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City of Bay City

Bay City Michigan

COLLECTIVE BARGAINING AGREEMENT

Between the

CITY OF BAY CITY, MICHIGAN
A MICHIGAN MUNICPAL CORPORATION

and

UTILITY WORKERS UNION OF AMERICA
LOCAL #542

July 1, 2014 – December 31, 2017

U.W.U.A. LOCAL #542 BARGAINING AGREEMENT
7/1/14 – 12/31/17
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BARGAINING AGREEMENT
CITY OF BAY CITY and U.W.U.A. LOCAL #542
7/1/14 – 12/31/17

This Agreement is entered into pursuant to the authority of Act 336 of the Public Acts of 1947, as amended, this 8th day of September, 2014, between the City of Bay City, a Municipal Corporation of the State of Michigan, hereinafter referred to as the "City", and U.W.U.A. Local #542, a non-profit organization within the scope and meaning of the above Act, as amended, hereinafter referred to as the "Union".

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

DEFINITIONS

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

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

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

"Employee" is defined as persons included in the City payroll, employed by the City. The removal of the word "permanent" from the article definitions does not change the definition of employee as described within this article.

"Grievance" shall be defined as any dispute regarding the meaning, interpretation, application or alleged violation of the terms and provisions of this agreement.

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

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

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

"Temporary Worker" shall be defined as any worker(s) or contracted service(s) retained to fill temporarily vacant Bargaining Unit positions.

"Permanent Employees" shall be defined as employees other than seasonal, probationary, temporary or part-time employees.

"Vacancy" is defined as the situation which occurs when an employee covered by this agreement leaves a position for the purposes of taking another position or to conclude employment with the City.

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

"Qualification" is defined as the requirements necessary to perform the functions required by the job description.

"Classification" is defined as the job or position title as listed in Appendix B. All positions that would be added to Appendix B in the future will be represented by U.W.U.A. Local #542.

ARTICLE 1
RECOGNITION AND SECURITY

Section 1:1 – Recognition

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

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

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

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

Section 1:2 - Employees Covered

A. The Bargaining Unit consists of all City classifications listed in Appendix B.

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

C. School Guards are not entitled to any fringe benefits with the exception of a retirement pension through the Michigan Employees' Retirement System. School Guards hired after January 1, 1996, may not bid for full-time positions through in house postings, but may apply if the job is offered to the general public, and without preference.

D. Temporary workers, seasonal workers, and supplementary help likewise are not entitled to any fringe benefits.

Section 1:3 - Check Off

Upon receipt of a written authorization of payroll deduction from an employee, the City agrees to deduct Union membership dues, or the equivalent amount and initiation fees from non-members, levied in accordance with this Agreement and with the constitution and bylaws of Local #542 from the pay of each employee authorizing said deduction. Such deduction shall commence after 30 calendar days of employment. Said dues shall be deducted from the employee's pay at the end of the third week of every month during the term of this Agreement.

The written authorization of payroll deduction from an employee shall remain in full force and effect for the term of this Agreement unless revoked by written notice by the employee. Such written notice shall be given to both the City and the Union.

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

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

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.

ARTICLE 2
MANAGEMENT RIGHTS

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

ARTICLE 3
BARGAINING COMMITTEE

Section 3:1 - Composition

The Bargaining Committee of the Union shall consist of the President, Vice President, Chief Steward, Recording Secretary, and Treasurer. The Bargaining Committee may also include not more than two (2) non-employee representatives of the Union. The Union shall submit to the City, in writing, the names and addresses of the Bargaining Committee members prior to negotiations. In the event of a change during the negotiations, at least five (5) working days notice prior to the next session.

Section 3:2 – Remuneration

Employee members of the Bargaining Committee will be paid straight time by the City for time spent at main table negotiations during normal work periods, up to sixty (60) hours for each of the five (5) bargaining team members, and only for actual hours spent in negotiation sessions. Should the meeting extend beyond an employee's regular working hours, it shall be unpaid. Negotiation sessions extending beyond sixty (60) hours will be unpaid, and will be tracked as approved "unpaid union business" time.

For the purpose of computing overtime, time spent in negotiations during normal work shift hours (up to sixty (60) hours) shall be considered as hours worked, to the extent of the regular work schedule which otherwise would have been worked by the bargaining committee person.

ARTICLE 4
GRIEVANCE PROCEDURE

Section 4:1 – Investigation

In an effort to avoid unnecessary grievances, the President or his/her designee shall during regular business hours, with department manager approval, use approved "Unpaid Union Business Time" or meet after regular scheduled work hours to investigate grievances.

Section 4:2 - 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.

Section 4:3 – 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 Sections(s) allegedly violated or rules and regulations claimed to be unreasonable or misapplied;
G. Adjustment requested.

Section 4:4 – 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 4:1. An employee shall present a grievance as follows:

A. **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.

B. **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 meeting shall be scheduled during the City and the Union's prescheduled monthly meetings (as outlined in Section 4:9). 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.

C. **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 his designee. Such appeal shall be within fifteen (15) working days of the second step answer or the grievance shall be considered dropped.
   1. The City Manager or designee shall conduct all Step 3 grievance meetings during the City and the Union's prescheduled monthly meetings (as outlined in Section 4:9).

2. 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.

3. 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 employees favor.

4. However, the parties, by mutual agreement, may agree to submit the grievance to non-binding mediation. 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. Time spent by members of the Union in mediation is unpaid City time and recorded as approved "Union Business Without Pay". NOTE: Union members shall be permitted to use their available vacation time. At the conclusion of mediation either party may give notification within fifteen (15) working days to proceed to Step 4 (arbitration).

D. **Step 4 (Submit to 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 manner hereinafter provided. Time spent by members of the Union in arbitration is unpaid City time and recorded as approved "Union Business Without Pay". NOTE: Union members shall be permitted to use their available vacation time.

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 during the City and the Union's pre-scheduled meetings (as outlined in Section 4:9) 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 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 4:5 - 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 4:6 - 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 Board.

A meeting shall take place during the City and the Union's pre-scheduled meetings (as outlined in Section 4:9), within fifteen (15) working days of receipt of the appeal.

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

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

Section 4:7 - Grievance Rights of the Union

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

A meeting shall take place during the City and the Union's pre-scheduled meetings (as outlined in Section 4:9), within fifteen (15) working days of receipt of the appeal.

An answer shall be forwarded by the City Manager or designee to the Union Executive Board within fifteen (15) working days. If the answer of the City Manager or designee is unsatisfactory to the Executive Board, both parties agree that the Executive Board may invoke Step 4 (arbitration) of the grievance procedure outlined in Section 4:4.

Section 4:8 - Grievance, Failure to Appeal/Answer

Failure on the part of the Union to appeal the employer's answer within the time limits shall be construed as the Union's acceptance of the employer's last answer, and the grievance shall be considered closed.

In the event the City fails to comply with the time limits, it shall be construed as in favor of the Union, and the grievance shall be awarded to the Union.

Section 4:9 - Grievance Meetings

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

First Step: aggrieved and one (1) union representative
Second Step: aggrieved and two (2) union representatives
Third Step: aggrieved and up to two (2) union representatives
Arbitration: aggrieved and up to three (3) union representatives

ARTICLE 5
SENIORITY

Section 5:1 - Seniority Defined

Seniority shall be earned as to (a) position, (b) department, and (c) city-wide.

Seniority shall be determined on the basis of days of actual total employment.

As between positions of the same classification within a department, position seniority shall be controlling. As between members of the same department of different classifications, department seniority shall be controlling.

City-wide seniority shall control on matters involving all departments within the bargaining unit or where no other seniority is determinative.

The seniority rights of members of the bargaining unit apply only within the bargaining unit, and seniority rights have no application outside of the bargaining unit. However, when an employee applies for a promotion or transfer within the City, the City shall consider seniority as one of the factors in determining qualifications.

Vacancies to be filled in the City shall be posted, except for positions in the Public Safety Department bargaining units.

Section 5:2 - Seniority Determination

Seniority is hereby granted to all permanent employees of the City within the Bargaining Unit and is calculated from the employee's most recent date of hire.

Section 5:3 - Seniority List

The City will update and post biannually the seniority list showing the employee's name, department seniority, and city-wide seniority. The seniority list shall be posted on or about February 1 and August 1 of each year to remain posted for six (6) months. The Union president will be provided with a copy of the seniority list at the time of posting.

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

Section 5:4 - Seniority of Employees with Same Date of Hire

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

Section 5:5 - Loss of Seniority

A. An employee may lose his seniority for the following reasons only:
   1. Resignation
   2. Discharge
   3. Retirement
   4. Layoff in excess of two calendar years from date of layoff

B. Seniority shall not be accumulated during <u>any</u> disciplinary suspension(s), or during leaves of absence over thirty (30) calendar days unless qualifying FMLA or USERRA leave.

C. Employees transferred from the Local #542 Bargaining Unit to another position with the City outside the Local #542 Bargaining Unit, whether voluntary or otherwise, shall have their Local #542 seniority frozen at the effective date of said transfer, or at the effective date seniority commences with the position transferred, whichever last occurs. Immediately thereafter, they shall begin accumulating seniority according to the jurisdiction, position, and/or bargaining unit to which transferred.

