinafter referred to as the "Union".

ARTICLE 1
PURPOSE AND INTENT

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

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

ARTICLE 2
RECOGNITION, EMPLOYEES COVERED, SCOPE OF CONTRACT

Section 2:1 – Recognition

In accordance with the provision of Act 336 of the Public Acts of 1947, as amended, the City recognized the Union as the exclusive collective bargaining representative for those employees in the Electric Department, as more clearly defined in Case R70 F-199 State of Michigan Employment Relations Commission (election for which was conducted on July 7, 1970) for the purposes of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment. This consists of all employees holding positions in the Electric Department, except those listed: Director of Electric Utilities, Assistant Director of General Services, Operations Supervisor(s), Operations Superintendent, Metering/Planning Supervisor, Generation & Maintenance Supervisor, Senior Administrative Assistant, and Administrative Assistant.

Section 2:2 - Non-Discrimination

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

ARTICLE 3
SEVERABILITY

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

ARTICLE 4
PAST PRACTICE

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

ARTICLE 5
AID TO OTHER UNIONS

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

ARTICLE 6
WORK LIMITATIONS

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

ARTICLE 7
TRANSFER TO SUPERVISOR JOBS

(a) In case of promotions within the bargaining unit to supervisory (Local #541/ Local 214 Supervisory) positions, such promoted employee shall carry his seniority for a period of six (6) months, during which time he continues his financial obligation to the Union. During such six (6) month period, he may return to his former classification without prejudice. However, once having completed six (6) months in the supervisory position, his seniority in the bargaining unit shall be frozen.

(b) In case of promotions within the bargaining unit to non-union positions, such promoted employee shall carry his seniority for a period of 90 days, during which time he continues his financial obligation to the Union. During such 90-day period, he may return to his former classification without prejudice. However, once having

completed 90 days in the non-union position, his seniority in the bargaining unit shall be frozen.

ARTICLE 8
UNION SECURITY AND CHECK OFF

Section 8:1 - Union Security

(a) The City agrees that all employees, including temporary and seasonal (excluding student summer-employees) covered by this Agreement, shall be members in good standing of the Union, and providing further, that any employees hired after the date of execution of the Agreement shall become members of the Union on the 31st day following the beginning of his employment and credited with seniority from date of hire; being fully understood there shall be no discrimination as to wage rates for temporary or seasonal employees: such employees being paid the minimum negotiated for the particular classification; temporary or seasonal employees will not be entitled to any fringe benefits.

(b) This provision shall be a condition of employment, and no employee shall be retained by the City unless he becomes a member and remains a member in good standing of the Union; it being understood that any employee's obligation to the Union occurs if he works at least one (1) full week in a month, and an employee's initiation obligation should not be duplicative should the same employee return year after year.

Section 8:2 - Deduction of Dues

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

(b) Each employee who desires to have such dues, assessments and/or initiation fees deducted from his earnings shall execute the "Authorization for Payroll Deduction" form.

(c) The City shall place such deduction(s) in effect at the next pay period of the month following receipt of same and continue in accordance with the terms and conditions set forth in the authorization.

(d) The City shall transmit such deduction, together with a list of the employees paying same, to the treasurer of the Union designated in writing by the Union, and shall do so within ten (10) days after the deductions have been made. The Union will indemnify, defend, and hold the City harmless against any claims made and against any suit instituted against the City on account of any check-off of Union dues.

Section 8:3 - Check Off

(a) Upon receipt of a written authorization of payroll deduction of dues by the employee, the City agrees to deduct Union membership dues levied in accordance with the

Union's bylaws from the pay of each employee authorizing such deduction. Said dues shall be deducted from the employee's pay at the end of the first full pay period every month during the term of this contract (employees working less than three weeks in a given month, but more than one week, shall remit his dues to the Union in cash).

(b) The Union will initially notify the City as to the amount of dues to be deducted. Such notification will be certified to the City, in writing, over the signatures of the authorized officer or officers of the Union. Changes in the Union membership dues rates will be similarly certified to the City and shall be done at least one (1) month in advance of the effective date of such change.

(c) After collection of such dues, the City shall remit all dues from the deductions of the employees' paychecks to the designate treasurer of the Union within ten (10) days of the time the deduction is made.

ARTICLE 9
SENIORITY

Section 9:1 – Seniority

(a) Seniority is hereby granted to all employees of the City within the bargaining unit except temporary employees and seasonal employees. Temporary employees, for the purpose of this Agreement, are those who are employed by the City for the express purpose of handling some emergency, catastrophe or some unusual occurrence, in which it is necessary to hire additional workers for a short period of time. Such temporary employees shall not be hired for a period to exceed ninety (90) days for each emergency, except by mutual Agreement of the City and the Union. Seasonal employees are those persons hired by the City from April through November for the purpose of handling excess work caused by seasonal change.

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

(c) There shall be no replacement of regularly employed workers by temporary employees or seasonal employees.

Section 9:2 - Seniority List

(a) At the date of execution of this Agreement, the City will furnish to the Union a seniority list that is up-to date and which will show the individual employee's hiring date, their name and their seniority period. This roster shall be furnished during the term of this Agreement.

(b) Said seniority list will be posted on bulletin boards provided by the City, and the City will furnish the Union President the same list at the Union's request. If either party does not contest seniority date posted within thirty (30) days, the said date of seniority is to be presumed conclusively correct (after posting).

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

Section 9:3 - Loss of Seniority

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

Section 9:4 - Super Seniority

The President, Vice-president, and Secretary/Treasurer of the Union shall have super seniority, provided they have the necessary skills and ability to perform the work. That is to say, that in the event of a layoff of any type, they are to be considered as the employees with the longest date of employment with the City.

ARTICLE 10
SHIFT PREFERENCE

Shift preference will be granted to an employee within his classification on the basis of seniority within the department. A transfer to the desired shift will be affected within two (2) weeks following the end of the current pay period within which the written request is made. Mutual time exchanges, between qualified employees, may be made within the same payroll period for the convenience of employees as long as overtime is not engendered, thereby, subject to prior written notification to the immediate supervisor.

ARTICLE 11
LAYOFF AND RECALL

Section 11:1 - Layoff

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

Section 11:2 - Notice of Layoff

The Human Resource Director or designee shall give written notice to the permanent employee and the Union on any proposed layoff in his department. Such notice shall state the reasons therefore and shall be submitted at least thirty (30) calendar days before the effective date thereof.

Section 11:3 - Layoff Benefits

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

Section 11:4 - Recall

(a) Permanent employees to be recalled from layoff shall be called on the basis of their seniority, as hereinafter provided, and the City shall notify them by certified mail, return receipt requested, of the recall. The employee shall be allowed ten (10) working days to respond after notice has been sent by certified mail to their last known address.

(b) Employees who decline recall or who fail to report as directed within the time allowed shall be presumed to have resigned and their names shall be removed from the seniority and preferred eligibility list.

ARTICLE 12
NEW HIRE PROBATION

All new employees shall be placed on a probationary period for six (6) months. The probationary period shall be for the purpose of determining the ability of the employee to perform the functions required by the job classification; and during such period he shall be subject to removal, subject to the condition that at the request of the Union, before the dismissal is consummated, the City shall review with a Union representative(s) and/or the employee, the cause for dismissal.

ARTICLE 13
DISCHARGE AND DISCIPLINE INVOLVING TIME OFF

Section 13:1 - Discharge/Discipline Notification

(a) The City agrees upon discharge or discipline of an employee to notify, in writing, (a) the president of the Union. (b) in his absence, then the vice-president. and (c) in the absence of both, the secretary/treasurer.

