

AGREEMENT

Between

CITY OF TRAVERSE CITY LIGHT AND POWER

And

UTILITY WORKERS UNION OF AMERICA, AFL-CIO

And Its

LOCAL NO. 295

Effective July 1, 2017 – June 30, 2020

Table of Contents

AGREEMENT	5
ARTICLE 1 - RECOGNITION.....	5
Section 1.1. Collective Bargaining Unit	5
Section 1.2. Bargaining Team.....	5
ARTICLE 2 - MANAGEMENT RIGHTS	6
Section 2.1. Employer's Rights.....	6
Section 2.2. Contracting and Subcontracting.....	6
Section 2.3. Inter-local Agreements.....	6
Section 2.4. Executive Director	6
Section 2.5. Construction.....	7
ARTICLE 3 - PAST PRACTICE.....	7
Section 3.1. Past Practice	7
ARTICLE 4 - UNION SECURITY.....	7
Section 4.1. Union Membership	7
Section 4.2. Deduction of Dues	7
ARTICLE 5 - GRIEVANCE AND ARBITRATION PROCEDURE.....	7
Section 5.1. Grievances.....	7
Section 5.2. Grievance Procedure	8
Section 5.3. Time Limits.....	10
Section 5.4. Definition of Time Procedures.....	10
Section 5.5. Strikes and Walkouts	10
Section 5.6. Election of Remedies	10
ARTICLE 6 - DISCIPLINE AND DISCHARGE.....	10
Section 6.1. Suspension	10
Section 6.2. Demotion.....	11
Section 6.3. Dismissal and Discharge.....	11
Section 6.4. Cause for Disciplinary Action.....	11
ARTICLE 7 - DEFINITION OF EMPLOYEES.....	11
Section 7.1. Regular Full-Time Employees	11
Section 7.2. New Probationary Employees.....	12
Section 7.3. Commercial Driver's License	12
Section 7.4. Temporary/Seasonal Employees	12
ARTICLE 8 - SENIORITY	12
Section 8.1. Seniority Definition.....	12
Section 8.2. Seniority List.....	12
Section 8.3. Loss of Seniority	13
ARTICLE 9 - LAYOFF AND RECALL	13
Section 9.1. Layoff Order, Bumping and Notice	13
Section 9.2. Temporary Reduction	14
Section 9.3. Recall	14
ARTICLE 10 - VACANCIES, TEMPORARY TRANSFER AND PROMOTIONS	15

Section 10.1. Postings	15
Section 10.2. Promotions	15
Section 10.3. Provisional Appointments.....	15
Section 10.4. Line Worker Apprentice Program.....	16
Section 10.5. Metering Assistant Program.....	16
Section 10.6. Selection Priorities	16
Section 10.7. Temporary Appointments	17
Section 10.8. Rate for Temporary Assignment.....	17
ARTICLE 11 - SCHEDULE OF WORK	17
Section 11.1. Work Week and Workday.....	17
Section 11.2. Shift work.....	17
Section 11.3. Work Schedule for Electric System Operator	18
Section 11.4. Overlap (Relief) Operator	18
Section 11.5. Subject to Call.....	18
Section 11.6. Call Back Pay.....	18
Section 11.7. Standby.....	19
Section 11.8. Overtime	19
Section 11.9. Rest Period.....	20
Section 11.10. Shift Premium	20
ARTICLE 12 - LEAVE OF ABSENCES	20
Section 12.1. Family Medical Leave Act.....	20
Section 12.2. Personal Leave	21
Section 12.3. Personal Time	21
Section 12.4. Unauthorized Leaves.....	21
Section 12.5. Funeral Leave.....	21
Section 12.6. Short Term Disability.....	22
Section 12.7. Short Term Leave (STL).....	22
Section 12.8. Sick Leave.....	23
Section 12.9. Worker's Compensation Benefits	23
Section 12.10. Military Leave.....	24
Section 12.11. Recognized Holidays	25
Section 12.12. Vacation Leave	25
Section 12.13. Vacation Benefit	26
Section 12.14. Return from Leaves of Absence.....	26
ARTICLE 13 - LONGEVITY.....	27
Section 13.1. Longevity Benefits	27
ARTICLE 14 - HEALTH, DENTAL, VISION AND LIFE INSURANCE	27
Section 14.1. Health Care Coverage	27
Section 14.2. Health, Medical and Surgical Insurance Cost	28
Section 14.3. Health Care Savings Program	29
Section 14.4. Dental Insurance	29
Section 14.5. Vision Insurance	29
Section 14.6. Life Insurance.....	29
Section 14.7. Insurance Committee	29
Section 14.8. Alternative Coverage	29

Section 14.9. Change in Status	29
ARTICLE 15 - PENSION AND LONG TERM DISABILITY INSURANCE	29
Section 15.1. Pension Benefit	29
Section 15.2. Long Term Disability Insurance	30
ARTICLE 16 - MISCELLANEOUS.....	30
Section 16.1. Citizenship and Residency Requirements.....	30
Section 16.2. Captions	30
Section 16.3. Safety, Tools and Equipment.....	30
Section 16.4. Supervisors Working	31
Section 16.5. Work In Inclement Weather.....	31
Section 16.6. Personnel Review.....	31
Section 16.7. Termination of Employment.....	31
Section 16.8. Classifications and Wage Rates	31
Section 16.9. Waiver Clause.....	31
Section 16.10. Savings Clause.....	32
Section 16.11. Meals Allowance	32
Section 16.12. College Education Incentives.....	32
Section 16.13. Continuous Service	33
Section 16.14. Non-Discrimination	33
Section 16.15. Interpretation.....	33
Section 16.17. Gender.....	33
Section 16.18. Employee Assistance Program.....	33
Section 16.19. Asbestos	33
Section 16.20. Jury or Witness Service.....	33
Section 16.21. Successor Clause.....	34
Section 16.22. Commercial Driver’s License (CDL).....	34
Section 16.23. Alcohol and Drug Testing Program	34
Section 16.24. Deferred Compensation	34
Section 16.25. Premium Pay for Storm Work Assistance	34
Section 16.26. No Duplication or Pyramiding.....	35
Section 16.27. Light Duty	35
Section 16.28. Volunteering	35
Section 16.29. Emergency Manager	35
ARTICLE 17 - DURATION OF AGREEMENT	35
Section 17.1. Duration and Term.....	35
APPENDIX A.....	37
WAGE AND COMPENSATION PLAN	37

AGREEMENT

THIS AGREEMENT, effective, July 1, 2017, by and between the CITY OF TRAVERSE CITY LIGHT AND POWER BOARD, hereinafter referred to as the “Board” or “Employer,” and the UTILITY WORKERS UNION OF AMERICA, AFL-CIO, and its LOCAL 295, hereinafter referred to as the “Union” expresses all mutually agreed upon covenants between the parties.

This Agreement hereby incorporates prior outstanding Letters of Understanding between the Bargaining Unit and the Employer. Letters of Understanding not specifically included in this Agreement are deemed no longer valid by both parties.

Nothing in this Agreement shall be construed to require either party to this Agreement to act in violation of any State or Federal law or regulation, and in the event any such condition arises, it is agreed that this Agreement shall be modified in respect to either or both parties to the extent necessary to comply with such laws or regulations.