   1. In the event that the transferred employee, within the first six (6) months following transfer, shall seek to return to his/her former Local #542 department and position, then he/she shall retain the right to do so without penalty and in the event said position is still open.
   2. In the event that the transferred employee shall prove unsuitable to his/her new position within the first six (6) months following transfer, or in the case of the position's elimination at any time, the employee shall retain the right to return to his/her former Local #542 department and position if the then-existing departmental and position seniority roster would so allow, according to the provisions of Article 9, Section 9:3 (paragraph three).

Section 5:6 - Seniorities of Stewards and Union Officers

The President, Vice-President, Secretary, Treasurer, and elected Steward-at-Large of Local 542 shall have super-seniority. That is to say, that in the event of a layoff, job elimination and/or bumping notice of any type, which shall be considered a layoff notice, are to be considered as the employees with the longest time of employment with the City.

The aforementioned positions of this Union shall be considered as the employees with the longest seniority date, notwithstanding any position on the seniority list in their respective departments. In case of any layoff, job elimination and/or bumping notice, they shall be continued at work as long as there is a job in their department which they can perform. It is agreed that the above aforementioned Union positions can invoke their super-seniority rights to resist being bumped and/or laid off and remain in their current position and department.

The Union shall provide a list of all positions of Local 542, to the City, who shall have super-seniority as defined in Article 8. The number of employees with super-seniority will be limited to a maximum of five (5).

Section 5:7 - Crossing Guards

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

Section 5:8 – Probationary Period

All employees when first appointed to a new job classification (defined as a position awarded at the employee's request) shall be placed on a probationary period for six (6) months. During the probationary period, except where otherwise specified, the employee shall receive wages in accordance with the adopted schedule, and this provision shall not be construed to prevent the automatic wage increases in pay provided for various positions.

The probationary period shall be for the purpose of determining the ability of the employee to perform the functions required by the job classification, and during such period he/she shall be subject to removal. If an employee is subject to removal, he/she shall be returned to the classification held by the employee immediately prior to the appointment of the new job classification, if vacant.

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

Section 5:9 - Temporary Assignments

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

B. Current employees will be used should a temporary Union vacancy occur. The following rules apply:

   1. The temporary vacancy will be posted as such for three (3) working days.

   2. The City will select an employee from those who bid based on the employee's seniority and ability.

C. Employees will receive an increase to the equivalent step in the next higher range, but no less than the beginning step of the range assigned.

D. The City may fill (or not fill) any subsequent vacancy created by this temporary bid selection.

E. The City may return the employee to his regular position at any time, but the employee must return within six (6) months following the date of the temporary vacancy posting, unless a period of more than six (6) months is mutually agreed upon in writing.

Section 5:10 - Transfers from One Department to Another

In case of transfers from one department to another, employees involved in such transfers will not lose seniority standings in the department he left. Such seniority will become frozen. When the employee starts his new job in another department, he shall then begin to accumulate seniority in that department.

In the event that it is not possible to immediately transfer the employee into his new department, the employee's seniority in the new department will be in effect the date his transfer is approved by the City Manager and/or his designated representative and not the date of his actual transfer. Unless mutually agreed, the wage rate in the new position will commence no later than 30 days after the date the transfer is approved.

Section 5:11 - Reinstatement of Veterans

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

ARTICLE 6
LAYOFF, BUMPING, RECALL

Section 6:1 - Notice of Layoff

After notice is given pursuant to Section 6:7, the Human Resources Director shall give written notice to the permanent employee and Union on any proposed layoff in his/her department. Such notice shall state the reasons and shall be submitted at least ten (10) working days before the effective date.

The employee will receive two (2) bumping options, one (1) based on department seniority, and one (1) based on city-wide seniority. The employee must subsequently notify Human Resources and the Union in writing within forty-eight (48) hours of notice or their next scheduled shift (whichever is greater) of his/her bumping selection.

Section 6:2 – Order of Layoff/Temporary Employees

The layoff of any bargaining unit employee shall be made in inverse order of the position seniority of the classification affected. For the purpose of this section, the term "laid off" shall be defined as no longer an employee of the City of Bay City. The parties agree that the City will not exceed thirty (30) seasonal, temporary, or supplemental employees.

Section 6:3 - Bumping

In the event of a layoff, the employee shall exercise one of the two options, as defined in the bumping procedure as set forth below.

Provided that the most senior employee meets the minimum qualifications of the current job description, and can demonstrate that they can satisfactorily perform the duties of the job position, with the benefit of a training period that will not exceed twenty (20) regular scheduled working days.

However, an employee may bump into a higher classification only if he has previously held that classification and there is no employee with greater seniority, subject to his ability to perform the duties of that classification.

1. City determines the need for a reduction in force.
2. The City identifies affected positions.
3. The City notifies the Union at least thirty (30) days prior to the effective date of said reduction. The City notification will include the following:
   a. Position(s) to be affected
   b. Identify the least senior person holding position(s) in an equivalent or lower pay range.
   c. Provide City seniority date and Department seniority date for the affected position(s).
   d. Provide all city-wide bumping options and all Department bumping options for positions affected (See example flowchart in Appendix C).
4. The Union will meet with a Human Resources representative within ten (10) business days of notification if there is a disagreement on the aforementioned scenarios (flowchart).
5. Subsequent to meeting with the Union or the expiration of ten (10) business days, whichever is sooner, the Human Resources Department will issue notification to the affected employee(s) pursuant to Section 6:1 (Notice of Layoff).
6. The notice to the employee(s) will include two (2) bumping options; one based on City-wide seniority, and one based on departmental seniority.
7. The employee will have forty-eight (48) hours, or their next scheduled shift, whichever is greater, to notify Human Resources and the Union President (or alternate) in writing of his/her bumping selection.
8. An employee who has bumping rights as set forth above shall also have the right to accept layoff until recall.
9. Repeat steps 6, 7, and 8, if necessary.

Section 6:4 - Recall from Layoff

Permanent employees to be recalled from layoff shall be called on the basis of required classification and their seniority as herein before provided, and the City shall notify them by certified mail, return receipt requested, of the recall. The employee shall be allowed five (5) working days to respond after notice has been sent by certified mail to their last known address. Employees who decline recall, or who in the absence of extenuating circumstances, fail to respond as directed within the time allowed, five (5) working days, shall be presumed to have resigned and their names shall be removed from the seniority and preferred eligibility list.

Section 6:5 - Recall/Vacancy

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

Section 6:6 - Recall/Rates of Pay

An employee recalled from layoff to the classification laid off from, and was in the old rate range, will receive that rate of pay. An employee recalled from layoff to a different classification will go to the new rate range for that classification. In the event said employee is then returned to the classification he was laid off from, he will return to the rate range he was in at the time of layoff.

Section 6:7 - Lay Off/Permanent Reduction

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

A. Prior to such reduction in the bargaining unit, the City will meet and discuss the reasons or necessity for such a reduction.

B. Written notice of intent to reduce the bargaining unit will be given thirty (30) days prior to such a reduction.

C. The Union may submit proposals to the City relating to the bargaining unit to avoid the necessity of such a reduction. The City shall be required to consider such proposals and respond to the Union in writing prior to the implementation of such a reduction.

ARTICLE 7
DEPARTMENTS

Section 7:1 - Organizational Structure of Bargaining Unit

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

City Hall
Finance
Public Works
Wastewater
Water Plant
School Crossing Guards

ARTICLE 8
UNION REPRESENTATION

It is understood that the Union has certain obligations in representing its members. The Union meets these obligations as it deems appropriate including the selection of individuals to carry out the duties of the Executive Board, Chief Stewards, and Stewards. In order that the employer may be kept aware of those individuals who can act in the capacity of representing members, the Union shall provide, to the Human Resources Department, a current list of the Executive Board, Chief Stewards, and Stewards. An updated list will be provided in the first week of each January and as changes occur thereafter.

ARTICLE 9
PROMOTIONS/REINSTATEMENT

Section 9:1 - Basis of Promotions

A. Promotions within the bargaining unit shall be governed by seniority provided that the employee meets the minimum qualifications of the current job description. A promotion is defined as a position involving a higher rate of pay or an upgrading of a position which materially increases the responsibilities of a position.

B. The City agrees that it will not allow or honor use of "frozen" Local #542 seniority for purposes of bidding on Local #542 job openings. Frozen seniority is defined as seniority earned in Local #542 and held by an employee not currently in a Local #542 position.

Section 9:2 - Procedure in Promotion

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

Employees who may be interested shall apply in writing to the Human Resources Department within the posting period. The employee awarded the position shall be on probation for the first six (6) months to determine his ability to perform the job. During the probationary period, the employee may request to revert back to his former classification within the first 30 days from his start date. After 30 days, but prior to 90 days, the employee may request to revert back to his former classification, if open.

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

An employee who is awarded a promotion will be placed at the lowest pay rate of the pay range for the awarded position that results in an increase to the employee, provided; however, that the employee will receive at least the beginning rate of the awarded position. At the end of the probationary period, the employee will receive the next higher rate in the range of the new position.