(b) The discharged or disciplined employee will be allowed to discuss his discharge or discipline with the Union Negotiation Committee if readily available, and if not readily available, then with any Committee members who may be readily available.

Section 13:2 - Discharge/Discipline - Prior Infraction

In any event, discharge and/or disciplinary action must be for just cause that can be tested in grievance machinery and arbitration. In imposing any discipline on a current charge, the City will not take into account any prior infractions of departmental rules or

regulations which occurred more than three (3) years previously, nor will the City impose discipline on an employee for falsification of his/her employment after a period of three (3) years from date of hire. Probationary employees shall not have access to the grievance procedure or arbitration.

Section 13:3 - Personnel Review Board

(a) A Personnel Review Board, consisting of the City Manager or his delegate, the department head or his delegate, and one (1) non-union City employee appointed by the City Manager, plus three (3) members of the Utility Workers Union of America bargaining unit shall be formed once each year during the month of January.

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

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

ARTICLE 14
UNION BARGAINING COMMITTEE

Section 14:1 - Negotiating Committee

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

Section 14:2 - Negotiating Committee/Wages

Contract negotiations will be without pay, unless mutually agreed between the Union and City that it is necessary to conduct meetings during regular scheduled work hours. In the case of such an agreement compensation at the normal pay rate will be granted.

Section 14:3 - Union Officers/Discrimination

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

Section 14:4 - Union Representation

To service this Agreement for changes, meetings and grievances other than negotiations where applicable, any two (2) of the following three (3) officers: president, vice-president and secretary/treasurer of the Union shall meet with management (or whatever portion of them which they themselves shall decide) plus one national union representative when deemed necessary. The highest authority being the president, and in his absence, the vice-president.

ARTICLE 15
GRIEVANCE PROCEDURE

Section 15:1 - Investigation

In an effort to avoid unnecessary grievances, the union steward and related potential grievant shall be provided up to two hours, with pay, to investigate grievances. This time off (including the time of departure and return) shall be arranged in advance with the supervisor and shall be granted within two (2) working days.

To clarify said understanding, the Union shall submit, in writing to the supervisor(s), the request for time off. That said request shall identify the possible grievance for which it is investigating. If this time to investigate is delayed by two or more days, the time limits stated above will automatically be extended accordingly.

Section 15:2 - Presentation of Grievance

Prior to the formal presentation in Step 1 below, an employee shall informally present a grievance: (a) either through his/her designated departmental Union representative, or (b) through his own presentation, provided that the bargaining representative has been given the opportunity to be present.

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

Step 1 = aggrieved and one (1) union representative
Step 2 = aggrieved and two (2) union representatives
Step 3 = aggrieved and two (2) union representatives
Step 4 = aggrieved and three (3) union representative.

The Union may meet with its witnesses for one-half hour, with pay, immediately prior to an arbitration meeting.

Section 15:3- Grievance Content

All grievances shall, when required to be in writing, use the standard agreed upon Grievance Request Form and specify:

a. Name of grievant;

b. Date of filing;
c. Date of alleged violation;
d. Synopsis of events and statements of facts in support of the grievance;
e. List of known witnesses to alleged contract violation
f. Contract Articles(s) and Section(s) allegedly violated, or rules and regulations claimed to be unreasonable or misapplied;
g. Adjustment requested.

Section 15:4 Grievance Procedure

The Union's choice of representation in the following steps will not be affected by the restrictions in the informal step outlined in Section 14:4 – Union Representation.
An employee shall present a grievance as follows:

Step 1 (Submit Grievance to Immediate Supervisor)
An employee (through the Union) or the Union on behalf of one or more employees (or on its own behalf) shall initiate a grievance by submitting such grievance in writing to the supervisor involved within fifteen (15) working days after the occurrence or omission giving rise to the grievance or the grievance shall be considered dropped. The supervisor shall reply in writing within fifteen (15) working days thereafter. If no reply is received from the supervisor within the prescribed time limit, the matter is automatically settled in the Union or employee's favor.

Step 2 (Submit Grievance to Department Head)
If the supervisor's answer is unsatisfactory, the Union may request a Second Step meeting, in writing, with the department head within fifteen (15) working days of the supervisor's disposition or the grievance shall be considered dropped. A meeting between the department head and the Union shall be arranged within fifteen (15) working days of receipt of a grievance by the department head unless mutually extended. The Union may meet for fifteen (15) minutes immediately prior to the joint meeting. The department head shall provide his/her written response within fifteen (15) working days of the meeting unless mutually extended. First and Second Step processing shall include dates received and dates issued. If no reply is received from the department head within the prescribed time limit, the matter is automatically settled in the Union or employee's favor.

Step 3 (Submit Grievance to City Manager or Designee)
If the answer of the department head is unsatisfactory to the Union, the Union may request a Third Step meeting, in writing, with the City Manager or designee. Such appeal shall be within fifteen (15) working days of the second step answer or the grievance shall be considered dropped.

The City Manager or designee shall meet with the Union within fifteen (15) working days of the presentation of the appeal, unless mutually extended, and the aggrieved employee may attend the meeting. The Union may meet for thirty (30) minutes immediately prior to the joint meeting.

The City shall provide its written response to the grievance within fifteen (15) working days of the meeting unless mutually extended. If no reply is received from the City

Manager or designee within the prescribed time limit, the matter is automatically settled in the Union or employee's favor.

If the parties are unable to resolve the grievance as a result of Step 3, the matter may be submitted by either party to mediation prior to Step 4, arbitration, as hereinafter provided for in this agreement. If the grievance is to be submitted to mediation, the sponsoring party shall give notice within fifteen (15) working days to the other party of the intent to mediate. Said mediation is not binding on either party and shall be conducted by the State of Michigan Consumer Industry Relations Service at no cost to either party. At the conclusion of mediation either party may give notification within fifteen (15) working days to proceed with Step 4 (arbitration).

Step 4 (Submit Grievance to Arbitration)
If the grievance is not satisfactorily adjusted in the last preceding step (Mediation or Step 3) within the time provided (unless mutually extended), either party shall, within thirty (30) working days, in writing, request binding arbitration or the grievance shall be considered dropped. The parties shall be obligated to proceed with arbitration in the matter hereinafter provided.

The arbitration selection process shall be as follows: Within 30 days after execution of this Agreement and annually thereafter, the Union and Employer shall simultaneously exchange the names of eight bona fide labor arbitrators (who are members of the National Academy of Arbitrators, or on the American Arbitration Association or Federal Mediation and Conciliation Service Rolls). Each party shall then have the right to strike five names from the other party's list. The six remaining names shall be the panel of arbitrators to be used in the event of any grievance-arbitration matter.

When the demand for arbitration is received by the Employer, representatives of the Union and Employer shall meet and select the arbitrator as follows: by blind draw or lottery, two of the six shall be drawn. The first name drawn will be the arbitrator and the second name drawn will be the alternate, in the event the first arbitrator refuses or is unable to serve.

The arbitrator will be requested to serve, provide dates for the hearing, and provide a copy of his/her fee schedule. Copies of the grievance, answer, and the grievance-arbitration procedure shall accompany the letter.

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.

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

Section 15:5- Grievances/Resolution

Any and all grievances resolved at any step of the grievance procedure as contained in this Agreement shall be final and binding on the City, the Union, and any and all unit employees involved in the particular grievance.

Section 15:6- Grievance Rights of Management

The City shall have the right to the grievance procedure, if so desired, and in accordance with the following provisions: the City will present any grievance to the Union by written appeal to the Union Executive Committee.

A meeting shall take place with fifteen (15) working days of receipt of the appeal.