The general purpose of this Agreement is to set forth terms and conditions of employment and to promote orderly and peaceful labor relations for the mutual interest of the community, the employees and the Union. The parties mutually recognize that any disputes arising between the employees and Management be settled in an orderly manner without interruption of services to the public.

ARTICLE 1 - RECOGNITION

Section 1.1. Collective Bargaining Unit. Whereas Local 295, Utility Workers Union of America, AFL-CIO, having been certified by order of the Michigan State Labor Mediation Board as the representative of employees of the City of Traverse City (Michigan) Light and Power Board, in the unit heretofore found by the Board to be appropriate, and including:

all regular full-time Physical Operating and Trades employees, BUT EXCLUDING supervisory employees, clerical employees, executives, seasonal, and irregular part-time employees,

for the purpose of collective bargaining, through the Light and Power Board, agrees to recognize the Union, through its accredited officers and representative as sole bargaining and negotiating agency for the employees in the Light and Power Department.

Section 1.2. Bargaining Team. The Bargaining Team shall be selected by the Union and shall be limited to five (5) members. When bargaining occurs, those five (5) members shall be released for such purpose without loss of time or pay. In no event will Light and Power compensate an employee for hours spent in bargaining or other Union activities beyond the employee’s normal work shift. The Union President shall notify the Executive Director in writing within three (3) working days of any changes in the Bargaining Units stewards or officers.

ARTICLE 2 - MANAGEMENT RIGHTS

Section 2.1. Employer's Rights:

- A. The Union recognizes the right of the Board to operate and manage its affairs in all respects in accordance with its responsibilities. The powers or authority which the Board has not officially abridged, delegated or modified by this Agreement are retained by the Board.
- B. The Union recognizes the exclusive right of the Board to establish reasonable work rules, determine reasonable schedules of work, determine and establish methods, processes, and procedures by which such work is to be performed as well as set work standards. The Board also reserves the right to make work assignments in emergency situations within the limitations of this Agreement.
- C. The Board has the right to schedule overtime work as required, and consistent with the provisions set forth in this Agreement.
- D. The Board has the right to reclassify existing positions based on assigned duties and responsibilities or make changes in assigned duties and responsibilities, it being understood by the parties that only the significant and principal duties and range of skill are enumerated in class specifications and job descriptions; incidental duties, similar and related, although not enumerated, are intended to be performed by all union employees.
- E. The Employer shall not discharge, demote, suspend, or otherwise discipline any non-probationary employee except for just cause.
- F. The Board reserves the right to layoff for lack of work or funds, or the occurrence of conditions beyond the control of the Board or where such continuation of work would be wasteful and unproductive.

Section 2.2. Contracting and Subcontracting. The Union recognizes that the Board has statutory and charter rights and obligations in contracting and subcontracting for matters relating to municipal operations. The right to contract or subcontract is reserved by the Employer to supplement current work or fill a vacancy that occurred through attrition or termination for just cause.

Section 2.3. Inter-local Agreements. If Light and Power, in its sole discretion, enters into an inter-local agreement, such agreement shall be under the terms of the Urban Cooperation Act and/or the Michigan Energy Employment Act, and Light and Power shall notify the Union in advance of entering into such an agreement. Light and Power and the Union agree to bargain about the effects of such an agreement on the Bargaining Unit personnel.

Section 2.4. Executive Director. The responsibilities of the Light and Power Executive Director, governed by charter provisions, ordinances, and personnel rules, subject to the provisions of this Agreement, include that he or she has the right to hire, assign, transfer, and promote employees to positions within the agency; to suspend, demote, discharge, or take other disciplinary action against employees; to relieve employees from duty because of lack of work or lack of funds; to determine the methods, means, and personnel necessary for departmental or agency operations, to control

departmental or agency budgets; to administer pay and fringe benefit plans; and to provide the necessary surveys, research, rules, regulations and recommend resolutions and ordinances for this purpose; to take whatever actions are necessary in situations of emergency to perform the functions of the Department including emergency work assignments, personnel and procedures may be modified in any way necessary to meet the demands of the emergency. Emergency shall be defined as a circumstance or combination of circumstances beyond the control of the Employer which calls for immediate action and where it may be required to assign employees out of class regardless of seniority. After the emergency subsides, the Employer agrees to move without undue delay to call in or otherwise assign the appropriate employees and classifications.

Section 2.5. Construction. The Management's rights in this Article are not to be construed as being all-inclusive, but rather as an indication of the type of rights inherent to management.

ARTICLE 3 - PAST PRACTICE

Section 3.1. Past Practice. The parties agree that this Agreement incorporates their full and complete understanding, and that prior oral agreements or practices are superseded by the terms of this Agreement. The parties further agree that no such oral understanding or practices will be recognized in the future unless committed in writing and signed by the parties as supplement to this Agreement. However, in the event the parties disagree on whether something is or is not a past practice, they agree to meet and discuss.

ARTICLE 4 - UNION SECURITY

Section 4.1. Union Membership. Membership in the Union is not compulsory. All employees have the right to join, not join, maintain or drop their membership in the Union as they see fit. The Union recognizes, however, that it is required under this Agreement to represent all employees included within the collective bargaining unit without regard to whether the employee is a member of the Union.

Section 4.2. Deduction of Dues. During the term of this Agreement, the Board agrees to deduct from the wages of those employees who authorize it to do so in writing on a form supplied by the Board, reasonable monthly dues, uniformly applied, as Union dues or service charge for the duration of such authorization. Authorization for such dues deduction may be withdrawn by the employees at any time and will become effective at the beginning of the following month. The Union agrees to defend, indemnify, and save the Employer harmless against any and all claims, suits or other forms of liability arising out of its deductions from an employee's pay of Union dues or the representation fee, or reliance on any list, notice, certification or authorization furnished under this Article. The Union assumes full responsibility for the disposition of the deductions so made once they have been sent to the Union.

ARTICLE 5 - GRIEVANCE AND ARBITRATION PROCEDURE

Section 5.1. Grievances. The term "Grievance" as used in this Agreement is defined as an alleged violation of a specific term or condition of this Agreement. Any grievance filed shall refer to the

specific provision(s) alleged to have been violated and it shall adequately set forth the facts pertaining to the alleged violation and the remedy desired. All grievances shall be commenced within five (5) working days (excluding Saturdays, Sundays, and holidays) after the grievance has become known, or should reasonably have been known by the employee. Any grievance not conforming to these provisions shall be automatically defined as not constituting a valid grievance. If the Employer requests that the aggrieved employee be present at any step or steps of the grievance procedure to participate in the discussion, he/she will be required to do so. The Grievant shall have the right to be present at arbitration.

Section 5.2. Grievance Procedure. Should differences arise between the Employer and its employees as to the meaning and application of the provisions of this Agreement, an earnest effort shall be made to settle such differences as soon as possible in the following manner:

Step 1. The aggrieved employee and the employee's Steward, with permission of their immediate supervisor(s), which shall not be unduly withheld, shall discuss the complaint with the aggrieved employee's immediate supervisor (and one other non-union employee, if desired by supervisor), within five (5) working days following the happening or incident of the complaint. The supervisor shall give a verbal answer to the complaint within five (5) working days after the verbal discussion.