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

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

Section 9:3 - Transfers and Demotions

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

Section 9:4 - Job Descriptions

Changes to any job description for any reason other than compliance with then-current, local, state, or federal law, shall require approval in writing from the Union. In the event such written approval is not received by the City within ten (10) days of the Union's receipt of the job description change, a meeting will be held between the City and the Union President, and one other representative designated by the Union, to seek resolution.

If resolution does not result, the City shall post the position within three days following the meeting and submit the questioned job description to mediation. If the parties cannot agree after mediation, the said job description will remain as posted. The union may proceed to arbitration in accordance with this agreement. In cases of continuing dispute, the 30-day posting and filling period (Section 9:3) will commence the day that mediation is concluded.

ARTICLE 10
SHIFT CHANGES

Section 10:1 - Shift Preference

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

Section 10:2 - Voluntary Temporary Shift Changes

Shift employees may change shifts with another employee on a temporary basis to accommodate personal business; provided, such changes do not cause an interruption of work to the City and provided the change is made with the consent of the employee's immediate supervisor.

ARTICLE 11
SICK LEAVE

Section 11:1 - Sick Leave

A. A permanent employee hired into this unit prior to August 1, 2014, shall be entitled to one (1) day of paid sick leave for each month of service. A month of service is complete when the employee has worked ten (10) days in a given month.

B. Employees hired, transferred, or promoted into this unit after August 1, 2014, shall be entitled to six and two-thirds (6.67 hours) of paid sick leave per month of service, unless the transferred/promoted employee would have been entitled to a greater amount of sick leave accumulation under another city of Bay City collective bargaining agreement (no gain – no loss). A month of service is complete when the employee has worked ten (10) days in a given month.

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 were working, but shall not accrue vacation days or personal holidays for such period of sick time use, which extends beyond sixty (60) working days.

D. Sick leave shall be computed at the rate of time used in units of not less than one (1) hour.

E. Each work group shall have a notification procedure designating an individual to be notified in cases of illness. An employee shall notify the designated person by phone or voice mail before the start of the shift. In cases of emergency, notification shall be as soon as possible.

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

Section 11:2 - Sick Leave/Verification

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

Section 11:3 - Sick Leave/Abuse

The false reporting of time off as being required for sickness shall constitute a fourth grade offense. Where an employee chronically abuses sick leave and thus interferes with the operation of the department, he/she may be disciplined up to and including discharge.

Section 11:4 - Sick Leave/Workers' Disability Compensation

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

Section 11:5 - Sick Leave/Family

Five (5) days of accumulated sick leave per calendar year may be used by the employee for family sickness.

Section 11:6 - Sick Leave/Retirement Payout

Employees hired or transferred into this unit prior to September 1, 1997, and who retire or die prior to retirement, he/she or his/her legal survivor-in-interest, shall receive compensation in a sum equivalent to one-half (1/2) of his/her accumulated sick leave credits at his/her prevailing hourly rate up to a maximum of one-half of one hundred sixty (160) days (80 days).

Employees hired or transferred into this unit after September 1, 1997, and who retire from active employment or die before retirement, he/she or his/her survivor-in-interest, shall receive compensation in a sum equivalent to one-half (1/2) of a maximum of one hundred twenty (120) days of his/her accumulated sick leave credit at his/her prevailing hourly rate.

Employees hired, transferred, or promoted into this unit on or after August 1, 2014, shall not be entitled to receive compensation for his/her accumulated sick leave credit upon retirement or death before retirement, unless sick leave payout would have been available to him/her under another city of Bay City collective bargaining agreement absent his/her transfer or promotion (no gain – no loss).

ARTICLE 12
LEAVES OF ABSENCE

Section 12:1 - General Leaves of Absence

Leaves of absence without pay or fringe benefits may be granted to permanent employees when recommended by the Division Director and approved by the City Manager for periods up to thirty (30) calendar days.

On review, such leaves may be extended for good and valid reasons when recommended by the Division Director and approved by the City Manager.

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

Time spent on an unpaid leave of absence, except the first thirty (30) calendar days, shall be deducted from an employee's service credit in determining longevity and seniority.

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

The City of Bay City will provide permanent employees with Family and Medical Leave consistent with the provisions of the Family and Medical Leave Act (FMLA) of 1993, as amended.

Section 12:2 - Funeral Leave

Five (5) 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) 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 day shall be granted if the funeral is more than 300 miles from Bay City.

The immediate family, for this purpose, shall be: son, daughter, 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 the funeral) will be granted for grandparents-in-law, brother-in-law, sister-in-law.

Section 12:3 - Veteran's Funeral Leave

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

Section 12:4 - Public Office

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

Section 12:5 - Military Leave

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

Section 12:6 - General Provisions

Leaves of absence shall constitute all permissive and authorized absences from work for any reason. Leave with pay shall be taken in not less than one-hour units, except that sick leave may be authorized on an actual time off basis. A person shall be considered as a City employee while on leave of absence, but shall be entitled to only such "fringe benefits" as shall be specifically provided for the type of leave involved. "All fringe benefits" shall mean that such time is to be considered the same as though fully employed and shall be included in computing time of employment for credit for various leaves, etc.

The officers of the Union attending conventions, workshops, seminars, etc., can request leave without pay or vacation leave.

Section 12:7 - Jury Duty/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.

Section 12:8 - Maternity/Parental Leave

Permanent employees shall be allowed up to a six (6) month leave of absence for childbirth. Leaves of absence for childbirth shall be granted upon written request through the proper Division Director on approval of the City Manager.

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

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

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

Whenever a female employee shall become pregnant, she shall furnish her Division Director correspondence from her physician indicating the approximate date of delivery and stating any restrictions on the nature of the work she may be able to perform, and the length of time she may be able to work. With her physician's approval, she may be allowed to work up until her physician recommends that she take her leave.

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

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

Provisions of the Family and Medical Leave Act (FMLA), City policy, and handbook shall apply.

ARTICLE 13
VACATIONS AND HOLIDAYS

Section 13:1 - Vacations

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

A. Employees with less than twenty (20) years of service as of July 1, 1998, or employees hired or transferred into this bargaining unit after July 1, 1998, shall be eligible for vacation leave with pay according to the following schedule:

Completion of Continuous Service	**Eligibility/Allowance** Commencing at Start of Next Calendar Year Following Anniversary
One (1) year	12 Days (96 hours)
Three (3) years	15 Days (120 hours)
Five (5) years or greater	20 Days (160 hours)

1. For new hires, vacation is pro-rated at one day for each month the employee is on the payroll in the year of hire, and is provided on January 1, of the year following their hiring to be used during such year. Thereafter, the vacation schedule is as described herein.

2. Eligibility for vacation days assumes the employee works the entire year. A month of service is completed when an employee has worked at least ten (10) working days (80 hours) in any given month.

3. Effective July 1, 1998, for those employees who were otherwise-eligible to receive greater than twenty (20) days (160 hours) vacation, but less than twenty-five (25) days (200 hours) of vacation per year (greater than sixteen years of service, but less than twenty years) under the terms of the previously-contracted vacation schedule, such employees shall hereafter maintain the same number of vacation days per-year (without loss) for as long as they remain employed, or until the terms of this bargaining agreement section are so amended.

B. Employees with twenty (20) years or more of credited City service, effective December 31, 1998, shall be eligible for vacation leave with pay of twenty-five (25) days (200 hours).

1. Eligibility for vacation days assumes the employee works the entire year. A month of service is completed when an employee has worked at least ten (10) working days (80 hours) in any given month.

C. 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 intent of this contract to encourage the employee to take their vacation time, and in accordance therewith, the employee is not allowed to work for the City during his/her vacation time. In other words, the City may not pay his/her regular vacation time and his/her regular pay for the same period, subject to the exceptions listed in (1).

1. On separation from employment, the employee is paid for whatever vacation time he/she has accumulated during the year in which he/she either retires or leaves employment of the City.
2. In the event an employee dies during the calendar year under consideration, his/her next-of-kin 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.

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

1. In the event of unusual circumstances and on a case by case basis where advance request is made, unused vacation time may be carried over into the next calendar year upon approval from the Director of Human Resources. Request for carry over shall be filed with the Director of Human Resources on or before December 1 of the calendar year. (Exceptions may be made in light of extenuating circumstances).
2. Where an employee is unable to take his earned vacation or personal holidays for reason of sickness or disability, and is off work on sick leave or worker's disability compensation which continues to the end of the calendar year.
3. All approved vacation carry over must be used no later than June 30 of the following calendar year.

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

1. 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.

Section 13:2 – Holidays

Holiday pay is compensation paid for the time during which work would normally be performed, said work having been suspended by reason of a general holiday. The City agrees to pay employees who work on holidays, holiday pay for their regular shift (8, 10, or 12 hour shifts) plus straight time.

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

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	

Swing shift employees who work Easter Sunday will receive holiday pay for that day.

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

An employee must be on the payroll (working, vacation or sick leave) the day before and the day after the holiday in order to receive pay or credit for the holiday, excepting therefrom a disciplinary suspension which concludes the day before the holiday or commences the day after the holiday.

24-Hour Operations

1. For the purpose of this section, time worked on holidays by employees normally working on holidays (i.e. swing shift employees, dispatcher, relief operator, and twenty-four (24) hour operations) shall be paid straight time plus holiday pay.