An answer shall be forwarded by the Union's Executive Committee to the City Manager or designee as head administrative officer for the City within fifteen (15) working days.

If the answer of the Union Executive Committee is unsatisfactory to the City, both parties agree that the City may invoke Step 4 of the grievance procedure as outlined in Section 15:4.

Section 15:7 Grievance Rights of the Union

The executive board of the Union shall have the right to grievance procedure, if so desired, in accordance with the following position: the executive board will present any grievance to the City Manager or designee by written appeal to the City Manager.

ARTICLE 16
PROMOTIONS

Section 16:1 – Promotions

(a) Promotions within the bargaining unit shall be made on the basis of the senior qualified applicant. Qualifications shall be based upon skill, ability, job-knowledge, and work record. Work record shall include any multiple disciplinary actions for same offense. In the event that two (2) or more applicants have relatively equal qualifications, the senior applicant shall be selected for the position.

(b) No employee of the Electric Department will be discriminated against merely because he/she does not have a high school or GED certificate and shall not be limited to any one position, but shall be considered for any position on the basis of his/her seniority and ability to perform the job.

(c) Job vacancies will be posted for a period of five (5) working days, providing the City has at least two (2) weeks notice of vacancy occurring, otherwise three (3) working days, setting forth the requirements for the position on the bulletin boards on which the seniority list is posted. The City will make every effort to fill a posted position within thirty (30) days.

(d) Employees who may be interested shall apply within the posting period and said qualified employee shall be granted a six (6) month trial period to determine his/her ability to perform the job. During the six (6) month trial period, the employee may request to revert back to his/her former classification.

(e) If the employee is unsatisfactory in the new position, notice and the City shall submit reasons to the Union in writing with a copy to the employee. The matter then may become a proper subject for the second step of the grievance procedure.

(f) However, in the event that the employee is returned, by virtue of this provision, said employee will be reinstated with the seniority that he/she had accumulated during the probationary period, and at all times during the trial period, the employee shall receive the rate of pay for the job he/she is performing.

(g) In the event the City fails to give an employee work to which his/her seniority and qualifications entitled him/her and such work does exist and a written notice of his/her claim is filed within thirty (30) days of the time the City first failed to give him/her such work, the employee may file a grievance under the grievance procedure.

Section 16:2 - Promotions/Temporary

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

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

ARTICLE 17
SICK LEAVE

Section 17:1 - Sick Leave

(a) Sick leave for each permanent employee shall be one day (8 hours) with pay, for each month of service, except that probationary employees will not be able to use sick time until completion of six (6) months of service. For the purpose of this section, a month of service is complete when the employee has worked ten (10) days (80 hours) in any one (1) month.

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

(c) There will be no limit to the amount of unused sick leave that may be accumulated. Any employee who is on sick leave shall be entitled to all fringe benefits as if they are working but shall not accrue vacation days or personal holidays for such period of sick time use which extends beyond sixty (60) calendar days.

(d) Employees absent from work on legal holiday, during paid vacation or on special leave of absence with pay, shall continue to accumulate sick leave at the regularly prescribed rate during such absences as though they were employed.

Section 17:2 - Sick Leave/Verification

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

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

(b) The false reporting of time off as being required for sickness shall constitute a serious offense. Where an employee abuses his sick leave and thus interferes with the operation of the department, he may be subject to discipline.

Section 17:3 - Sick Leave/Family Medical Leave

Five days (40 hours) of accumulated sick leave per calendar year may be used by the employee for family sickness (family being defined as parents, spouse and/or children living at home). Family long-term sickness for mother, father, spouse, child, or foster child is subject to the Family Medical Leave Act (FMLA) rules and regulations.

Section 17:4 - Sick Leave/Doctor Visits

An employee may use his accumulated sick leave for verified employee doctor and dental visits.

Section 17:5 - Sick Leave/Retirement Payout

(a) In the event an employee retires, or dies before retirement, he/she or his/her surviving beneficiary, shall receive compensation in a sum equivalent to one-half (1/2) of his/her accumulated sick leave credits within thirty (30) days, such payment to be based upon one-half (1/2) of a maximum of one thousand, two-hundred eighty (1280) hours at his/her prevailing hourly rate according to his/her classification.

(b) Employees hired, transferred or promoted into this unit on or after July 1, 2007, and who retire from active employment or die before retirement, he/she or his/her surviving beneficiary, shall receive compensation in a sum equivalent to one-half (1/2) of his/her accumulated sick leave credits within thirty (30) days, such payment to be based upon one-half of a maximum of seven hundred twenty (720) hours at his/her prevailing hourly rate according to his/her classification.

Section 17:6 - Sick Leave/Workers' Disability Compensation

(a) An employee who becomes so disabled under circumstances where there is or may be a dispute as to whether his disability is covered by the Michigan Workers' Disability Compensation Act may elect to utilize his/her accrued sick leave time, during such period of dispute, if the employee first signs an agreement providing that the City will receive full reimbursement for all payments received by the employee for disability benefits later determined to be covered by the Michigan Workers Disability Compensation Act.

(b) If it is determined that such disputed disability benefits are covered, the employee may then alternatively choose to reimburse the City for the difference between the compensation received utilizing accrued sick leave and the disability benefits received and, in turn, the City will credit the employee back the number of accrued sick days utilized in the process.

ARTICLE 18
WORKERS' DISABILITY COMPENSATION

(a) The City will provide fully paid Workers' Disability Compensation insurance. In addition, the City will supplement Workers' Disability Compensation payments for those employees who remain eligible (Note: Eligibility disputes will be determined by the Michigan State Workers Disability and Compensation Bureau, Lansing MI) for same due to a work-related injury, in an amount equal to the difference between the Worker's Disability Compensation payment received and eighty (80) percent of the employee's gross base weekly wage for a maximum of five (5) years. Thereafter, the workers' disability compensation rate in accordance with the state statute will continue.

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

(c) For the first six (6) months an employee is disabled under Worker's Disability Compensation, the employee shall receive all fringe benefits normally attributed to a working employee with the exception of sick leave and vacation accrual, which will be frozen after an employee is in receipt of Worker's Disability Compensation for (90) continuous days unless the employee works ten days (80 hours) in a given month. Thereafter, only hospitalization coverage shall continue.

(c) Effective July 1, 1998, the City agrees to provide for, if necessary, up to two (2) positions (at any one time) titled, "Aerial Lineworker" and to be filled by qualified Overhead Lineworkers injured on the job to the extent that they are no longer physically capable of climbing utility poles to the degree required by their job classification. In such position, employees must still be capable, and fulfill, all other duties and responsibilities typical of the Overhead Lineworker. They will, however, perform such functions within the confines of an aerial boom truck. Any employee transferring to the classification of "Aerial Lineworker' shall have their wages capped at the rate at the time of transfer (3% below Lineworker-A) and total employment in the classification of "Aerial Lineworker' shall not exceed twenty-four (24) months unless mutually extended between the City and the Union.

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

ARTICLE 19
PHYSICAL EXAMS

Section 19:1 - Physical Exams

Effective July 1, 1998 employees may be required to undergo a physical examination from the City physician, and/or other health care provider at the discretion and expense of the City, and the City shall provide written justification compelling the exam, in such instances as the employee presents outwardly discernible changes to behavior or characteristics which give rise to concern on the part of the employer. The scope of the physical examination shall be determined by the City. If the employee disagrees with the City exam results, the employee has the option to seek a second opinion.