Step 2. If the verbal answer given in Step 1 does not settle the complaint, the complaint shall be reduced to writing and it shall be known as a grievance and referred to the Executive Director within ten (10) working days after receiving the Step 1 answer. The written grievance will include the following:

- A. A statement of the grievance and the facts upon which it is based;
- B. The employee(s) involved, and a suggested remedy; and
- C. The section or sections of this Agreement relied upon or claimed to have been violated. This does not prohibit the use of other sections of the Agreement in the Union's discussion of the grievance; however, such section(s) shall not be part of the written grievance.

A grievance submitted without the above-required information will be returned without action. A meeting will then be held, within thirty (30) days of the receipt of the grievance between the Executive Director and/or the Executive Director's designate(s) and the Union Grievance Committee, which may consist of the Steward, the Aggrieved Employee and Union President and/or the Union President's designate. The parties shall make every attempt to satisfactorily resolve the grievance at this meeting. The Executive Director shall answer the grievance in writing within five (5) working days after the meeting held in Step 2, unless extended by mutual agreement. The Executive Director's written answer shall contain the reasons for his or her decision.

Step 3. If the written answer given in Step 2 does not resolve the grievance, the grievance shall be referred to the Light and Power Board within ten (10) working days. A

meeting shall be held within thirty (30) days of the receipt of the request between a member or members, of the Light and Power Board, the Executive Director and/or the Executive Director's designate, and the Union Grievance Committee. The Board shall answer the grievance in writing within five (5) working days, after their next regular scheduled meeting. Their answer shall contain the reasons for their decision.

Step 4. Arbitration:

- A. If the grievance is not settled in Step 3, and within thirty (30) calendar days after the written Step 3 answer is received by the Union, the matter may be appealed to binding arbitration.
- B. At the request of either party, any grievance which is not resolved at Step 3 may be submitted to the Michigan Employment Relations Commission (MERC) for non-binding mediation. However, the time limits under the grievance procedure shall not be extended without mutual written consent while such mediation is pending.
- C. Should arbitration be initiated, the parties shall first attempt to agree upon an outside impartial person to conduct such arbitration, but in the event the parties are unable to agree, then the Union shall request a list of prospective arbitrators from MERC, which will be forwarded by MERC to each of the parties to this agreement. Once the selection of the Arbitrator has been accomplished, the parties shall then mutually agree to a hearing date and location in Grand Traverse County for the purpose of presenting testimony and evidence in support of their respective positions. The arbitrator shall then render his or her decision and award according to the following:
 1. The Arbitrator shall render his or her decision within thirty (30) days after the hearing according to evidence presented and oral argument or, if the parties reserve the right to submit written briefs, the arbitrator shall render his or her decision within forty-five (45) days after the submission of the briefs.
 2. The expenses of the Arbitrator shall be shared equally by the Employer and the Union. However if either party cancels the arbitration, that party shall be responsible for the full amount of any required fees relating to such cancelation. The grievant and Steward or Alternate Steward shall be allowed to attend the arbitration without loss of pay, except in the case of a class action, when only the Steward or Alternate Steward shall be allowed to attend without loss of pay. Each party shall make arrangements for and pay the expenses of witnesses which are called by them.
 3. The Arbitrator shall not have the power nor the authority to amend, modify or expand the terms and provisions of this Agreement either directly or indirectly in making his/her decision. The Arbitrator's powers shall be limited to the application and interpretation of this Agreement as written. The Arbitrator will at all the times be

governed wholly by the terms of this Agreement. It is the intent of the parties that arbitration shall be used during the life of this Agreement to resolve disputes which arise concerning the express provisions of this Agreement which reflect the only concessions which the Employer has yielded. The arbitration award shall not be retroactive earlier than 5 days prior to the date the grievance was first submitted in writing. The arbitration award shall be final and binding on the Employer, Union and employees. However, each party reserves the right to challenge arbitration or awards thereunder if the arbitrator has exceeded his/her jurisdiction or authority.

Section 5.3. Time Limits. The time limits established in the grievance procedure shall be adhered to by all parties, unless extended by written mutual agreement. If the Union fails to meet the established time limits, the grievance shall be considered settled in accordance with the Employer's last disposition. If the Employer fails to meet the established time limits, the grievance will automatically advance to the next step, excluding arbitration.

Section 5.4. Definition of Time Procedures. Saturdays, Sundays and holidays shall not be counted under the time procedures established in the grievance procedure.

Section 5.5. Strikes and Walkouts. It is the intent of the parties to this Agreement that the grievance procedure herein shall serve as a means for the peaceable settlement of all disputes that may arise between them concerning the terms of this Agreement. Recognizing this fact, the Union agrees that during the life of this Agreement, neither the Union, its agents, nor its members will authorize, instigate, aid or engage in work stoppage, slow-down or strike against the Employer. The Employer agrees that during the same period there will be no lockout. Any individual employee or group of employees who violates or disregards the prohibition of this section may be summarily discharged by the Employer without liability on the part of the Employer or Union.

Section 5.6. Election of Remedies. When remedies are available for any complaint and/or grievance of an employee through any administrative or statutory scheme or procedure, in addition to the grievance procedure provided under this Agreement, and the employee elects to utilize the statutory or administrative remedy, the Union and the affected employee shall not process the complaint through the grievance procedure provided for in this Agreement. If an employee elects to use the grievance procedure provided for in this Agreement and, subsequently, elects to utilize the statutory or administrative remedies, then the grievance shall be deemed to have been withdrawn and the grievance procedure provided for hereunder shall not be applicable and any relief granted shall be forfeited. This provision shall not be interpreted to prohibit an employee from availing themselves of remedies provided under the Michigan Worker's Compensation Act or bringing a charge with the Equal Employment Opportunity Commission while pursuing a grievance.

ARTICLE 6 - DISCIPLINE AND DISCHARGE

Section 6.1. Suspension. An employee may be temporarily suspended from service for disciplinary purposes where the cause is not sufficient to warrant demotion or dismissal. An employee may be

suspended without pay for such periods as are justified by his or her improper conduct except that no employee will be suspended for a period greater than thirty (30) days. At the time of suspension, the Executive Director or his/her designee must give the employee a written notice of suspension, including the reasons therefore, and send a copy to the President of the Local Union. Any suspension which would have the effect of making the total time during which the employee is suspended without pay in any 12 month period greater than 30 days will be deemed a dismissal.

Section 6.2. Demotion. Demotions, as a form of discipline, may be made when the employee does not give satisfactory service in the position he or she holds. At the time of demotion, the Executive Director or his/her designee must give the employee written notice of demotion, including the reasons therefore, and submit a copy to the President of the Local Union. A demotion may be appropriate when an employee does not warrant dismissal from the service, but gives evidence of being able to perform work in a lower classification.

Section 6.3. Dismissal and Discharge. Dismissals or discharges or separations made for misconduct, inefficiency, insubordination, or other just cause may be made at any time, but at the time of dismissal, the Executive Director must give the employee written notice, including the reason for the dismissal, and must submit a copy to the President of the Local Union. Summary dismissal without previous disciplinary action shall be used only in serious cases of employee misconduct.