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

   The City agrees to pay employees who work on holidays, holiday pay for their regular shift (8, 10, or 12 hour shifts) plus straight time.

Section 13:3 - Personal Days

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

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

ARTICLE 14
INSURANCES, PENSION, PHYSICALS, DEFERRED COMPENSATION

Section 14:1 - Health/Dental Insurances

A. Health Insurance (Full-Time, Active Employees)

Blue Cross/Blue Shield

The City will provide full-time employees and their eligible dependents with Blue Cross Blue Shield Simply Blue high deductible healthcare coverage or an equivalent coverage program, with the City of Bay City funding an HSA for the deductible (as identified in 2. below).

Employees may choose from either of the two coverage options as outlined below, with the applicable employee cost-sharing provisions (as identified in 1. below). As soon as the following options can be implemented following the signing of this agreement, the City will hold a special enrollment period for all full-time employees to enroll and select options. 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 plan in place at the expiration of the 2010 – 2014 bargaining agreement.

Option 1: Simply Blue High Deductible with an annual deductible of $1,300 for single and $2,600 for double/family coverage, 0% coinsurance, and $5/$30/$60 drug coverage (effective after the annual deductible is met).

Option 2: Simply Blue High Deductible with an annual deductible of $2,000 for single and $4,000 for double/family coverage, 20% co-insurance, and $10/$40/$80 drug coverage (effective after the annual deductible is met).

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

1. Employee Premium Contribution:

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

a. If an employee selects a plan with costs that exceed the limits of Public Act 152, the employee shall be responsible to pay the excess cost, or twenty percent (20%) of the health care illustrative rate, whichever is greater.

b. If the employee selects a plan with costs that are under the limits of Public Act 152, the employee shall not be required to pay for such coverage via payroll deduction.

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

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

2. Employer Contribution:

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

Effective January 1, 2015 and annually	
Coverage	**Employer Pays**
Single	$1,300
Double (2-Person)	$2,600
Family	$2,600

In the event that the insurance carrier increases the annual deductible amount from January 1, 2015, 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 increase.

Married employees who are both employed by the City, 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.

Health Insurance Continuation: 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 or involuntary termination of employment, except where the employee was "fired for cause," in which event the coverage is to be terminated as soon as possible under this policy.

The subrogation provision is in effect for active employees receiving City health care.

B. 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 at the time of the retiree's death. 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, 2010, are not eligible for City-provided healthcare at retirement, unless retiree health care is available to him/her under another City of Bay City collective bargaining agreement (no gain, no loss). For employees hired after July 1, 2010, the City will establish a Retirement Health Savings (RHS) Plan.

Pre-65 Retirees

For the duration of this 2014 – 2017 collective bargaining agreement, the City will provide healthcare coverage to eligible **Pre-65** retirees (who retire from active employment after July 1, 2014), their spouses, and their IRS dependents with equivalent healthcare coverage as active employees including equivalent contributions to a Health Savings Account (HSA), if applicable, and equivalent premium sharing as active employees based on the plan option selected.

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

The level of future premium shares for medical and prescription drug coverage for Pre-Medicare retirees who retire after July 1, 2014, shall be modified to be identical to that provided to active employees under subsequent collective bargaining agreements, provided:

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

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

An employee who receives a duty-disability retirement as the result of an injury or who is killed on-duty while in performance of his/her duties shall be considered to have achieved twenty (20) years of service and shall pay the same health insurance co-pays and/or deductibles as active employees.

The subrogation provision [Article 29] is in effect for pre-65 retirees receiving City health care.

Post-65 Retirees

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

The level of future medical and prescription drug coverage for Post-65 retirees/spouses, who retire after July 1, 2014, shall be identical to that provided to Post-65 retirees under subsequent collective bargaining agreements. In the event that Post-65 retiree health insurance is eliminated in a subsequent collective bargaining agreement, the Post-65 retiree/spouses shall retain the healthcare coverage he/she was enrolled in at the time of elimination with the same cost share at the time of elimination.

An employee who receives a duty-disability retirement as the result of an injury or who is killed on-duty while performing his/her duties shall be considered to have achieved twenty (25) years of service. Regardless of pension eligibility under the Michigan Employee's Retirement System, an employee retiring after July 1, 2014, shall pay the following premium contributions on a monthly basis (based on illustrative rates provided by the vendor):

Years of City Service	Employer Pays	Retiree Pays
20	80%	20%
25 or more	90%	10%

C. 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. Married employees who participate in City-provided health insurance will not be eligible for the health insurance waiver.

D. Dental Insurance

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 $50 deductible (waived for preventative care) per-person, per-benefit-year.

E. Retirement Health Savings (RHS) Plan

Employees hired, transferred or promoted after July 1, 2010, 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 14:2 - Workers' Disability Compensation

Effective July 1, 2002, the City will provide fully paid Worker's Disability Compensation insurance. In addition, the City will supplement worker's disability compensation payments for those employees who remain eligible (note: eligibility disputes will be determined by the Michigan State Workers Disability Compensation Bureau, Lansing, Michigan) for same due to a work-related injury in an amount equal to the difference between the workers disability compensation payment received and eighty (80) percent of the employee's gross base weekly wage for five (5) years. Thereafter, the workers' disability compensation rate in accordance with the state statute will continue.

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.

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

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

Section 14:3 - Retirement Benefits

A. Full-Time Employees

1. Full-time employees (either represented by or to be represented by the bargaining unit), prior to September 1, 1997, shall be eligible for the Municipal Employees Retirement System (MERS) benefit program B-4, (F50/25 or F-25; FAC-3; V10). The contribution co-pay of 5 ½ % of employee's gross wages (increased from 3% in the 7/1/06 to 6/30/09 collective bargaining agreement) shall be effective immediately following ratification and execution of this contract. For the purposes of obtaining twenty-five (25) years of service, an employee may purchase (exclusively at the employee's own cost) up to five (5) years of generic time.

2. For employees covered by the Defined Benefit program coverage described, the Union shall reserve the right, for the complete duration of this agreement, to defer its one-time option for conversion from defined benefit to defined contribution under the terms described in sub-section 3. below. However, the Union will give the City sixty (60) days advance written notice prior to electing to use their optional conversion from defined benefit to defined contribution; and such conversion shall be calculated by MERS actuaries and shall not create additional cost, liabilities or contributions on the part of the City.

3. Employees hired into the bargaining unit on or after September 1, 1997, or existing employees who choose to convert to the defined contribution plan coverage per #2 above 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:

   a. The City to contribute two and a half percent (2 ½%) of the employee's gross wages, with the employee contribution of two and a half percent (2 ½%) transferred and deposited on a bi-weekly basis into a self-directed, qualified plan, which shall be transportable and provide immediate vesting.

   b. The City to contribute six percent (6%) of the employee's gross wages, with the employee contribution of five and a half percent (5½%) transferred and deposited on a bi-weekly basis, into a self-directed, qualified plan, which shall be transportable and provide fifty percent (50%) vesting after the second year of employment; and one hundred percent (100%) vesting after the fourth year of City employment. (Maximum aggregate employer and employee contribution would combine to total eleven and one-half percent [11½%] of yearly gross wages.)

B. Regular School Crossing Guards:

Will continue with the City-paid MERS benefit program C-1 (old) with the F55/25; FAC5; and V10.

<u>Section 14:4 - Life/AD&D Insurance</u>

The City shall provide all full-time bargaining unit employees with fully-paid life insurance coverage of $50,000 plus $50,000 AD&D.

Section 14:5 - Biennial Physicals

Employees may be required to undergo a physical examination from the City Physician (or other health care provider) at the direction and expense of the City. The scope of the physical examination shall be determined by the City, but may include such items as: basic physical exam, Chem 24 blood evaluation, choice of x-ray or pulmonary function test and EKG. If illegal drugs or alcohol are detected, the employee may be required to take rehabilitation care through the Employee Assistance Program or a program of the employee's own choice.

Section 14:6 – ICMA-RC Retirement Saving Programs

Effective July 1, 1984, an employee may voluntarily participate in the ICMA-RC 457 Deferred Compensation Plan, with his/her own contributions, based on rules and regulations of the ICMA-RC. The offering of this or any other deferred compensation plan is at the sole discretion of the City, and does not obligate the City to any funding or contribution of any kind.

Section 14:7 – Wellness Program/YMCA Membership

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

Section 14:8 – Short Term Disability Insurance

The City will provide full-time employees hired after August 1, 2014, with short-term disability coverage. The weekly benefit will not exceed 66.7% of the employee's weekly earnings up to a maximum of $1,200 per week commencing on the first (1st) day for hospitalization, the first (1st) day after a non-work related accident, or eighth (8th) day for sickness. The short-term disability insurance shall continue in effect until the employee is released to return to work by his/her treating physician or twenty-six weeks (26), whichever occurs first. In the case of maternity leave for female employees, short term disability coverage shall continue in effect for six (6) weeks for natural child birth and eight (8) weeks for caesarian section.

The use of Short Term Disability Insurance shall run concurrently while an employee is on approved Family and Medical Leave of Absence (FMLA) in cases where the Family and Medical leave of absence is for the employee's serious health condition. An employee will be required to supplement the balance of their short-term disability benefits through the use of accrued sick time up to a maximum weekly compensation equal to one-hundred percent (100%) of their weekly salary/or base wage.