Section 19:2 - Physical Exams/Failure

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

(b) An employee who has completed twenty (20) or more years of continuous service and, in the opinion of the employer's physician, is unable to perform his/her regular duties due to the physical condition or impairment, will be assigned to a job classification and work that the employee is able to perform. Any employee so assigned shall have their wages frozen until such time as wages for the job assigned exceeds the "frozen" rate. Total employment in a re-assigned position shall not exceed twenty-four (24) months unless mutually extended between the Electric Department Director and the Union. At the conclusion of said twenty-four month period, the employee (if covered by a Defined Benefit retirement program and less than sixty (60) years of age) may opt to purchase the remaining years of service to equal "eligible" retirement (25 years), (with the City covering 50% of total costs up to a maximum 3-years purchased) and retire. If said same employee chooses not to purchase the additional years to eligible retirement, the City, at it's sole discretion, may choose to conclude his/her employment.

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

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

second opinion, but will be borne by the employee when found to be in Agreement with the first opinion.

Section 19:3 - Alcohol/Drug Detection

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

(b) Federal law and regulations (The Omnibus Transportation Employee Testing Act of 1991, and regulation adopted pursuant thereto by U.S. Department of Transportation) also require that employees in jobs which require a Commercial Driver's License (CDL) must be periodically tested on a random basis for the presence of illegal drugs and for alcohol; and will be subject to further testing following vehicular accidents, citations for a moving violation, and upon reasonable suspicion of drug and alcohol use.

1. An employee found to gave a Breath Alcohol Level (BAL) of .02% or more but less than .040% of alcohol shall be placed on disciplinary suspension without pay for at least twenty-four (24) hours. Return to work testing is required. The Department of Transportation (DOT) requires an employee to be evaluated by a Substance Abuse Professional (SAP) for any positive result, prior to returning to a "safety sensitive" position.
2. An employee found to have .04% or more of alcohol level, or an employee found positive on one or more prohibited drugs shall be placed on disciplinary action up to and including discharge.
3. The city may, at its discretion, offer or require an employee to undergo, and to satisfactorily complete, substance abuse evaluation, counseling, and/or treatment. Such cases include disciplinary action up to and including discharge.
4. An employee shall be expected to fully cooperate with all testing procedures. Failure to cooperate in any respect shall be deemed a refusal to be tested. Any refusal is treated as a positive and will be posted as a positive under DOT regulations and will require employee to follow up with a SAP before returning to work. Any refusal to cooperate or participate in testing procedures shall be deemed insubordination and the employee shall be subject to discharge.

(c) Return to Duty Testing:

If the City determines that the employee may return to duty after a positive test or disciplinary action, the employee who has been rehabilitated must be tested six (6) times within twelve (12) months of returning to duty. In addition, the employee must do the following:

A. Be evaluated by an SAP approved by the City
B. Comply with all recommended treatment
C. Pass return-to-work tests
D. Be subject to unannounced follow-up testing

ARTICLE 20
GENERAL LEAVES OF ABSENCE

Section 20:1 - Leave of Absence Without Pay

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

(b) Where necessary, an employee may be granted up to 12 weeks off for sickness as outlined in the Family Medical Leave Act (FMLA). The City requires that when the FMLA is granted, accumulated sick days, personal days, and vacation days must run concurrent until such days are exhausted. Once the above days are exhausted then the balance of the 12 weeks shall be unpaid.

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

Section 20:2 - Report of Absence

(a) Employees, will notify their supervisor in advance when they are going to be absent for any reason. If advance notice is not possible, the employee will notify the City's designated person one-half (1/2) hour before the start of his shift.

(b) At the present time, and until further notice, the designated person will be the City's answering service from 6:00 a.m. until 7:00 a.m. All requests received after 7:00 a.m. will be denied unless unusual circumstances exist. Employees calling answering service will be subject to a callback from a supervisor, if he feels more information is needed.

Section 20:3 - Maternity Leave/Parental Leave

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

(a) Employees shall be granted up to six (6) months for childbirth, adoption, or foster care.

(b) A request for maternity/parental leave shall be submitted in writing to the department head at least thirty (30) days prior to the date the leave is to begin, unless unusual circumstances exist. Recommended notification is as soon as medical confirmation is received and usually no later than the 5th month of pregnancy.

(c) The employee shall be allowed to remain on the job as long as the physician certifies ability to perform regular duties.

(d) 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 for maternity/parental leave shall be six (6).

(e) The City of Bay City requires the use of accrued sick days, vacation days, and personal days to be used as part of the FMLA maternity/parental leave. After exhausted paid leave days, the remainder of the leave will be without pay. The total leave shall not exceed six (6) months.

(f) City paid insurance coverage will continue to be paid during the first twelve-(12) workweeks of the maternity/parental leave. In the event that an employee's maternity/parental 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) work weeks with said employee paying the illustrative premiums monthly in advance when the employee advances to leave without pay.

(g) An employee shall return to work from maternity/parental leave upon release from the physician, provided that in any event, the employee shall return no later than six (6) months after the start of leave.

(h) An employee returning from maternity/parental leave will be reinstated to the same classification and with current step held at the time of request for leave.

(i) Seniority, vacation days, and personal days shall not accrue while on maternity/parental leave. Provisions of the Family Medical Leave Act (FMLA), City policy and handbook shall apply.

Section 20:4 - 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 defined as: son, daughter, son-in-law, daughter-in-law, foster child, mother, father, sister, brother, grandmother, grandfather, grandchildren, mother-in-law, father-in-law, and step relatives of the same degree as herein.

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

ARTICLE 21
HEALTH AND DENTAL INSURANCE

Section 21:1 - Health Insurance (Full-Time)

Effective as soon as can be implemented following the signing of this agreement, the City will provide all full-time, employees, and their eligible dependents with BCBS Flexible Blue Plan 2 High Deductible health care coverage, or an equivalent coverage program, with the City of Bay City funding an HSA for the deductible (as indentified in the chart below). Until such time as the terms and conditions of the coverage program detailed herein can be implemented, the City will continue to provide employees and their dependents with the same coverage as was in effect prior to the commencement of this agreement.

BCBS Flexible Blue Plan 2 high deductible health care coverage does not coordinate with Medicare, therefore any participants enrolled in Medicare, both active and pre-65 retirees, will be placed on the BCBS 2+1 Supplemental Plan or equivalent.

1. Employee Contribution:
Employees shall have automaticall deducted, from each payroll check, for each bi-weekly payroll period, an amount established "pre-tax", in accordance with Public Act 152. This amount will be established based on either the "Hard Cap" option or the 80/20 option.

Regardless of applicable Public Act 152 deductions, employees will be responsible to pay a minimum of twenty percent (20%) of the health care illustrative rates on a "pre-tax", bi-weekly basis.

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.

2. Employer Contribution:

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

	Effective Upon Ratification	Effective 1/1/13	Effective 1/1/14	Effective 1/1/15	Effective 1/1/16
Coverage	**ER PY**	**ER PY**	**ER PY**	**ER PY**	**ER PY**
Single	$1250	$1250	$1250	$1250	$1250
2-Person	$2500	$2500	$2500	$2500	$2500
Family	$2500	$2500	$2500	$2500	$2500

In the event that the insurance carrier increases the annual deductible amount from January 1, 2012 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.

New Hires
Any newly hired member shall have the employer HSA contributions identified above prorated according to the percentage chart below:

Hire Month	% Funded by Employer	Hire Month	% Funded by Employer
January	100%	July	50%
February	92%	August	42%
March	83%	September	33%
April	75%	October	25%
May	67%	November	16%
June	58%	December	8%

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.

The City will continue to pay the costs associated with the above-described program coverage for a period of six (6) months from day of layoff, except where the employee was "fired for cause," in which event the coverage is to be terminated as soon as possible under this policy.