Section 6.4. Cause for Disciplinary Action. Just causes for discharge, suspension or demotion in service for non-probationary employees are listed in the following subsections, although discharge, suspension or demotions may be made for other just causes. The appeal process on disciplinary action will be the same as the grievance procedure which was outlined in the previous Article:

- A. The employee has been convicted of a felony or a misdemeanor involving moral turpitude.
- B. The employee has violated any of the provisions of the merit system or of the regulations of this Agreement.
- C. The employee has violated any lawful official regulation or order or fails to obey any proper direction made and given by a superior.
- D. The employee has been in possession and/or under the influence of intoxicants or illegal drugs while on duty.
- E. The employee has been guilty of insubordination or disgraceful conduct on duty.
- F. The employee is offensive in his/her conduct or language in public towards the public, city officials, or employees on duty.

For minor offenses that do not warrant discharge, suspension or demotion, the progressive discipline process shall be followed. The union acknowledges that the Employer shall not be required to follow progressive discipline when offenses are deemed major.

ARTICLE 7 - DEFINITION OF EMPLOYEES

Section 7.1. Regular Full-Time Employees. Employees normally scheduled to work on a regular annual basis and who are listed as regular full-time employees in Appendix A, shall be considered as

regular full-time employees and shall be subject to all the terms of this Agreement.

Section 7.2. New Probationary Employees. New employees shall be on probationary status for the first 1040 hours worked on the job (“hours worked” shall be counted 1:1). New employee’s probationary period may be extended for an additional 1040 hours worked on the job provided the Executive Director gives advance notice of such extension and the reasons therein. Upon completion of the new employee’s probationary period, the employee shall be put on the seniority list and such seniority shall commence from the date of hire. New probationary employees are “at-will” and may be laid off or dismissed without recourse to the grievance procedure. The Union President will be given notice of the termination of a new probationary employee. On the first day of the month following the date of hire, the new employee shall become eligible for the fringe benefits as described in other sections of this Agreement, unless otherwise specified.

Section 7.3. Commercial Driver’s License. If required for the position, all appropriate Commercial Driver’s License (CDL) and endorsement(s) shall be obtained within the first 1040 hours worked on the job (probationary period) or the new hire will be immediately dismissed. The Employer will pay for initial testing, but the costs for repeat testing will be the responsibility of the employee. The Employer is not required to provide an extension of the initial 1040 hours worked on the job (probationary period) to the new hire to obtain a CDL and/or endorsement(s).

Section 7.4. Temporary/Seasonal Employees. Employees who are scheduled for temporary/seasonal employment (that is employment clearly understood to be of limited duration) shall be classified as temporary/seasonal employees and shall not be subject to the provisions of this Agreement. Appointment to temporary/seasonal positions may be for periods not to exceed 1040 hours worked, in any consecutive 12 month period, but may be extended with the Union’s consent. Employees hired as a result of temporary project-oriented State and/or Federal funded programs shall be considered temporary/seasonal employees. If, during the duration of a temporary/seasonal position, the position is changed from a temporary/seasonal to a regular status, appointment to fill the regular position will be made in conformity with the procedure for filling vacancies. All temporary/seasonal employees who become permanent employees shall have, as credit to their probationary period, only the time worked under regular status.

ARTICLE 8 - SENIORITY

Section 8.1. Seniority Definition. Seniority shall be defined as the length of the employee's service within the bargaining unit, prorated for regular part time employees, during their current period of employment with the Employer, reduced for unpaid leaves of absence (excluding FMLA and approved time off) and layoffs of 30 days or longer. Employees who are employed on the same date in the bargaining unit shall be placed on the seniority list by date and time of application. For purposes of vacation and longevity, the length of service shall be determined by the employee's last date of hire with the Employer.

Section 8.2. Seniority List. The Seniority List on the date of this Agreement shall show the names and classifications of all employees in the bargaining unit. The employer will keep the seniority list up-to-date and will furnish the Union an up-to-date list upon request.

Section 8.3. Loss of Seniority. An employee's seniority and employment with the Employer shall terminate for the following reasons:

- A. The employee quits or retires.
- B. The employee is discharged or terminated and the action is not reversed through the grievance procedure.
- C. The employee is absent for 3 working days without properly notifying the Employer. Supplying a satisfactory reason for such absence will be justification for reinstatement of full seniority. This section is not to be construed as limiting the right to issue discipline for any unjustified absence. Exceptions may be made due to circumstances beyond the control of the employee.
- D. The employee fails to return to work when recalled or at the specified date at the termination of any leave of absence, unless otherwise excused.
- E. The employee is on a layoff for more than 12 months, or on Workers' Compensation leave for more than 24 months, or unless otherwise required by statute.
- F. The employee is convicted or pleads guilty or no contest to a felony, or a misdemeanor which results in jail time.
- G. The employee makes an intentionally false statement on his/her employment application or other Employer document.
- H. If he/she has been on leave of absence including medical leave, for a period of 6 months or a period equal to the length of his/her seniority at the time such medical leave commenced, whichever is less; excluding FMLA job protected leave.

ARTICLE 9 - LAYOFF AND RECALL

Section 9.1. Layoff Order, Bumping and Notice:

- A. The word "layoff" means a reduction in the work force. Provided the remaining employees have the current ability, skill or qualifications (qualifications may be obtained in a reasonable period of time) as determined by the Employer to perform the work required; layoff of employees within a department shall be by classification in inverse bargaining unit seniority in the following order:
 - 1. Temporary employees.
 - 2. Volunteer senior employees.
 - 3. Probationary employees.
 - 4. Regular Part-Time employees.
 - 5. Regular Full-Time Employees.
- B. Upon being laid off from their department an employee who so requests shall, in lieu of layoff, be permitted to take a position in or below their grade within their department, provided the following ("bumping"):
 - 1. They have more seniority than the employee they are to replace and have the current ability, skill or qualifications (qualifications may be obtained in a

- reasonable period of time) as determined by the Employer.
2. If the position chosen is held by multiple employees in a department, the least senior employee shall be replaced. Employees who change classification in lieu of layoff shall be paid the salary in accordance with the classification in which they are placed and their years of service.
 3. The employee must be able to perform the required duties of the position. The employee shall be given up to a sixty (60) working day trial in which to learn demonstrate he/she can satisfactorily perform the required duties of the position. The Employer shall give the employee reasonable assistance to enable them to learn the new job. The time may be extended by mutual agreement between the Employer and the Union.
 4. When an employee bumps, he/she must accept all hours of the position being bumped into.
- C. In implementing the above mentioned displacement (“bumping”) procedures; the employee must also obtain any licensing, certification, or registration requirements for the position in question in a mutually agreed upon time frame unless such licensing, certification, or registration is a qualification under B. 1.
- D. Employees to be laid off for an indefinite period of time will have at least 10 working days’ notice of layoff except in unavoidable emergency situations. The Union shall receive a list from the Employer of the employees being laid off on or before the date the notices are issued to the employees.
- E. Employees eligible for and choosing to bump in lieu of layoff shall have a maximum of 5 working days to notify Human Resources of their decision and the position to which they are qualified to bump. It is the employees’ responsibility to confirm that they meet the qualifications for the position as defined in B.1 prior to the deadline. Employees not following the above defined process will not be eligible for bumping rights after the 5 day period and will be laid off.

Section 9.2. Temporary Reduction. In the event of a temporary reduction of the work force which shall not exceed 4 weeks, at any one time, it may be mutually agreed that the work week may be reduced to not less than 30 hours per week before any employees are laid off.

Section 9.3. Recall. A laid off seniority employee, if recalled to the job from which he/she was laid off, shall be required to take the recall. Failure to take such offered work shall result in loss of seniority and discharge.