Health Insurance will continue during the period an employee is covered by the Short Term Disability insurance as long as the employee maintains their bi-weekly premium shares while off work.

ARTICLE 15
WAGES, LONGEVITY, COLA, STAND-BY PAY

Section 15:1 - Wages

A. Full-time employees will receive wage increases as follows:

July 1, 2014 – 1.50%
July 1, 2015 – 0%
July 1, 2016 – 1.50%
July 1, 2017 – 1.50%

Section 15:2 - Longevity

In addition to regular compensation, employees hired prior to January 1, 1990, shall receive longevity pay as listed below. Employees hired after January 1, 1990, shall not be eligible to receive longevity pay.

10 years continuous employment = $0.33 per hour
15 years continuous employment = $0.50 per hour
20 years continuous employment = $0.67 per hour

Section 15:3 – Sanitation Retention Pay

Employees who acquire twenty-four (24) months of employment in the Sanitation Department (Refuse Collection) shall receive a step increase of $0.25 per hour. Employees who acquire forty-eight (48) months of employment shall receive an additional step increase of $0.25 per hour. Employees who acquire sixty (60) months of employment shall receive an additional step increase of $0.25 per hour.

Section 15:4 - Cost of Living

COLA will be frozen for the term of this Agreement.

Section 15:5 - Stand-by Pay

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

A. A full holiday shall run from midnight to midnight; one-half holiday from twelve noon through twelve midnight.

B. Stand-by compensation, Monday through Friday, shall be at the rate of two hours pay for every sixteen (16) hours stand-by.

C. Stand-by compensation for Saturdays, Sundays, and holidays shall be at the rate of three (3) hours for every twenty-four (24) hours of stand-by.

D. The City will provide each employee on stand-by a pager or cell phone and the employee must carry and use it while on standby.

E. When an employee is called out, he/she shall be paid, in addition to the on-call allowance, a minimum of two (2) hours pay at the applicable rate as set forth in Article 17.

Section 15:6 - Hours of Employment

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

First shift starting between the hours of 6:00 a.m. and 10:00 a.m.
Second shift starting between the hours of 2:00 p.m. and 4:00 p.m.
Third shift starting between the hours of 10:00 p.m. and 12:00 midnight

Some employees may be scheduled to work 10 or 12 hour shift(s) as part of their forty (40) hour work week.

Section 15:7 - Premium Pay

A. All employees will receive a thirty cent ($0.30) per hour and forty-five cent ($0.45) per hour differential on second and third shifts respectively. As further explanation of this section, vacation and sick leave benefits are to apply on an employee's base pay only. Premium pay shall not be paid at the rate of time and one-half or double time.

B. Utilization of Local #542 employees as Electrical Generation Technical Support.

Effective upon commission of the 2002/2006 contract, the responsibility for the operation and maintenance of the two (2) 2,500 KW generators located at the wastewater treatment plant and the water treatment plant respectively shall be transferred to the Power and Technology Department, more particularly the Electrical Generation Division responsible for the operation and maintenance of the City's generation equipment represented by U.W.U.A. Local #482. Once qualified and trained, the current U.W.U.A. Local #542 operators of these machines that are currently employed at the wastewater and water treatment plants shall continue to assist the Electrical Generation Operation Division in the operation and maintenance of these two (2) machines.

For any authorized period of time these individuals spend in the execution of these activities, they shall be paid at the 30-month step for the Local #482 position of Generating Plants Operator Mechanic.

Under normal operating conditions, the Director of Power and Technology, or designee, shall coordinate with the Director of Engineering and Public Infrastructure, or designee, those periods where these individuals shall commence with the training, operation and maintenance of the generating units in question. In the event that an emergency situation arises that requires immediate attention by these individuals, the emergency may be addressed while simultaneously having the appropriate persons in Power and Technology contacted. Under no conditions

shall these individuals be charged to operator as Electrical Generation Technical Support employees without the authorization of the appropriate individuals as described above.

It shall be the understanding and agreement of the parties hereto that the arrangement described above is an experimental arrangement designed with the express intent of providing the City of Bay City with a more economical and efficient operating scheme for the generators located at the wastewater treatment plant and the water filtration plant respectively. In the event such superior economic and efficient operating conditions do not materialize over time, then the Director of Power and Technology reserves the right to transfer exclusively those responsibilities to the Electrical Generator Operations within U.W.U.A. Local #482.

Section 15:8 - Certification Pay

Employees maintaining a job-related State of Michigan license that is recognized by the City shall receive certification pay as listed below:

Water Distribution	Wastewater	Water Treatment
S-1 = $0.60 per hour	A = $0.60 per hour	F1 = $0.50 per hour
S-2 = $0.30 per hour	B = $0.30 per hour	F2 = $0.25 per hour
S-3 = $0.20 per hour	C = $0.20 per hour	F3 = $0.15 per hour
S-4 = $0.10 per hour	D = $0.10 per hour	F4 = $0.10 per hour

Assessing

Level IV (Michigan Master Assessing Officer (MMAO)	=	$2.00 per hour
Level III (Michigan Advanced Assessing Officer (MAAO)	=	$1.00 per hour
Level II (Michigan Certified Assessing Officer (MCAO)	=	$0.50 per hour

Tractor/Backhoe

An employee who operates a backhoe, excavator, loader, or grader in the Public Works Department shall receive $0.45 per hour for hours worked utilizing said equipment. Employees must be trained and certified to be qualified to operate heavy equipment. Qualified employees are selected through a competency test and then by seniority. This does not apply to Machine Operator Range 10.

Fleet

Master Automobile Mechanic	=	$0.50 per hour
Master Heavy-Duty Truck Mechanic	=	$0.50 per hour

Effective the first full pay period following commission approval, Certification pay shall be applied to all hours worked.

Section 15:9 Recall Pay

An employee required to return to work outside of his regularly scheduled hours shall receive a minimum of one and one-half (1½) hours pay at overtime rates. This does not apply to overtime on a regular day's employment, whether the result of holding over a job or being called in early, but the employee shall be paid overtime for his actual overtime. It is understood that when an employee agrees to changes shifts, it will not constitute a recall.

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

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

Section 15:10 - Meter Readers/Mileage Allowance

Employees classified as meter reader shall receive $8.50 per day for using their personal vehicle for meter reading work. Each employee is responsible for insurance and for all vehicle expenses.

Section 15:11 - Assignments of Work out of Classification

An employee may be temporarily assigned work out of his classification for the convenience of the department. If such work is of a job classification with a higher pay range, the employee will receive an increase to the bottom step of the classification being filled. In the event, that the employee's current rate is greater than this rate, he/she will receive the rate of the next step above his/her current rate.

If an employee is assigned work to a position outside of the bargaining unit which is classified as non-supervisory, he/she shall receive an increase to the lowest step in the range assigned which is greater than his/her current rate.

Employees assigned to fill a portion of the duties of a job of a supervisor shall receive an additional ten percent (10%) of their current base wage for the actual hours worked in the upgraded position.

In addition to the above, for those employees within the Public Works Sub Departments the following shall apply:

Exception pay shall be offered, and upon acceptance, granted to the most senior Local #542 employee when all immediate supervisors are out of the office for each sub-department, and the employee acts in the capacity of a supervisor.

Exception pay shall be offered, and upon acceptance, granted to the most senior "competent person" assigned to an excavation crew of two (2) employees or more; acting in the capacity of a lead worker; when no other supervisory person is onsite; in accordance with 29 CFR 1926 Subpart P – Excavations.

Exception pay shall be offered, and upon acceptance, granted to the most senior Local #542 employee assigned to perform road construction duties; consisting of grading, zipping or paving while actin gin the capacity of a lead worker when no other supervisory employee is onsite.

Section 15:12 - Temporary Workers

Subject to the terms and conditions of this section, the City shall be allowed to retain temporary workers or to use contracted services to fill bargaining unit positions that are temporarily vacant. However, the City shall not fill vacant bargaining unit positions with temporary workers for periods in excess of six (6) months without the express agreement of the Union President.

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

Temporary workers will be used for the following examples: covering maternity leave; extended sick leave; Workers' Disability Compensation leave; emergency, unexpected, or unscheduled temporary bargaining unit vacancies.

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

Section 15:13 - Seasonal Workers

The City may retain seasonal workers for up to seven (7) months, unless the parties agree, in writing, to extend such periods of employment. Generally, the term of employment shall be from April 1st through December 1st. Seasonal workers are not to be used to fill Bargaining Unit positions.

The City will make available, upon request, an up-to-date list of all seasonal workers.

Seasonal workers shall not exceed a normal forty (40) hour work week, and work is to be performed only during normal regularly scheduled work days/hours of the department into which he is placed.

Section 15:14 - Supplementary Help

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

Supplementary help (i.e., extra-help, part-time help, free help, etc.) are those persons retained by the City (either directly, or by contract, or through an educational institution, or a state, federal or locally funded employment and/or learning program, or an employment contracting agency) to perform work that is more than usual or necessary for the City to function adequately and are not to be used to fill Bargaining Unit positions and/or vacancies. (For the purpose of this section, "part-time help" does not refer to School Guards.)