Section 21:2 – 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 21:3 – Health Insurance Waiver

Full-time, active employees who are eligible for City-provided health care coverage and choose to not participate and waive such coverage because they are covered by an alternative health insurance plan by an employer other than the City of Bay City, shall receive a payment (in lieu of health care coverage) of one hundred fifty dollars ($150) per month, paid monthly, for each and every month such coverage is waived.

An employee who waives health insurance coverage shall have the opportunity to resume coverage during the calendar year if the alternative coverage is no longer available to the employee 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 sign a waiver and show proof of alternative insurance coverage from an employer other than the City of Bay City. A City employee married to another City employee who participates in City-provided health insurance is not eligible for the health insurance waiver.

Section 21:4 – Dental Insurance

Effective as soon as possible following commission approval of this agreement, the City shall provide employees and their eligible dependants with a dental insurance plan which covers 100% preventative care, 75% basic care, 50% major dental care, and has an $1,000 annual maximum, with no deductibles per-person, per-benefit-year.

Section 21:5 – Retirement Health Savings (RHS) Plan

Employees hired, transferred or promoted into the bargaining unit after July 1, 2007, 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 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 21:6 – Retiree Health Care

Eligibility: To be eligible for the City's health care coverage, employees must retire from active employment with (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, 2007, 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, 2007 for whom no retiree health insurance is available, the City will establish a Retirement Health Savings (RHS) Plan.

Pre-65 Retirees: The City will provide health care coverage to eligible Pre-65 retirees (who retire from active employment) and their IRS dependents with Blue Cross/Blue

Shield high deductible health care coverage or an equivalent coverage program with the City funding an HSA for the deductible (as identified in the chart above in 21:1(a)).

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-five (25) years of service and shall pay 15% of the premium on a monthly basis (based on illustrative rates)

Retirees will contribute the following percent of the premium on a monthly basis (based on illustrative rates).

Years of City Service	Pre-65 Retiree Pays
20	20% of monthly illustrative rate
25+	15% of monthly illustrative rate

Post-65 Retirees: Post-65 Retirees are required to participate in the Medicare Programs Part A&B. Thereafter, those retirees eligible for the City's health care shall receive the City's Post-65 NEBCO or equivalent retiree health coverage according to the applicable co-insurance outlined below. The City's Post-65 health plan shall supplement Medicare coverage and the retiree shall be responsible to participate in and pay for their Medicare "Part B" premium. Post-65 retirees will be automatically enrolled in the City's Medicare "Part D" plan at no additional charge to the retiree.

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-five (25) years of service. Regardless of pension eligibility under the Michigan Employees Retirement System (MERS), an employee retiring shall pay 15% of the premium on a monthly basis (based on illustrative rates provided by the vendor)

ARTICLE 22
LIFE AND AD&D INSURANCE

Section 22:1 - Life Insurance

The City will provide term life insurance at no cost to the employee in the amount of fifty thousand ($50,000) dollars to each employee. If possible, the City will provide an option for employees to voluntarily purchase any additional life insurance coverage (for self, spouse, child) at the employee's expense.

Section 22:2 - AD&D Insurance

The City will provide accidental and dismemberment insurance, at no cost to the employee, in the amount of fifty thousand ($50,000) dollars to each employee.

ARTICLE 23
RETIREMENT/PENSION AND DEFERRED COMPENSATION PLAN

Section 23:1 - Retirement/Pension

(a) Full-time employees (either represented by or to be represented by the bargaining unit), as of July 1, 1997, shall be eligible for the Municipal Employees' Retirement System (MERS) Benefit Program B-4 FAC-3, V10; or F-25.

(b) The contribution co-pay of 4.5% of employees' gross wages shall be effective for all employees.

(c) Employees may retire with 25 years of service regardless of age under the Municipal Employees', Retirement System (MERS) Benefit F-25 Program. For the purposes of obtaining twenty-five (25) years of service an employee may purchase (exclusively at the employees own cost) up to five (5) years of generic time.

(d) Employees hired into the bargaining unit on or after July 1, 1997 or existing employees who choose to convert to the Defined Contribution Plan, shall receive pension/retirement benefits equal to a defined contribution program administered by either MERS or ICMA Retirement Corporation, which shall require one of the following pre-tax option pension plans:

i. The City to contribute 3.5% of the employee's gross wages, with the employee contribution of 1.5% transferred and deposited on a bi-weekly basis, into a self-directed, qualified plan, which shall be transportable and provide immediate vesting.

ii. The City to contribute 7% of the employee's gross wages, with the employee contribution of 4.5% transferred and deposited on a bi-weekly basis, into a self-directed, qualified plan which shall be transportable and provide 50% vesting after the second year of employment; and 100% vesting after the fourth year of City employment. (Maximum aggregate employer and employee contribution could combine to total 11.5% of yearly gross wages).

(e) Employees transferred into the bargaining unit on or after July 1, 1997, shall be eligible to continue to receive their pre-transfer pension benefit coverage according to all the pre-existing terms and conditions thereof. These same transferees shall become eligible to receive any and all pension benefit coverage upgrades or amendments or upgrades become effective for the authorized positions from which they were transferred.

(f) In the event the combined City and employee contributions to the MERS System would decrease below 4% of the gross employees wages, the co-pay will be adjusted to a fifty-fifty split, City and employee.

(g) Eligibility for retirement includes the MERS Defined Benefit Program B-4, FAC-3, V10; or F-25 or 60/10; or 20 years of service with the Defined Contribution plan.

Section 23:2 - ICMA-RC Deferred Compensation Plan

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

ARTICLE 24
VACATIONS

Section 24:1 – Vacation Schedule

(a) Employees with twenty (20) years or more of credited service, effective July 1, 1998 shall be eligible for vacation leave with pay according to the following schedule:

Years of Continuous Service	Vacation Eligibility at Start Of Next Calendar Year
One (1)	Twelve (12) days (96 Hours)
Five (5)	Thirteen (13) days (104 Hours)
Ten (10)	Fifteen (15) days (120 Hours)
Eleven (11) to Twenty (20)	Sixteen (128 Hours) to Twenty-five days (200 Hours)

(b) Accrue one (1) additional (8 hours) day for each successive completed year of continuous service to a maximum of twenty-five (25) vacation days after twenty (20) years of service.

(c) Eligibility for vacation days assumes the employee works the entire year.

(d) Employees with less than (20) years of service as of July 1, 1998, or new employees or transferees hired after July 1, 1998 shall be eligible for vacation with pay according to the following schedule:

Completion of Service	Eligibility/Allowance Commencing with Calendar year
One (1) year	12 days (96 Hours)
Three (3) years	15 days (120 Hours)
Five (5) years or greater	20 days (160 Hours)

(e) New hires will be eligible for a pro-rated amount of vacation after the first year anniversary to the end of that calendar year, on the formula: "X" divided by 12 times 12, where "X" is the number of whole months remaining in that year. Fractional amounts round down to the next lower whole number.

(f) Eligibility for vacation days assumes the employee works the entire calendar year.

(g) The 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 purpose of this contract to encourage the employee to take their vacation time, and in

accordance therewith, the employee is not allowed to work for the City during his/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.

(h) On termination by retirement or by discharge, the employee is paid for whatever vacation time he/she has accumulated during the year in which he/she either retires or leaves the employment of the City. At the time an employee dies during the calendar year under consideration, his/her surviving beneficiary 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.

Section 24:2 - Vacation/Carry over/Payout

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:

a) In the event of sickness, injury, or disability in excess of that authorized for such purposes, the employee may (within the discretion of the Department Head) charge such additional time off against his vacation allowance.

b) In the event of unusual circumstances, and where advance request is made, unused vacation time, up to forty (40) hours, may be carried over into the next calendar year upon approval of 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.