- A. The order of recalling of laid off employees shall be in the inverse order in which the employees were laid off.
- B. Notices of recall shall be sent by certified or registered mail to the employee's last known home address as shown on the Employer's records and it shall be the obligation of the employee to provide the Employer with a current address and telephone number or additional information to guarantee receipt of notice of recall.

- C. A recalled employee shall give written notice of his/her intent to return to work within 5 consecutive calendar days of receipt of notice and shall then return within 10 calendar days of the employer's mailing of notification or recall or their employment shall be terminated, unless an extension is granted by the Employer.
- D. In the event a recall is necessary on less than 5 days' notice, the Employer may call upon the laid off employee(s), either personally or by telephone, until an employee who is able to return to work immediately is located. In such case, the employee able to return to work immediately will be given a temporary assignment not to exceed 10 working days, and the employee passed over (because of their inability to return to work immediately) will be given notice to report for work within the 10 day period in C., above.

ARTICLE 10 - VACANCIES, TEMPORARY TRANSFER AND PROMOTIONS

Section 10.1. Postings. For vacancies within the Bargaining Unit, an internal posting shall be made for 5 days in the Light and Power Department before posting in other City Departments or advertising for outside candidates. Emergency appointments for limited duration may be made until proper posting and selection procedures have taken place. Placement and/or advancement shall be left to the Employer's discretion and the Employer shall consider the employee's experience, work history, qualifications and seniority in filling vacancies. The Employer reserves the right to fill a vacancy from outside the bargaining unit, after the internal posting period.

Section 10.2. Promotions. The Light and Power Executive Director, in arriving at the decision to appoint or promote one of the qualified eligible employees to a vacant position, shall give due consideration to the relative qualifications of each candidate and shall make the appointment on the basis of Department seniority, qualifications, abilities and merit being relatively equal. Management shall have the final decision.

Section 10.3. Provisional Appointments:

- A. All promotions, filled vacancies and new hires shall be made for a probationary period of, 1040 hours worked on the job ("hours worked" shall be counted 1:1) during which time the employee's performance will be subject to close review as to competency to carry out the new assignments. The probationary period shall be regarded as an integral part of the selection process and shall be used for closely observing the employee's work for obtaining the most effective adjustment of the employee in their new position and for rejecting any employee whose performance does not meet the required standards.
- B. The Executive Director of Light & Power may extend the probationary period for an additional period, not to exceed 1040 hours worked on the job ("hours worked" shall be counted 1:1) when, in the Executive Director's opinion, regular status for the probationer is still in question. An employee serving a probationary period may be separated from the new position at any time with the right of appeal or hearing, provided the Executive Director submitted to the Union, a written report stating the reasons for such action, and, in the case of promotion, the employee is returned to the

position occupied prior to the probationary promotion, it being understood that the action of management cannot be arbitrary and capricious. Regular status will be given to any employee who satisfactorily completes 1040 hours worked on the job (“hours worked” shall be counted 1:1) or extended probationary period.

Section 10.4. Line Worker Apprentice Program. The Board and the Union agree that it is desirable to allow growth into the Line Worker promotional progression by current employees and that in order to accomplish a workable progression, the following principles will be observed:

- A. Any persons successfully bidding into the position of Line Worker Apprentice will be given training in Line Worker’s skills while in the Apprenticeship Program, subject to the employee entering into a separate apprenticeship reimbursement agreement with the employer.
- B. Line Worker Apprentices will be evaluated by the Executive Director or his/her designate on their ability to progress to Line Worker “A” per the Joint Apprenticeship & Training Program as referenced herein.
- C. Line Worker Apprentices will receive one of three evaluations: pass, fail, or probation extended.
- D. Failing Line Worker Apprentices must vacate the position of Line Worker Apprentice, and after 6 months may be disallowed from returning to their previous positions. The vacated position will then be posted.
- E. Upon the successful completion of the Apprenticeship Program, the receipt of a Journeyman Line Worker Card, an individual shall be promoted to the position of Line Worker “A”, final wage step.

Section 10.5. Metering Assistant Program. Persons in the Metering Assistant Program shall be required to serve 6,000 hours worked of on-the-job training.

- A. While on such training they shall be required to take such courses as to advance their knowledge in the metering field. Industry standard required courses shall be taken in order and must be successfully completed prior to taking the next course. Persons in the program shall be allowed to take only one course over in order to successfully complete it. Failing Metering Assistants must vacate the position of Metering Assistant, and after 6 months may be disallowed from returning to their previous positions. The vacated position will then be posted.
- B. After completion of the required courses, and the 6,000 hours worked of on-the-job training, the Metering Assistant shall advance to the position of Metering Technician (Range 5). After serving a minimum of 2,000 hours worked as a Metering Technician, an individual will then be qualified to bid for a Metering and Technical Services Lead position (Range 9).

Section 10.6. Selection Priorities. The consideration of applicants for selection shall be based on the following priorities:

- A. Re-employment of regular full-time employees separated from the Department

- through no fault of their own within the previous twelve (12) months.
- B. Regular full-time department employees at lower levels who are qualified for and desirous of the promotion.
 - C. Applicants who are properly qualified including employees in other City Departments and those not now or never having been regular full-time employees.

Section 10.7. Temporary Appointments. Regular full-time employees who are appointed to temporary positions, i.e., a position which is clearly understood to be of a limited duration, may be made for a period not to exceed 1040 hours worked on the job (“hours worked shall be counted 1:1) within any 12 month period and notice shall be given to the Union of such temporary appointments. The 1040 hours worked on the job may be extended upon mutual agreement between the Union and Management.

Section 10.8. Rate for Temporary Assignment. In any case where an eligible employee is qualified for and is temporarily required to serve in and accept the responsibility for work in a higher class or position, such employee shall receive the entrance rate of that class, or one step above the employee’s present rate, whichever is higher; this higher rate will apply immediately upon accepting these higher duties.

- A. An employee may be temporarily assigned to work in any position that the employee is qualified for of the same or lower class range without any change in pay.
- B. When an employee has been designated by the Executive Director to serve in a temporary non-union management role for any period of time a 5% increase in base wages (base wages does not include overtime or double-time) shall be made for that designated period of time.

ARTICLE 11 - SCHEDULE OF WORK

Section 11.1. Work Week and Workday. The regular working hours of employees working other than an afternoon or night shift and who are regularly scheduled, shall consist of not more than 8 hours in 9 consecutive hours beginning between 7:00 a.m. and 9:00 a.m. The beginning times may differ from department to department or from employee to employee within the same department, as determined by the supervisor. Summer hours, at the option of the Executive Director, shall be from 7:00 a.m. to 3:30 p.m., for the period from the first Monday after the first Sunday in April through Labor Day. The lunch period shall be determined under the authority of the individual department supervisor and may vary from department to department; the lunch period may be one-half hour between the 4th and 6th hours from the employee’s starting time. 40 hours shall constitute a normal work week for non-shift workers. Any hours other than these hours will be at overtime or call back rates.

Section 11.2. Shift work. Management at its discretion and upon 24 calendar days’ notice to the union will determine if a shift work schedule is warranted and determine hours and personnel necessary to perform it. Working schedules, unless otherwise mutually agreed upon, will provide

rotation of shifts so as to equalize, as nearly as possible, night shifts and Sunday work among such employees.