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

The City will make available, upon request, an up-to-date list of all supplementary help.

Supplementary help is only to be used to enhance and aid the permanent Bargaining Unit workforce, and shall not be used to replace permanent employees.

It is also understood and agreed that bargaining unit membership and the integrity of the Bargaining Unit shall not be eroded by this clause.

Section 15:15 – Commercial Driver's License

A. For employees whose job description requires them to maintain a Michigan Commercial Driver's License (CDL), 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.

Section 15:16– Direct Deposit

Effective with the first payroll of January, 2015, all employees will be required to utilize direct deposit.

ARTICLE 16
REST PERIODS, MEALS, UNIFORMS

Section 16:1 - Rest Periods

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

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

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

Section 16:2 - Meals

The City will provide meal allowance(s) for employees required to work unscheduled overtime on the following terms and conditions:

A. Unscheduled overtime is overtime that was not arranged more than eight (8) hours prior to the start of the assignment.

B. The City will pay an allowance of $8 for all meals.

C. The first meal allowance is due two (2) hours after the start of the overtime assignment.

D. If the overtime assignment continues, additional meal allowance will be paid five (5) hours after the first meal allowance.

E. In no circumstances shall employees be entitled to more than two (2) meal allowances within any twenty-four (24) hour period.

Section 16:3 - Clothing Allowance/Uniforms/Footwear

A. **Clothing Allowance:** An annual clothing allowance of $325, payable in July, will be provided (in lieu of the provision of uniforms) to those employees working in a construction or repair environment with the exception of the wastewater plant employees. "Construction or repair environment" includes employees in the field, garage, and storeroom, as well as employees in a similar environment.

B. **Uniforms:** The City will supply uniforms and the cleaning thereof to the Wastewater Plant employees in the following classifications: wastewater plant operator, wastewater plant trainee, mechanic I/relief operator, mechanic II, mechanic II/electric, instrumentation technician, senior lab technician, and custodian/relief operator. Uniforms must be worn.

C. **Footwear:** Effective July 1, 2014, employees who are required to wear "steel-toe" or other equivalent footwear per MIOSHA regulations shall receive $150 per year extending through the duration of this contract. (July 1, 2014 through December 31, 2017). Footwear must meet federal ANSI Z41.1 standards. To be paid the first full pay period in July of each year.

The following classifications are required to have and wear "steel-toe" or other equivalent footwear per MIOSHA regulations at all times:

Certified Auto/Truck Mechanic, Certified Welder/Mechanic, Fleet Service Worker, General Maintenance Worker/Equipment Operator, Street Department Machine Operator, Refuse Collection Worker, Wastewater Department: Instrument Technician, Plant Mechanic I/Relief Operator, Plant Mechanic II, Plant Operator, Treatment Plant Worker I/II, Water Treatment Department: Plant Mechanic II

D. **Meter readers** shall be required to wear City established uniforms and work boots with "above –the-ankle" coverage. They will also receive the Footwear allowance in accordance with Section C.

ARTICLE 17
OVERTIME HOURS

Section 17:1 – Overtime

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

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

Section 17:2 – Overtime on Sundays and Holidays

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

Because of staffing requirements, shift operators may be required to work on Sundays as part of their normal work week. For purposes of compensation, a shift operator's second scheduled day off will be considered equivalent to a "Sunday" and they will receive double-time pay for hours worked on their second day off.

Section 17:3 - Equalization of Overtime

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

When an overtime opportunity occurs, the City shall utilize this monthly listing when contacting employees, qualified for the assignment, with the least number of accumulated overtime hours first and proceeding through the list toward the employee with the highest accumulated overtime hours. Employees in standby status will be considered to have the least number of accumulated hours for the period of standby.

The employee must be personally contacted, to be charged with refusal of overtime. If the City demonstrated it has attempted to contact an employee for purpose of equalization of overtime, then City shall not be responsible for an employee who, because they were called but not personally contacted, did not receive overtime. An employee contacted for overtime while on vacation may refuse the assignment and will not be charged for such refusal.

Section 17:4 – Holiday Overtime – Swing Shift Employees

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

Section 17:5 - Compensatory Time Off

If mutually agreed between the City and the employee, compensatory time may be granted, and accrued at one and one-half (1½) times the overtime hours worked. If overtime hours are worked on Sunday, accrual will be at two (2) times the overtime hours worked. When compensatory time is to be utilized, it shall be used as scheduling permits and within the then current fiscal year. Maximum accruals shall not exceed 40 hours, at any one time.

ARTICLE 18
DISCHARGE AND DISCIPLINE INVOLVING TIME OFF

Section 18:1 - Discharge/Steward Notification

No employee shall be disciplined or discharged without just cause. The City agrees that upon discharge or discipline of an employee, to notify in writing, the Steward of the department involved. The employee will be allowed to discuss the discharge or discipline with the Steward of the department, and the department manager will make available an area where this may be done before the employee is required to leave the property of the City.

Section 18:2 - Disciplinary Action/Time Limit

In imposing any discipline on a current charge, the City will not take into account any prior infractions of City or departmental rules or regulations which occurred more than three (3) years previously, nor will the City impose discipline on an employee for falsification of his/her employment application after a period of six (6) months from date of hire. When considering discipline of an employee, the City will not render any discipline to an employee after fifteen (15) calendar days of an alleged infraction, nor more than fifteen (15) calendar days from the time the City becomes aware of an alleged infraction. This fifteen (15) day time limit may be waived by the parties in situations where an investigation is on-going or extenuating circumstances arise.

Section 18:3 - City Rules and Regulations

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

Section 18:4 - Disciplinary Action/Temporary Supervisor

A bargaining unit employee filling in temporarily for an absent supervisor shall not be obligated to issue disciplinary action against another Union employee. The situation and details shall, however, be immediately and directly reported to the department head and the department head may, in turn, issue subsequent discipline based upon the details provided.

ARTICLE 19
WORK PERFORMED BY SUPERVISION

Article 19 - Work Performed By Supervision

The primary function of a supervisor is to supervise. Under normal conditions, supervisors shall not perform bargaining unit work. There are however, instances where supervisors shall be permitted to perform bargaining unit work:

1. In emergency or to perform minor tasks that take less than fifteen minutes and where regular employees are not available
2. To instruct or train employees
3. To organize, design or test experimental work on a new job or equipment
4. To fill personnel shortages caused by employees who are absent
5. Working supervisors (see listing below supplied by the Union):

- Shift Supervisor – Wastewater Treatment Plant
- Facilities Maintenance Specialist – City Hall
- Construction Services Records & Surveying Supervisor/Worker – Public Works
- Community Development Planner – City Hall/Neighborhood Services
- Lead Water Distribution Worker – Water Distribution
- Deputy City Clerk - City Hall/Clerk's Office
- Construction Engineering Supervisor – Public Works
- Neighborhood Services Manager - City Hall/Neighborhood Services
- Chief Plant Mechanic – Water Plant
- Deputy Treasurer –Treasurer/Accounts Receivable
- City Treasurer – Treasurer/Accounts Receivable
- Accounts Receivable Supervisor – Treasurer/Accounts Receivable
- Water Distribution and Meter Supervisor – Public Works
- Engineering Supervisor/Worker – Public Works
- Chief Operator – Water Plant
- Operations Supervisor - Wastewater Treatment Plant
- Operations Manager - Wastewater Treatment Plant
- Maintenance Supervisor – Wastewater Treatment Plant
- Bridge/ Street Foreman - Bridges
- Code Official Coordinator – Building Code Enforcement
- Coordinators – Public Works

In no case shall supervisors replace bargaining unit members, nor shall supervisors be used to offset overtime of bargaining unit members.

ARTICLE 20
SEVERABILITY

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

ARTICLE 21
AUTHORITY OF CITY MANAGER

Authority is hereby given to the City Manager and/or Human Resources Director to negotiate with the Union to implement the policies of this Agreement in the various particulars as established, without prior or subsequent approval of the city commission.

ARTICLE 22
WAIVER

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

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

ARTICLE 23
DOMICILE/DEPENDENTS

Effective January 1, 1996, the City has no residency requirements for unit members. Domicile is defined as the established, fixed, permanent, ordinary dwelling place, and place of residency.

Employees shall notify the respective department director and the Human Resources and Payroll Departments, in writing, of any change of domicile address, telephone number, and dependent status within ten (10) calendar days of such change. A post office box number is not acceptable in lieu of such address.

ARTICLE 24
WORKING CONDITIONS AND SAFETY

Section 24:1 - Working Conditions

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

All employees will be held accountable for the daily safety performance on the job and for using prescribed safety equipment. Any employee involved in any accident shall immediately report said accident to his superior and any physical injury sustained therein in accordance with the existing department work rules.

If the employee believes his safety is in jeopardy, he may request Union representation.

Section 24:2 - Safety Equipment

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

Section 24:3 - Safety Glasses

The City will contribute one-hundred percent (100%) toward the cost of required (single-vision, bi-focal, tri-focal) safety prescription lenses and frames, allowing for the employee's limited selection from a basic, low-cost model grouping provided by Hi-Tech Optical, Inc. of Saginaw. a vendor.