Section 24:3 - Vacation/Holidays

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

Section 24:4 - Vacation/Scheduling

Employees must schedule vacations to be taken during peak periods (June, July, August, and November 15-30) in February. Vacations so scheduled may be changed or canceled by the employee subject to approval by the department head/designee. Employees requesting vacation during other time periods must provide One (1) days notice for vacation of two (2) days or less and two (2) days notice for vacations of more than two (2) days, unless unusual circumstances exist, may be waived by the Department Head/Designee. The City may deny any vacation request.

ARTICLE 25
HOLIDAYS AND PERSONAL DAYS

Section 25:1 - Holidays

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

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	

(b) If the holiday falls on a Saturday or Sunday, another paid holiday shall be designated by the City Manager.

Section 25:2 - Holiday Pay

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

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

Section 25:3 - Personal Days

Employees will be entitled to four (4) paid Personal Days (32 hours) per calendar year, which will be provided on January 1. Employees hired on or after July 1 will be entitled to one (1) Personal Day (8 hours) 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 City and are to be taken in the year earned and may not be accumulated. In the event an emergency arises during normal work hours, employees may use up to eight (8) hours per year in one (1) hour increments for such emergencies. Absence for any part of a day shall be charged proportionately in units of not less than one (1) hour.

Upon separation from employment, an employee will be paid for any unused Personal Day(s) as follows: one (1) day if employee's last day of work is on or before June 30 and two days if employee's last day of work is on or after July 1.

ARTICLE 26
WORK HOURS AND OVERTIME HOURS

Section 26:1 - Work Hours

(a) The regularly daily work period shall consist of eight (8) consecutive working hours excluding the time taken out for meals (1/2 hour), and the work week shall consist of five (5) daily consecutive scheduled work periods (Monday through Friday, excluding Holidays), in seven (7) consecutive days.

(b) It is agreed that the normal lunch period may be shifted by one (1) hour in either direction in order to allow certain work to be performed, which due to circumstances, cannot conveniently be done during the regularly established working hours, but if the City does not shift lunch periods, any work done during the employees regular lunch period will be paid for at the applicable overtime rate.

Section 26:2 – Prescheduled Overtime

(a) All prescheduled overtime hours shall be equitable as possible and distributed between bargaining unit members to the classification which normally performs the work (also see Section 26:3). Prescheduled overtime projects will be posted on the employee bulletin board a minimum of one (1) day in advance of scheduled projects. The posting will indicate the project, scheduled time, and the number of employees by classification needed. The Lineworker-in-Charge assigned to a specific work order or job, who has the most time invested on a particular project, shall have first consideration to work overtime to complete that particular project. Employees will be selected by classification, using their accumulated, prescheduled calendar year overtime balance and employees with low, prescheduled overtime balances will be selected first to equalize overtime. Selected employees will be notified no later than eight (8) working hours prior to the start of project.

(b) Employees refusing to work prescheduled overtime will be charged with overtime hours equal to those employees that worked by classification. Employees' annual accumulated, prescheduled overtime balance will include actual worked, refused and non-sign up prescheduled overtime hours. The City will post monthly on the employee bulletin boards, a year-to-date accumulated, prescheduled overtime balance summary of all bargaining unit members.

(c) Prescheduled overtime hours will be on a voluntary basis. However, if the requested number of employees is not obtained on a voluntary basis, the low seniority employees in that classification needed would be required to work.

(d) An employee assigned to standby cannot sign for or work prescheduled overtime.

Section 26:3 - Emergency/Unscheduled Overtime

(a) In cases of existing or impending emergencies, all bargaining unit members are expected to work unscheduled work when requested. The City (or its designated

representative -currently the Answering Service), Non-Union Supervision, Local #541 Supervisors, and bargaining unit members will use a Seniority Call-out List which will indicate seniority by classification and call-outs will be made for necessary employees in descending seniority order by classification groups. It will be the responsibility of the Department Head or designee to assure this seniority call-out list is up-to-date.

(b) In case of emergency or unscheduled overtime, the standby employee shall use the Seniority Call-Out List if two (2) employee's are needed. If more than two (2) employee's are needed, the standby employee shall contact a supervisor.

Section 26:4 - Work Continuation Overtime

Overtime for projects which are contiguous with their regular work schedule (either after or before), prescheduled or unscheduled overtime projects continuing longer than planned, will utilize the assigned employees of the project. If the existing project employees are unable to work the overtime, employees of equal qualifications un-assigned to an existing overtime project, with low prescheduled overtime (using prescheduled calendar year overtime balance) or unscheduled overtime (using the Seniority Call-Out List), whichever applies to the existing project, will be selected first to equalize prescheduled or unscheduled overtime (whichever applies to the existing project).

Section 26:5 – Standby Overtime

For those instances when electric service requires activation between 3:30 p.m. and 5:00 p.m., on regular business days, to turn-on service (re-install meters, remove limiters, etc.), Standby employees will be the employees of first choice for those tasks.

Section 26:6 – Mutual Aid

When members assist employees of another cooperative or utility in repairing such cooperative's or utility's lines the following overtime exceptions shall be in place:

(a) Bay City Electric, Light & Power employees shall be paid straight time for all hours worked from the time the employee receives the initial call to arrival at the other cooperative or utility. Except in cases where overtime would already be justified based upon current contract language.

(b) Bay City Electric, Light & Power employees shall be paid double time for all other hours worked for the other cooperative or utility, provided that this provision does not apply to work performed for any entity legally related in any way to the City of Bay City.

ARTICLE 27
PREMIUM PAY

Section 27:1 - Overtime Pay

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

(b) Compensatory Time - Compensatory time off shall be available to all Local #482 employees. Compensatory time off is granted to an employee in lieu of immediate overtime pay payment.

In order to be taken by an employee, compensatory time off must be scheduled and approved, in writing, in advance by the City. Compensatory time off may be taken in conjunction with vacation and holidays when approved in advance by the City.

The maximum number of compensatory time off hours that can be accumulated in the bank at any time by an employee is forty (40) hours. Not more than eighty (80) hours of compensatory time off can be used by an employee in a fiscal year.

Unused compensatory time off hours in the employee's bank up to the allowed maximum of forty (40) hours must be either used by the employee or paid off in cash to the employee on or before the end of each fiscal year. Compensatory time off hours in an employee's bank may not be carried over into the following fiscal year. Compensatory time will be used or paid at the same rate that it was earned.

Section 27:2 - Call-Out Pay

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

Section 27:3 - Shift Premium

(a) In addition to their regular straight time, hourly pay employees will be paid a shift differential of 3% per hour on the evening shift and 5% per hour on the night shift.

(b) The normal hours for employees are eight (8) to be set between the hours of 7:00 a.m. and 5:00 p.m. Employees who are scheduled to begin their shift after 12:00 p.m. (noon) will be considered to be on the afternoon shift. Employees scheduled to begin their shift after 6:00 p.m. will be considered to be on the night shift.

ARTICLE 28
STANDBY PAY

Section 28:1 - Standby Pay

(a) When an employee agrees to hold himself available for special calls outside his regular scheduled working hours by remaining at his place of abode or elsewhere and leaving word with a person designated by the City as to where he may be reached (or wearing a beeper at the option of the City), he shall be paid two (2) hours pay per day during his work week and three (3) hours pay per day on Saturday, Sunday and holidays, for making himself available. An employee assigned to standby cannot sign for or work prescheduled overtime.

(b) In case an employee is called out, he shall be paid, in addition to the on-call allowance, a minimum of two (2) hours pay at two (2) times the normal rate for each such call. If, however, he is dispatched to more than one job before being released or within fifteen (15) minutes after leaving the job site, no extra time will be allowed on these accounts.