Section 11.3. Work Schedule for Electric System Operator Personnel. The regular working schedules for the Electric System Operator (ESO) shall be arranged and posted in advance, and shall provide for a work week of 40 hours. The specific regularly scheduled work hours may exceed 8 hours per day, but these hours will be compensated at straight-time rates, except in emergencies. This schedule shall not be rearranged on less than 24 hours' notice to the affected employee(s). Work schedules, unless otherwise mutually agreed upon, will provide rotation of shifts so as to equalize, as nearly as possible, 1st and 2nd shifts among such employees.

Section 11.4. Overlap (Relief) Operator. The rotating shift incorporates some overlap of personnel during the busiest hours of the week. The position of Overlapping Operator rotates to a different ESO schedule at the beginning of each week (Monday). Their regularly scheduled hours are 7:00 a.m. to 3:00 p.m. They are to fill the position of Relief Operator for that particular week.

Section 11.5. Subject to Call. Notwithstanding any prearranged or established schedule of an employee, any or all employees shall be subject to call and shall report for emergency work.

Section 11.6. Call Back Pay. A Call Back is a request to report to the workplace and commence work at a time other than the regular schedule. A Call Back is normally initiated by a supervisor, dispatch service or ESO in response to an emergency or unexpected situation.

- A. Any employee who is required to return to work during his/her normal off-time shall be compensated at a minimum of 2 hours of overtime pay (150% of regular pay) or overtime pay for actual hours worked beyond 2 hours, whichever is greater; and double-time pay (200% of regular pay) on Sundays and holidays with a 2 hour minimum, or actual hours worked, whichever is greater.
- B. Any employee who is called into work 1 hour or more prior to normal shift, shall receive 2 hours call back pay per (A) above. Anything under one hour shall receive OT for actual time worked.
- C. To qualify for Call Back pay the employee must have been called back to work. Under no circumstances shall an employee be paid additional Call Back pay during the 2 hours of a prior call back, even if the employee left work. Should an employee be called back during the 2 hours of his/her first call back the second call back shall be a continuation from the first call back for compensation purposes.
- D. Employees who are dispatched but do not report to work or to a job site shall receive overtime pay (150% of regular pay) and double-time pay (200% of regular pay) on Sundays and holidays for one hour, or actual time worked, whichever is greater.
- E. An employee called back to work at a time other than the regular schedule shall be provided travel time in the amount not to exceed 1 hour to be included within the minimum 2 hours at overtime pay (150%) or overtime pay for actual hours worked beyond 2 hours, whichever is greater; and double-time pay (200% of regular pay) on Sundays and holidays with a 2 hour minimum, or actual hours worked, whichever is greater. In no event shall an employee receive travel time if work continues into the

employee's normally scheduled work day.

Section 11.7. Standby. The following will be on standby status on a weekly basis to respond to after-hours trouble calls:

- A. 2 Line Workers, with only one (the most senior) called back depending on the circumstances;
- B. 1 Electric System Operator; and
- C. 1 Combustion Turbine (CT) employee.

Employees on standby status will be provided a company cell phone and mileage reimbursement per the Internal Revenue Service then current rate for business mileage should the employee be required to report to work. Standby compensation will be as follows:

Monday through Friday	1 hour pay per day
Saturday	2 hours pay per day
Sunday and Holidays	3 hours pay per day

Standby schedules shall be rotated and shared by all employees within the appropriate grades as deemed necessary by the department supervisor. The department supervisor shall be responsible for determining which employees shall be on standby.

Section 11.8. Overtime. For employees whose regular schedule is Monday through Friday, time worked outside the regularly scheduled working hours provided for in this Agreement shall be considered overtime work and shall be compensated for at the rate of time and one-half (150% of regular pay) after 8 hours per day worked and after forty 40 hours per work week; double-time rate (200% of regular pay) on Sundays and double-time rate (200% of regular pay) on holidays worked plus pay for the holiday on the holidays listed in this Agreement. Sunday drive travel time to attend a professional development opportunity will be paid at the rate of time and one-half (150% of regular pay) only, the double-time rate will not apply. Consecutive hours worked by an employee in excess of 16 hours shall be compensated at double-time rate (200% of regular pay). If an employee who has worked 16 hours within a 24 consecutive hour period is released, the Employer will attempt to give the employee 8 hours rest before requiring the employee to report to work; if not possible, the employee shall remain on double-time for the hours worked

- A. For those employees who perform shift work and whose regularly scheduled work week is the Monday through Friday shift, if a Saturday is worked beyond the regularly scheduled 40 hour work week, it shall be considered overtime and shall be compensated for at the rate of time and one-half (150% of regular pay); Sundays will be paid at the double-time rate (200% of regular pay). For those shifts that have off days other than Saturday and Sunday and whose work week is five (days), the first off day worked above the regularly scheduled 40 hours shall be considered overtime and shall be compensated for at the rate of time and one-half (150% of regular pay); the second off day worked will be paid at the double-time rate (200% of regular pay).
- B. The employee(s) designated as Overlap Operator(s) for the work week will be

required to fill the position of Relief Operator and their schedule shall be rearranged as necessary in order to ensure coverage for shift vacancy requests received at least 24 hours in advance.

- C. The appropriate remedy in cases where employees have been damaged through error in the application of the Call Back procedure shall be for the Employer to provide productive work under similar circumstances and pay in an amount equivalent to the overtime which had been lost. This work time provided cannot be used in lieu of calling back another employee, but must be established as additional overtime.

Section 11.9. Rest Period. An employee who has worked 16 or more hours within a 24 consecutive hour period shall, whenever possible, be released from duty for 8 continuous hours (rest period). If an employee who has worked 16 hours within a 24 consecutive hour period is released, the Employer will attempt to give the employee eight 8 hours rest before requiring the employee to report for work; if not possible, the employee shall remain on double time for the hours worked.

- A. If, within the eight 8 hour rest period, the employee's regular work hours are scheduled, the employee will be paid for the regular scheduled hours during this rest period at his/her regular straight-time hourly rate; if those hours overlap, the employee shall be paid double time only for the overlap hours.
- B. If a non-shift employee works 2 or more hours during the 8 hour period immediately preceding his/her regular daily work period and on the day in question, then such regular daily work period begins between 7:00 a.m. and 9:00 a.m., the employee will, whenever possible, be excused from work during such regular daily work period without loss of his/her straight-time pay for a period of time equal to the time worked during such 8 hour period. If the employee cannot be excused from work, he/she will be paid double time for all hours worked prior to his/her regular work period. If, in the judgment of the Employer, the employee cannot be gainfully employed during the portion of his/her regular daily work period remaining after the expiration of the 8 hour rest period, such employee may be excused from work for the remainder of his/her regular daily work period without loss of straight-time pay for those excused hours from work.

Section 11.10. Shift Premium. Employees engaged in continuous operation shall be entitled to shift differential pay at the rate of \$1.00 per hour for the second or afternoon shift, and one and \$1.50 per hour for the third or night shift. Any employee will receive shift differential when working on a shift schedule temporarily.

ARTICLE 12 - LEAVE OF ABSENCES

Section 12.1. Family Medical Leave Act. The Employer may exercise any of its rights under the Family and Medical Leave Act. Current leave time allowed under this Article shall not be reduced but is subject to the Employer's rights under the Family and Medical Leave Act as noted above.