The employee must be in a job that requires the wearing of safety eyewear per MIOSHA regulations, and all eyewear must meet federal (ANSI 287.1) standards.

The City contribution shall be limited to the cost of the basic model(s) described above; all other items or costs shall be paid by the employee.

Section 24:4 - Tool Allowance

The City agrees to provide employees in the following positions a $350 tool allowance per year, payable on or about July 1, to be used toward the purchase and/or replacement of tools as: auto mechanic, certified welder/mechanic, and certified auto/truck mechanic.

ARTICLE 25
COPIES OF AGREEMENT

City will provide five (5) copies of the contract following final approval by the Union and by the City Commission.

ARTICLE 26
UNION BUSINESS

Section 26:1 - Leaves of Absence (without pay)

It is mutually agreed between the parties hereto, that there may be times when representatives of Local #542 will be required to conduct Union business which takes them away from their City employment. Such activities might include labor negotiations, arbitrations, etc. with the Credit Union; the Bay County Library System; or the Bay City Housing Commission. In addition, Union representatives may be selected or elected as a delegate for, or on behalf of Local #542 or the A.F.L.-C.I.O. In such instances, the City agrees to allow the Union President and/or his designee(s) leave of absence WITHOUT PAY, in order to conduct such Union business subject to the operational needs of the organization. Requests must be submitted to the City Manager and/or his designee at least 48 hours (two business days) prior to the requested absence unless there are exceptional circumstances.

While the above-described leave of absence shall be WITHOUT PAY, the City agrees to allow the Union to reimburse the City for such total wage costs foregone, in order to allow the Union member(s) taking such leave credit for hours worked otherwise-lost toward pension, sick leave, vacation, or other accrued benefits.

ARTICLE 28
TESTING

The City and union will agree upon a list of classifications in Local #542 it wishes to test and a test developer. Once a test developer is selected, a validated test will be developed and customized to reflect the skills for each classification. The City will pay the cost of such testing.

ARTICLE 29
SUBROGATION CLAUSE

If an employee and/or retiree 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 four hundred eighty (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.

ARTICLE 30
FISCAL ACCOUNTABILITY – PUBLIC ACT 436 OF 2012

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

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

ARTICLE 31
DURATION AND MODIFICATION

The agreement shall be for three and one-half (3 ½) years from July 1, 2014, through December 31, 2017, inclusive. Modification of this agreement including the introduction of new or revision of existing Health Care coverage, sick leave, or other benefit program services, may be accomplished by and only 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 according to the following schedule:

A. Submission of Union and City demands: August 15, 2017
B. Negotiations to begin: October 1, 2017
C. Desired conclusion to negotiations: December 1, 2017

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.

FOR THE CITY OF BAY CITY:

Richard Finn
City Manager

Gregory D. Talicska
Director of Human Resources

April Key
Human Resources Generalist

UTILITY WORKERS UNION OF AMERICA AFL-CIO, LOCAL #542:

James Harrison
UWUA Representative

Kirk Urban
President

Steven Moore
Vice-President

Arnold Fry, II
Union Representative

Jonathan Ivan
Union Representative

Approved and adopted by general resolution of the Bay City Commission at a formal meeting held at the City of Bay City, Michigan, on September 8, 2014.

Witness, Jamie C. McFarland

Witness, Jamie C. McFarland

Christopher Shannon, Mayor

Dana Muscott, City Clerk

APPENDIX A
CITY OF BAY CITY
REGULATIONS GOVERNING EMPLOYMENT

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A. GENERAL PROVISIONS

Section 1-1 Application
The "Regulations Governing Employment" (or "General Rules" or "General Regulations") shall apply to all City employees and all departments. In addition thereto, special rules and regulations may be adopted governing employment in specified departments and, where approved by the city commission, such special rules and regulations shall control where in conflict or inconsistent with the General Rules and Regulations. Additional rules and regulations not conflicting with the general or special regulations approved by the city commission may be adopted by the administration, where approved by the City Manager, and shall be binding on the City employees.

Section 1-2 Department of Safety
Whereas the department of safety has special procedures and provisions provided by charter and special rules and regulations must be, and have been, adopted for the police and fire departments, the provisions of these regulations shall be applied to the department of safety only when consistent with and complementary to such provisions.

Section 1-3 When Effective
These provisions are to become effective only when approved by the commission by resolution adopted at a regular meeting.

Section 1-4 Amendment
The "Regulations Governing Employment" may be amended, modified, or repealed by the commission by resolution adopted at any regular meeting. Such action shall be by reference to a specified section of the Regulations.

Section 1-5 Repeal of Prior Resolutions
All prior resolutions of general employment application (other than those resolutions adopting sections of these Regulations Governing Employment) previously adopted by the commission are herewith repealed.

B. GENERAL WORKING RULES

ARTICLE I - APPLICATION

Section 1-1 Application

The following rules and regulations shall apply to all employees of the City, including the department of safety, except that rules and regulations specifically adopted and approved by the commission for a department or a division shall govern and control where in conflict with or inconsistent with these provisions.

Section 1-2 Department of Safety

Where in these rules and regulations provision is made for suspension for more than fifteen (15) days, or for demotion or removal, such penalty shall not be invoked or applied for members of the police or fire departments, but instead it shall be the duty of the fire chief or the police chief to file charges with the city commission based upon the violation involved, in accordance with the procedure as provided in Article XI, Section 7 of the Charter of the City of Bay City.

ARTICLE II - GENERAL PROVISIONS

Section 2-1 General Rules

The General Rules shall govern the conduct of all City employees. In addition thereto, further and additional rules may be specified for the various departments or employees either by adoption by the City Commission or by promulgation of the manager or other administrative action. It shall be conclusively presumed that all employees have knowledge of and are acquainted with the general rules hereinafter set forth, and such other rules as are posted or made available to the employees in printed form by the administration. An employee shall not be chargeable with other rules or regulations without actual knowledge thereof.

Section 2-2 Enforcement

It shall be the duty of all supervisory personnel to properly enforce compliance with adopted rules and regulations. Failure to prefer charges for violations thereof, including the department of safety, shall constitute neglect of duty.

Section 2-3 Penalties

To assure equality of treatment, justice, and impartiality, a schedule of penalties shall be provided for violations of rules and regulations. Such schedule shall not be deviated from, and the penalties therein provided shall be imposed, except that such penalty may be lessened where special mitigating circumstances are shown, or may be increased where special aggravating circumstances are proven. All such deviations shall be reported to the manager and shall automatically be reviewed by him, and, unless he shall concur that such special circumstances exist, the regular penalty shall be imposed. Where the penalty is stated to be suspension it shall mean that the employee is to be laid off the stated number of working days without pay. Where, in the discretion of management, the good of the department, requires that such suspension be delayed, it shall be imposed as designated.

Section 2-3.1 Schedule of Penalties
Offenses shall be classified as first, second, third, fourth, or fifth grade in accordance with the seriousness and gravity of the matters involved. Where no designation is made, the offense shall be treated as a first grade offense, provided that where a specific punishment is provided for an offense it shall control.

The penalties for the various grades of offenses shall be imposed as follows:

First Grade:

First Offense	Written Warning
Second Offense	One Day Suspension
Third Offense	Five Day Suspension
Fourth Offense	Ten Day Suspension
Fifth Offense	Dismissal

Second Grade:

First Offense	Written Warning
Second Offense	Five Day Suspension
Third Offense	Ten Day Suspension
Fourth Offense	Dismissal

Third Grade:

First Offense	Five Day Suspension
Second Offense	Ten Day Suspension
Third Offense	Dismissal

Fourth Grade:

First Offense	Ten Day Suspension
Second Offense	Dismissal

Fifth Grade:

First Offense	Dismissal

Section 2-3.1a Additional Penalty
Where an employee is found violating any subsection of section 3-3, or any other section where such action is necessary for the good of the City, he shall be forthwith suspended for the balance of the day, without pay, in addition to any other penalty imposed.

Section 2-3.2 Demotion
Where the offense is of such nature as to clearly demonstrate that the employee does not have the ability to perform the functions of his position, in addition to the stated penalties that employee may be demoted to a lower job classification where such ability is not required. Without limitation on the foregoing, but as examples thereof, an equipment operator who repeatedly fails to properly care for his equipment may be demoted; a supervisory employee who continually fails to provide proper supervision may be demoted, etc. Demotion shall be considered as a more moderate penalty than dismissal and may be offered in lieu thereof when mitigating circumstances, in the opinion of the manager, warrant such leniency.

All demotions shall not be considered penalty actions. Where, for example, for sickness or other physical reasons, an employee is unable to perform the functions of his position, he may be transferred to other employment, even though such transfer constitutes a demotion.

Section 2-4 Reports of Disciplinary Action
The manager's office shall be notified forthwith of all disciplinary action taken against an employee, including warnings imposed for first offenses, and a proper record thereof kept in the employee's personnel file.

ARTICLE III - GENERAL RULES AND REGULATIONS

3-1 ABSENTEEISM

Section 3-1.1 Advance Application
Application shall be made in advance for leave to be absent from work for any reason. The decision of the department head shall be final as to whether or not the absence is justified, giving due consideration to the convenience of the department and the reason for absence. The department shall specify in authorizing leaves the nature thereof; for example, sickness, leave with pay, vacation, leave without pay, etc.