(c) To be eligible for standby, an employee must be able to arrive at the Electric Department building within a reasonable time after being called and permanently or temporarily reside within fifteen (15) miles from the nearest point of contact of the corporate limits of the City of Bay City.

(d) Standby shall be scheduled on a Monday to Monday basis. Any trading of time must be approved by the City.

(e) The night-time trouble truck standby list shall be selected using the seniority list for that classification, starting with the highest seniority and working in descending order. The selected employee shall have the (one-time per year) opportunity to surrender his rights to the standby list the first week in January.

(f) In the event a selected employee vacates their slot(s) on trouble truck due to resignation, termination or promotion, the vacated slot(s) will be filled by request, starting with highest seniority and working in descending order by classification until all vacated slots are filled (i.e. highest seniority-first choice slot, second highest-next choice slot, etc.). In the event new slot(s) occur, the selection will continue after the previous selected employee and the selection process will finish at the end of the current year's trouble truck list. The union agrees they will not grieve this provision Section 28:1(f).

Section 28:2 - Standby/FLSA

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

ARTICLE 29
INCLEMENT WEATHER

(a) The City will not require Electric Department personnel to work on electric lines or equipment during inclement weather unless such work is required to protect life or property or to maintain service to the public.

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

(c) Upon approval under Section 29:1(b), all field employees shall receive a rate of pay of one and one-half (1 ½) times their regular rate of pay for time spent working while exposed to inclement weather during regular working hours.

ARTICLE 30
RATES OF PAY

Section 30:1 - Rate of Pay

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

Section 30:2 - Higher Rate of Pay

(a) Employees temporarily assigned to a job with a higher standard rate of pay within the bargaining unit or supervisory position shall receive an increase in pay which will match the standard rate of pay per hour in which job he is assigned, but in no event, more than the standard rate of the position he is assigned.

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

Section 30:3 - Lower Rate of Pay

If an employee is transferred temporarily to a job which carries a standard rate lower than the wage he is receiving, he shall suffer no reduction on that account. If, however, he is regularly assigned to a lower rated job due to a change in the department, or if employee seeks and is granted a lower rated job, or if an employee is reclassified as a result of Article 19, Section 2, he shall be paid the standard rate for the job to which assigned.

ARTICLE 31
REST PERIODS

Section 31:1 - Rest Periods

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

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

Section 31:2 - Working During Rest Period

(a) Any employee who works sixteen (16) or more hours within a twenty-four (24) hour period will, whenever possible, be released for an eight (8) hour period before he is required to report to work for his next regular daily work period.

(b) If, however, the City is unable to release such employee, he shall receive two (2) times his straight-time rate of pay for all hours worked in excess of sixteen (16) hours until he is released from work for eight (8) hours. If, however, the employee is called back to work during such rest period, he shall return to the double time rate until he is released for eight (8) consecutive hours.

(c) If the employee is released and such eight (8) hour period extends into his regular daily work period, he shall suffer no loss of his straight-time pay for any portion of his regular daily work period which is within such eight (8) hour period. If, in the judgment of the City, the employee cannot be gainfully employed during the period of his regular daily work period remaining after the expiration of such eight (8) hour period, such employee may be excused from work for the remainder of his regular daily work period without loss of his straight-time pay.

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

(e) If such employee cannot be excused from work, he shall be paid two (2) times his straight-time rate of pay for all hours worked during the period he would otherwise be excused, and at the expiration of such period he shall be paid his straight-time rate of pay for all hours worked during the remainder of his regular daily work period. If, in the judgment of the City, the employee cannot be gainfully employed during the portion of his regular daily work period remaining after the expiration of

the period of excused absence provided in this subsection, such employee may be excused from work for the remainder of his regular daily work period without loss of his straight-time pay. If one (1) hour or less of an employee's regular daily work period remains after the eight (8) hour rest period or after the period of excused absence described, the employee will be considered to be excused for that time unless he is contacted by the City and instructed to return to work.

ARTICLE 32
CLOTHING

The City will provide Local 482 members with all Personal Protective Equipment (PPE), including Fire Retardant (FR) clothing, to comply with the National Fire Protection Association (70E Standards for Electrical Safety), and will provide care and cleaning thereof. City-provided FR clothing MUST be worn at all times.

In lieu of the need for Fire Retardant (FR) clothing, the City will provide insulated bibs and jackets to the following three (3) positions: Storekeeper-in-charge, Lead System Planner, and Power System Planner.

ARTICLE 33
TOOLS

Section 33:1 - Tools

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

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

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

Section 33:2 - Tools/On-the-Job Use

(a) The City shall provide qualifying employees with the following tools and equipment for on-the-job-use: Pole climbers, body belts, safety belts, tool pouches, channel lock pliers, lineman's pliers, screwdriver, hammer, 8" and 12" crescent wrench, 9/16" ratchet wrench, skinning knife, ditty bag, 6' folding rule, flashlight, work gloves and "Kunz" buckskin gloves, non-prescription safety glasses, hard hats with liners, rain suits, rubber gloves/sleeves/protective covers, storage bag and 10,000 volt protective rubber boots.

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

ARTICLE 34
SAFETY COMMITTEE AND SAFETY GLASSES

Section 34:1 - Safety Committee

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

(b) The Safety Committee, so composed, shall review each industrial and vehicular accident. If the department imposes penalties or punishment in connection with an industrial and/or vehicular accident, its decision shall be subject to review in accordance with the established grievance procedure hereunder. Any employee being investigated or interviewed in connection with an industrial and/or vehicular accident is entitled to Union representation at such a hearing.

Section 34:2 - Safety Glasses

(a) The City will contribute one-hundred percent (100%) toward the cost of required (single-vision, bifocal, trifocal) safety prescription lenses and frames, except for the cost of the eye exam, allowing for the employee's limited selection from a basic, low-cost model grouping provided by the City.

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

(c) The City contribution shall be limited to the cost of the basic model(s) described above and up to an additional $5 for tinting for plastic or poly lenses; all other items or costs shall be paid by the employee.

ARTICLE 35
COMMERCIAL DRIVER'S LICENSE

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

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

(c) Employees in all lineworker and tree-trimming classifications shall obtain and maintain the State required CDL.

ARTICLE 36
JURY DUTY AND WITNESS FEES

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 or some other public interest, in any court, shall receive full pay from the City upon paying any and all juror and/or witness fees to the City Treasurer.

ARTICLE 37
VETERANS

Section 37:1 - Military Veterans

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

(b) A probationary employee who enters the Armed Forces must complete his probationary period, and upon completing it, will have seniority equal to that time he spent in the Armed Forces.

Section 37:2 - Military Reservists

(a) Employees who are reinstated in accordance with the Universal Military Training Act, as amended, and other applicable laws and regulations, may be granted leaves of absence for a period not to exceed a period equal to their seniority in order to obtain schooling full-time under applicable Federal laws in effect on the date of this Agreement.

(b) Employees who are in some branch of the Armed Forces Reserve or National Guard will be paid the difference between their reserve pay and their regular pay with the City when they are on full-time active duty in the Reserves or National Guard, provided proof of service and pay is submitted. A maximum of two (2) weeks per year is a normal limit except the City may extend this limit in proper cases.

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

ARTICLE 38
PUBLIC OFFICE

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

ARTICLE 39
GENERAL CLASSIFICATION SURVEYS

Section 39:1 - General Classification Surveys

The bargaining unit shall be given thirty (30) days advance notice of any proposed general survey of employee classifications or change in position titles within the classification covered by this Agreement.