Section 12.2. Personal Leave.

- A. The Executive Director may authorize special leave of absences with or without pay. Temporary leave may be granted to employees for their personal benefit where such leave will not obstruct or impair the work of the Department. An employee on any leave of absence without pay shall not, during such leave, earn any sick or annual leave benefits and the time period covering such leave will not be considered in computing step increases within a salary range.
- B. The Employer shall continue to pay the insurance premiums for life, health, dental and vision insurance for up to 6 months following the date that the employee takes an authorized leave of absence. Any employee who goes on an unpaid leave of absence shall pay their required share of hospitalization insurance premiums beginning the first of the month following the layoff or the beginning of the leave of absence. If the employee's payment is more than 30 days past due, the employee's coverage may be dropped for the duration of the leave.

Section 12.3. Personal Time. All full-time employees are entitled to 24 hours of personal time with pay per fiscal year. Personal time shall not be carried over from year to year.

- A. Use of personal time must be scheduled in advance with the Supervisor, or his/her designee. Any advance notice will be acceptable as long as it does not interfere with the work schedules, and does not cause the scheduling of another employee at overtime pay to fill in for the employee taking personal time.
- B. Personal time taken under this section may be taken in increments of 1 hour or greater at the employee's regular rate of pay.
- C. All employees hired as regular full-time employees, including new probationary employees prorated to the date of hire, are eligible for personal time.
- D. Upon separation of service, the employee will be cashed out any remaining unused personal time.

Section 12.4. Unauthorized Leaves. Any absence by an employee from duty, including any absence for a single day or part of a day, that is not authorized by a specific grant of leave of absence under the provisions of this Agreement will be deemed to be an unauthorized leave. Any such absence shall be without pay and may subject the employee to disciplinary action. In the absence of such disciplinary action, any employee who absents himself or herself for 3 consecutive working days or more without authorization shall be deemed to have resigned. At the Employer's sole discretion, such action may be reconciled by a subsequent grant of leave if the conditions warrant.

Section 12.5. Funeral Leave. Leave shall be granted in case of death of any of the following relatives:

- | | |
|---------|--|
| wife | son-in-law of current marriage |
| husband | daughter-in-law of current marriage |
| child | grandmother-in-law of current marriage |
| father | father-in-law of current marriage |
| mother | mother-in-law of current marriage |

sister	sister-in-law of current marriage
brother	brother-in-law of current marriage
grandfather	grandfather-in-law of current marriage
grandmother	stepfather of current marriage
grandchild	stepmother of current marriage
stepchild of current marriage	

- A. Such leave shall be granted from the date of death to the date immediately following the date of the funeral, not to exceed 3 working days, or up to 5 days, if the funeral is more than 300 miles from the Traverse City's limits or in cases of the death of a spouse or child or any relative (listed above) living within the household of an employee. The employee may be asked to provide verification (obituary, death certificate, etc.).

Section 12.6. Short Term Disability. Light and Power will provide Short Term Disability insurance coverage for each full-time employee for a disability not arising out of or in the course of employment, which shall provide, at a minimum:

- A. Up to 26 weeks of coverage per occurrence.
- B. Coverage which shall be effective upon the 1st day of an accidental injury and the 8th day of illness (physical disease, pregnancy, or medical disorder).
- C. A weekly benefit guarantee of 66 and 2/3% of the employee's gross wage.
- D. An employee on short-term disability leave shall continue to receive fringe benefits during such leave provided the employee continues to pay his/her portion of the fringe benefits.
- E. An employee receiving short-term disability insurance benefits shall be considered on a paid leave for purposes of accruing seniority and fringe benefits.

Section 12.7. Short Term Leave (STL). On December 1 of each year, each regular full-time employee shall receive 7 paid short-term leave days. Short-term leave may be taken in increments of 1/4 hour or greater, upon approval of the employee's supervisor, provided the employee requests this leave at least 24 hours prior. Where an employee requests short-term leave for an illness such notice is not required. Requests for short-term leave shall not be arbitrarily or unreasonably denied. Short-term leave may not be accumulated from year-to-year.

- A. New hires shall receive short-term leave benefits beginning the first of the month after the date of hire; and they will receive an initial pro-rata amount of short-term leave days based on the first full month after the date of hire based on their status. The short-term leave benefit period is from December 1 to November 30 of each year.
- B. Effective the first full pay period following December 1 of each year, each regular full-time and part-time employee shall receive payment for all unused short-term leave from the previous year, not to exceed 7 days, at the employee's regular rate of pay. Such payment shall be made separate from the employee's regular payroll check.
- C. In the event of separation from service (voluntary, in-voluntary, retirement), cash-out

of any remaining STL will be pro-rated based on date of separation.

Section 12.8. Sick Leave. Employees shall retain all sick leave accumulated through December 31, 1996. Accumulated sick leave may be used by the employee for a bonafide illness or injury only as follows:

- A. In lieu of Short Term Disability insurance coverage where the employee would otherwise qualify for benefits under the terms of the policy, or otherwise provided by the Employer.
- B. For all days, or portions thereof, not covered by the Short Term Disability insurance, provided the length of time lost, due to the illness or injury, would qualify the employee for benefits under the terms of the policy, or otherwise provided by the Employer.
- C. In the event a member of the employee's immediate family, living in the same household, is ill or injured and a doctor, licensed day care provider, or school official, has recommended that the employee remain at home during this illness or injury. The employee must provide the Employer written verification of this recommendation to be eligible to use accumulated sick leave for this purpose.
- D. Where the illness or injury arises out of, or in the course of, employment with the Employer; to provide the difference between the employee's regular pay (Base plus longevity), based on their normal 40 hour work week and the weekly benefit provided through Worker's Compensation Insurance; provided, however, only the amount of sick leave required to make up this difference shall be deducted from the employee's sick leave bank. Sick leave will not be deducted for the day of the injury.
- E. To provide the difference between the employee's regular pay, based on their normal 40 hour work week, and the weekly benefit as provided through the Short Term Disability Insurance, or otherwise provided by the Employer; provided, however, only the amount of sick leave required to make up this difference shall be deducted from the employee's sick leave bank.
- F. Upon an employee's death or retirement, the Employer shall pay the employee, or the employee's estate, for 50% of his/her accumulated sick leave. Such payment shall be at the employee's regular rate of pay at the time of death or retirement. Such payment shall not apply to days accumulated in excess of 120.
- G. An employee who has exhausted the paid leave available to him/her under the provisions of this Section shall be considered on a leave of absence without pay. An employee receiving sick leave benefits shall be considered on a paid leave for purposes of accruing seniority and fringe benefits.

Section 12.9. Worker's Compensation Benefits. All employees shall be covered by the applicable Worker's Compensation Law.

- A. If any employee is disabled in the course of and arising out of their employment and as such is deemed eligible for worker's compensation benefits such employee shall be paid his/her rate of pay from the date of injury to which time worker's compensation wage benefit begins, but not to exceed one (1) calendar week. Under

the Worker's Compensation Act no compensation is paid for an injury that does not last for at least one (1) calendar week. If the disability lasts beyond one (1) calendar week, the worker is entitled to benefits as of the eighth (8th) calendar day after the injury. If a disability continues for two (2) calendar weeks or longer the worker is entitled to be paid compensation for the first (1st) calendar week of disability. If this occurs, the employee shall immediately pay back the appropriate sum received to the Employer.