Section 3-1.2 Report of Absence without Leave
Where an employee is unable to report for work and leave has not been obtained in advance, it shall be his responsibility to notify his supervisor, or such other person as has been designated, as soon as possible, and at least by the starting time of his shift or employment, unless otherwise provided by specific rule governing the employee.

Section 3-1.3 Penalty
The failure to properly apply for leave to be absent or to report absence without leave shall be considered a first grade offense.

Section 3-1.4 Refusal to Report to Work
Where a department head has determined that an employee does not have a justifiable reason to be absent and has refused a leave to be absent, or has notified the employee to report to work, where the employee is absent without leave, and the employee refuses or fails to report to work, such action shall constitute a fourth grade offense.

Section 3-1.5 Prolonged Absence without Notice
Where an employee is absent without notice, he shall be carried at leave without pay. After three (3) working days, he shall be dismissed.

Section 3-1.6 Sick Leave
Where necessary, an employee shall be granted time off for sick leave. Within his accumulated sick leave, such time off will be charged to paid sick leave. Where no sick leave time remains, such time off shall be carried as sick leave without pay.

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 the 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, the employee shall furnish a doctor's certificate or statement verifying such illness. The department head shall have the discretion to require the furnishing of such a doctor's statement in other cases.

The false reporting of time off as being required for sickness shall constitute a fourth grade offense. Where an employee chronically uses his sick leave and thus interferes with the operation of the department, he may be reclassified. Such action shall not constitute a penalty, but shall be for the purpose of promoting efficient and economic operation.

Section 3-1.7 Department Reports of Absences
Reports of all absences, whether authorized or not, shall be made to the manager's office by the department involved as soon as possible. Such report shall specify the reason for the absence.

SECTION 3-2 ACCIDENTS

Section 3-2.1 Personal Injury Accidents
All personal injuries of employees shall be reported to the employee's immediate supervisor at the time of injury, and a written report made the same working day. Where an employee is injured seriously enough so as to be unable to make such a report, it shall be the obligation of other employees having knowledge of such accident to make such report. Violation of this section shall constitute a second grade offense.

Section 3-2.2 Personal Injury Reports
The supervisor receiving a personal injury report or having knowledge of an injury to a subordinate shall require such a report, and shall make out and submit a personal injury report (including signed statements of witnesses and co-workers) thereof to his department head, or where so instructed, directly to the City Manager's office, by the end of his working day. Violation of this section shall constitute a second grade offense.

Section 3-2.3 Accident/Property Damage
An employee shall report all property damage accidents to his supervisor as soon as possible, and at least within the working day. Where a traffic accident involves City equipment, the employee operating said equipment and the employee in charge of the equipment shall jointly and severally be responsible to call the Police Department immediately, regardless of the amount of the damage, before leaving the scene. Violations of this section shall constitute a second grade offense. In addition to the penalties as herein provided, a safety committee system may be established to provide a point system for accident responsibility.

SECTION 3-3 INTOXICANTS

Section 3-3.1 Reporting to Work in an Intoxicated Condition

Intoxication shall not be considered an adequate excuse for being absent and it shall be the responsibility of an employee to conduct himself so as to be available for work.

Reporting to work in an intoxicated condition, however, shall be considered a more serious offense and shall constitute a third grade offense.

Section 3-3.2 Drinking on Duty

No employee shall consume any intoxicants while on duty. Violation of this section shall constitute a fourth grade offense.

Section 3-3.3 Other Offenses

No employee shall turn a shift operation over to an employee who he suspects is under the influence of intoxicants, but he shall immediately notify his supervisor. No employee shall attempt to cover up for an intoxicated employee. Violations of this section shall constitute a second grade offense.

Section 3-3.4 Possession of Intoxicants

No employee shall be in possession of intoxicants in a City motor vehicle or other City equipment under his control. Violation of this section shall constitute a second grade offense.

Section 3-3.5 Operating City Equipment While Intoxicated

No employee shall operate any motor vehicle or other City equipment, whether on the public streets or otherwise, while under the influence of intoxicants, as defined under the Motor Vehicle Code and the Traffic Ordinance. Employees are warned that "under the influence" may be less than "intoxicated". Violation of this section shall constitute a fourth grade offense.

Section 3-3.6 Breathalyzer

It shall be the obligation of every employee to submit a breathalyzer test when demanded by any superior or where so requested by a police officer in the course of an investigation. Where an employee refuses such a test it shall be conclusively presumed that he is intoxicated.

SECTION 3-4 EQUIPMENT

Section 3-4.1 Care of Equipment

The operator of any City equipment shall be responsible to see that said equipment is in proper condition to operate and make all necessary inspections and report any defects. Violation of this section shall constitute a first grade offense.

Section 3-4.2 Operation of Equipment

The operator of City equipment shall operate said equipment in a reasonable and prudent manner and shall give first consideration to preventing injury to any person or to such equipment or other property. Careless operation shall constitute a second grade offense. An operator who consistently damages equipment or property shall be deemed incompetent and shall be reclassified.

Section 3-4.3 Safety Equipment

Where safety equipment is deemed necessary to prevent injury and is provided for a job, the employee shall wear and use such safety equipment. It shall be the responsibility of those in charge of such employees to see that they are properly instructed in the use of such equipment and to see that such equipment is used and worn while on the job. Employees shall observe safety rules at all times. Violation of this section shall constitute a second grade offense.

SECTION 3-5 INSUBORDINATION

Section 3-5.1 Definition of Insubordination

Insubordination of an employee shall be considered a serous offense, extremely detrimental to the best interest of the City. It shall consist of the willful refusal of an employee to obey the lawful order of any superior or any deliberate physical attack or assault upon a superior, or any disobedient, rebellious, insulting, vicious, or incorrigible conduct calculated or designed to undermine or defeat the control of supervisory personnel. Violation of this section shall constitute a fifth grade offense.

SECTION 3-6 NEGLECT OF DUTY

Section 3-6.1 Attention to Duty

It shall be the obligation of an employee to properly discharge the duties and perform the work assigned to him. Failure to use reasonable diligence and efforts or negligent performance thereof shall constitute a second grade offense.

Section 3-6.2 Sleeping on Duty

Any employee that sleeps while on duty is guilty of an offense. However, since the seriousness of the results that can be expected from such neglect will vary, an exact standard cannot be established as a general rule. The minimum penalty for a first offense shall be a five day suspension. Additional penalties, including dismissal, may be provided by special rule or as required by the merits of each individual case.

Section 3-6.3 Abandoning Job

Where an employee abandons his job and leaves without notice to his immediate supervisor, such action shall constitute a third grade offense.

Section 3-7 Personal Conduct

Employees shall conduct themselves properly and decently and without causing discredit to the City, and shall not use foul, indecent, or immoral language or engage in indecent or improper conduct, and shall not abuse, attack, or injure fellow workers. Employees shall not abuse the public, but shall treat them with respect and consideration and give all possible aid and assistance whenever required.

SECTION 3-8 ADDITIONAL GROUNDS FOR DISMISSAL

Section 3-8.1 Mandatory Dismissal

In addition to those cases where dismissal is provided by general rule for stated offenses, or by special rule, the penalty of dismissal shall be applied for the following offenses:

1. Theft of City property
2. Offenses involving moral turpitude
3. An employee is convicted of a felony
4. Falsification of application for employment or other personal records

Section 3-8.2 Discretional Dismissal

In the discretion of the City Manager, dismissal may be provided as a penalty for the following cases: such other major offenses, or continuation of minor offenses which demonstrates that the employee is unable to comply with the rules and regulations of City employment.

Section 3-9 Garnishments

It shall be the obligation of an employee to conduct his personal financial affairs so as to not cause inconvenience to the City. Accordingly, an employee should not permit claims against himself to be reduced to judgment and consequent garnishment.

Section 3-10 Reporting to Work

It shall be the responsibility of employees to report on time, and employees may be docked for tardiness. Continued and repeated tardiness or reporting in late shall be subject to penal action and treated as a first grade offense.

APPENDIX B
CITY OF BAY CITY
LOCAL #542 CLASSIFICATIONS

Administrative Secretary I
Administrative Secretary II
Assessment Clerk
Auto Mechanic
Bridge Maintenance/Relief Operator
Certified Auto/Truck Mechanic
Certified Welder/Mechanic
Clerk Stenographer
Clerk Typist
Code Official
Customer Service Clerk
Fleet Service Worker
General Maintenance Worker/Equipment Operator
Instrument Technician
Laboratory Specialist
Machine Operator
Maintenance Worker
Meter Reader
Refuse Collection Worker
School Crossing Guard
Senior Account Clerk
Senior Laboratory Technician – Wastewater
Senior Storekeeper
Shuts/Collections Clerk
Wastewater Treatment Plant Worker I/II (shift work)
Wastewater Treatment Plant Mechanic I / Relief Operator (shifts)
Wastewater Treatment Plant Mechanic II
Wastewater Treatment Plant Operator
Water Treatment Plant Mechanic II
Water Treatment Plant Operator I/II (shift work)
Water Treatment Plant Trainee/Operator (shift work)