Section 39:2 - Job Evaluation Plan

A job evaluation plan will be adopted by the parties and remain in effect for the duration of this Agreement. Should the City contemplate changes in a job, or a merger of jobs, the City will advise the Union of such changes at least thirty (30) days prior to the proposed date of change and enter into negotiations in an attempt to reach agreement on such changes. Failing to reach an agreement, either of the parties may submit the matter to arbitration.

ARTICLE 40
WAGES AND LONGEVITY

Section 40:1 - Wages

Wages - Full-time employees shall receive wage increases against base pay as follows:

Effective July 1, 2012- 0%
Effective July 1, 2013- 0%
Effective July 1, 2014- 0%
Effective June 30, 2015- Subject to Boiler Plate Language

Boiler Plate Language:

(a) On June 30, 2015, Local #482 Employees shall receive a base wage increase of 2% or a portion thereof if:
   i. The General Fund experiences an increase, from the previous year's audited financial statement, in the unrestricted fund balance ("available amount") and
   ii. The collective base wage increase and related fringe benefits ("collective cost") for Local #482 Employees and other eligible employees in the General Fund shall not exceed the "available amount."

(b) If the "collective cost" exceed the "available amount", Local #482 employees shall have his/their base wage increase reduced by a prorate amount to insure "collective cost" does not exceed "available amount".

(c) The "available amount" would be known after the annual audited financial statements are filed with the State of Michigan.

(d) Paragraph (1) above will not proceed if the "available amount" is not in excess of $10,000.

Section 40:2– Direct Deposit

All employees shall participate in direct deposit for employee payroll checks. Funds will be deposited and will become available to the employee on Thursday morning of the payroll week.

ARTICLE 41
EDUCATION

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 educational institution on the employee's own time; before or after working hours.

(b) There shall be a direct relationship of the course being taken to the position or function performed by the employee.

(c) The employee must provide advance information on the name of the course, educational institution, description, and content of the course to be taken, plus all cost information.

(d) Each course must have prior written approval from both the employees Division Director and from the Director of Human Resources. Appeals from the Division Director will be decided by the City Manager. All decisions are final, including availability of funds as determined by the City Manager.

(e) Employees are responsible for providing acceptable verification of course completion with a grade of "C" or better (2.0 on a scale 4.0 scale) or "Pass" on a Pass/Fail system.

(f) Upon satisfactory completion, the City will reimburse the cost of tuition only at the rate for a public educational institution, if money is budgeted. If employee attends a private educational institution, reimbursement would be equivalent to the cost for a public institution and the employee would be responsible for the difference. Other costs such as registration, fees, books, etc., are the responsibility of the employee.

ARTICLE 42
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 covered employees as follows:

(b) Employees who have not acquired 25 years of service or have not attained the age of 50 years old and who 1) fail to be rehired by the purchasing entity within 30 days of the consummation of sale; or 2) who are rehired but at a base wage rate less than their corresponding base rate last paid by the City; shall receive a severance pay-out, either in lump-sum cash, or applied to the purchase of additional years of MERS credited service towards retirement, or a combination thereof, 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 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 and sick leave accrual.

ARTICLE 43
MANAGEMENT RIGHTS

Section 43:1 - Management Rights

(a) Except when limited by the express provisions elsewhere in the Agreement, nothing in this Agreement shall restrict the City in the exercise of its functions of management under which it shall have, among others, the right to hire new employees, to assign work and to direct the working force; to discipline, suspend and discharge for cause, transfer or layoff employees; to determine the location and number of facilities; to decide the services to be provided the public; to introduce new equipment, methods and processes; and to determine the work standards; to determine procedures by which such work is to be performed, to determine the qualifications of employees and verifying said qualifications; to determine the starting and quitting time; to determine the number of hours to be worked; to make such reasonable rules and regulations not in conflict with the Agreement, as it may from time to time deem best for the purposes of maintaining order, safety and/or effective operation of City facilities and after advance notice thereof to the Union and the employees, to require compliance therewith by employee; to discipline and discharge employees for cause.

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

Section 43:2 - Authority of Management

Authority is hereby given to the Director of Human Resources or designee to negotiate with the Union to implement the policies of this Agreement in the various particulars as established without prior or subsequent approval of the City Commission.

ARTICLE 44
ENTIRE AGREEMENT

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

ARTICLE 45
DURATION AND MODIFICATION

This four (4) year agreement shall be effective April 16, 2012, except as otherwise indicated, and shall conclude June 30, 2016.

(a) Modification of this agreement may be accomplished by and through the mutual consent of both parties hereto during the term of this Agreement. The parties agree to undertake negotiations for a new Agreement for a succeeding period to begin in the spring of 2016.

(b) An Emergency Manager appointed under the Local Government and School District Fiscal Accountability Act shall be allowed to reject, modify, or terminate this collective bargaining agreement as provided in the Local Government and School District Fiscal Accountability Act.

Any additional agreements made and entered into between the Union and City during the term of this contract shall become null and void at the expiration of this contract unless specifically incorporated into the successor contract hereto.

This Agreement was ratified by a vote of U.W.U.A. Local #482 at a general meeting held for such purpose, in accordance with its bylaws, on April 10, 2012.

For the City of Bay City, Michigan:

Robert Belleman
City Manager

Wendy White
Director of Human Resources

Mark Prevost
Electric Operations Superintendent

Jennifer Grigg
Human Resources Generalist

For Utility Workers Union of America, Local #482

Jamee Gennett
National Representative

Paul Jackson
President

Virgil LaPlant
Vice President

Adam Webster
Secretary

Adopted by resolution of the Bay City City Commission at a regular meeting held at the City of Bay City, Michigan, on April 16, 2012.

Christopher Shannon
Mayor

Dana Muscott
Deputy City Manager/City Clerk

Witness

Witness

APPENDIX A
WAGE SCHEDULE

OVERHEAD DIVISION

POSITION	BEG	6 MO	12 MO	18 MO	24 MO	30 MO
Apprentice Lineworker	$19.25	$22.60	$22.94	$23.60	$24.68	$25.05
Lineworker A	$27.32	-	-	-	-	-
Street Light Lineworker	$27.32	-	-	-	-	-
Line Service Worker	$28.38	-	-	-	-	-
Lineworker-in-Charge	$29.04	-	-	-	-	-
Line Clearance Worker	$21.74	$22.68	$22.92	-	$23.15	-
Lead Line Clearance Worker	-	$23.57	$24.27	-	-	-

METERING/GROUNDS DIVISION

POSITION	BEG	6 MO	12 MO	18 MO	24 MO	30 MO	36 MO	42 MO	48 MO
Metering Specialist	$23.72	$25.14	$25.47	-	$25.81	-	-	-	-
Systems Dispatcher	$19.22	$21.18	$21.65	-	$22.14	-	-	-	-
Storekeeper-in-charge	$24.74	$26.88	-	-	-	-	-	-	-
Operations Utility Worker	$16.66	$20.00	$20.29	$20.62	$21.00	$21.33	$21.71	$22.09	-
Generating Plants Operator/Mechanic	$18.67	$22.64	$23.07	$23.48	$23.90	$24.30	$24.70	$25.13	-
Lead System Planner	$17.70	$20.64	$21.02	$21.39	$21.72	$22.09	$22.45	$23.42	$26.88
Power System Planner	$17.18	$19.05	$20.29	-	$21.54	-	$22.77	-	$23.92
**Relay & Control/Lead Meter Specialist	$28.04	-	-	-	-	-	-	-	-
Relay & Control Specialist	$21.71	$25.49	$25.81	$26.15	$26.46	$26.80	$27.19	-	-

** Applies to V. Smith *only*