- B. Employees shall be allowed salary payments which, with this worker's compensation wage benefit, will equal their regular wage. Wage payments used to supplement worker's compensation wage benefits shall be deducted from the employee's accrued sick leave (if applicable), short-term leave bank, personal leave days, or accrued vacation bank. If the employee's banks are exhausted, the employee shall receive compensation payments only in accordance with worker's compensation law. Regular full-time employees receiving worker's compensation benefits shall not be subject to loss of seniority while on such leave. An employee on worker's compensation leave shall continue to receive fringe benefits through the first six (6) months while on such leave provided the employee continues to pay their portion of the fringe benefits.
- C. Nothing in this Section prevents the Employer from returning an employee to work.

Section 12.10. Military Leave. Military leave shall be granted in accordance with applicable State and Federal laws.

- A. Any Employee who is drafted into the active service of the Armed Forces of the United States or in the United States National Guard or Reserve or enlists for the minimum tour of duty or is required to remain in service due to national emergency shall receive a leave of absence for the period of such duty and seniority shall continue. An employee returning from military service shall be re-employed within the bargaining unit in accordance with the applicable Federal and State Statutes and shall be entitled to any other benefits set forth in this Agreement, provided he or she satisfies the eligibility requirements established under this Agreement.
- B. A full-time employee with reserve status in the Armed Forces of the United States or membership in the National Guard who is called to participate in training sessions shall be permitted leave for this purpose according to Federal and State law. The employee shall furnish to the Board, in writing, a statement of the Government Pay received for this service during this period. If such Government Pay, less any expenses, does not equal the employee's normal pay, the employee shall be paid the difference by the Board for a period not to exceed two (2) calendar weeks or (ten (10) work days) in any one (1) calendar year.
- C. Any additional time which an employee may be required to serve or to attend military meetings shall not be compensated by the Board, except for conditions stated in paragraph (a) above. If the employee's Government Pay equals or exceeds his or her normal take home pay, there shall be no payment of salary by the Board for such time.

Section 12.11. Recognized Holidays. The holidays to be observed by the employees covered by this Agreement are:

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

- A. For non-shift workers, when these holidays fall on a Sunday, the following Monday shall be considered the holiday; and when these holidays fall on a Saturday, the preceding Friday shall be considered the holiday. The days on which the above holidays are celebrated shall be the same as those observed by the U.S. Government, where applicable.
- B. Non-shift workers shall observe these holidays with time off at regular pay.
- C. When a holiday falls on a day that an employee is off on vacation or sick leave, the employee is paid holiday pay and the vacation or sick leave pay is reserved for future use.
- D. Holiday pay will not be allowed an employee who does not work when the employee is scheduled to work and fails to report without good reason, or when the employee is absent without permission on the last day before or the first day after the holiday, (i.e., regularly scheduled work days).
- E. An employee shall be allowed to take his or her birthday (or a day in lieu of birthday approved by the Supervisor) off of work with regular pay. If the employee's birthday falls on a holiday or regular scheduled off-day, the employee may take one other day off with pay upon prior approval of the employee's Supervisor. Requests for birthday leave, whether on the actual day of the birthday or on another day in lieu of the actual date of the birthday shall be requested in the same manner as requests for vacation leave. This benefit is eligible to all employees hired as regular full-time employees, effective at date of hire.

Section 12.12. Vacation Leave. Requests for any type of leave shall be made on the prescribed form, and shall be made far enough in advance to permit prior approval, if possible. However, leave may be granted where an employee is unable, by reason of illness, incapacity, or other factors, to file application for leave in time for proper processing.

- A. The Employer will provide leave balances on the employee's payroll check stub and the vacation and sick time availability reports issued each pay period. For vacations of four (4) days or longer, employees shall be required to submit his/her requests for vacation at least five (5) working days in advance of his/her requested leave. In cases where the vacation request is less than four (4) days, vacation time may only be taken in 1 hour increments or more at the discretion of the Supervisor.
- B. Supervisors shall schedule vacation leave for employees with particular regard to seniority of those employees, and to maintain efficient and effective operations. Vacation leave requests shall be processed by the appropriate supervisor within seven (7) calendar days from the time of submission of the vacation leave request.

Section 12.13. Vacation Benefit. Vacation is based on anniversary year and each regular full-time employee of the Board in this bargaining unit shall be allowed annual leave, with pay, in the following manner:

- A. Five (5) work days after one (1) year of continuous service, or five-twelfths (5/12) days per month within the first year.
- B. Ten (10) work days after two (2) years of continuous service or ten-twelfths (10/12ths) days per month for each month after first year.
- C. Fifteen (15) work days after seven (7) years of continuous service or fifteen-twelfths (15/12ths) days per month for each month after six (6) years of continuous service.
- D. Twenty (20) work days after sixteen (16) years of continuous service or twenty-twelfths (20/12ths) days per month for each month after fifteen (15) years of continuous service.
- E. Twenty-five (25) work days after twenty-two (22) years of continuous service or twenty-five-twelfths (25/12ths) days per month for each month after twenty-one (21) years of continuous service.

Regular full-time employees shall be eligible to begin using accumulated leave on the first month following their date of hire based on the accrual rate identified above. Vacation days accruing to an employee in excess of twenty (20) as of July 1 shall be used by the employee prior to the following October 31 or be lost with no compensation to the employee. Upon separation from service, employees will be entitled to compensation for any unused portion of accumulated leave except separation for retirement, at which time the employee will be entitled to reimbursement for a maximum of ten (10) days accumulation. If an employee transfers out of the Bargaining Unit, accumulated vacation leave shall be retained as a benefit of the new position.

Section 12.14. Return from Leaves of Absence:

- A. Health Related: Employees shall be returned to employment following an Employer approved medical leave of absence which shall be for a maximum of six (6) months. Employees shall be returned to their original position held prior to the approved medical leave of absence.
- B. Non-Health Related Leaves of Absence: Employees off on a leave of absence must return to work on a prearranged date. When an employee is reinstated to his/her previous position or job classification, he/she shall receive a rate of pay not less than his/her previous position. Employees who return from a non-health related leave of absence will be placed into their previous position if vacant. If a vacancy does not exist then the employee shall be placed in the next available vacant and open position to which the employee's seniority and qualifications entitle them. The regular bidding process will be bypassed. This placement will not be subject to the grievance procedure. If an opening is unavailable on the date upon which the employee is due back he/she will have rights to any open positions for which he/she qualifies for the following 3 month period. Should the employee be unable to secure an open position within the three month period of their leave end date, they will lose seniority rights.
- C. Employees absent on a pre-approved unpaid leave of absence lasting less than two weeks will be placed into their position upon successful return.

- D. The Employer may require a physical and/or psychological exam by a physician or psychologist, at the Employer's expense, to determine the employee's ability to perform his/her regular duties if the Employer has a reasonable basis to question the ability. The employee may obtain a second opinion, at the employee's expense, and in the event that there is a dispute between the Employer's physician and employee's physician, both of these physicians shall select a third physician whose decision shall be final and binding on the parties. The expense of the third physician's opinion shall be split 50/50 by the Employer and the employee, if not covered by the employee's insurance.

ARTICLE 13 - LONGEVITY

Section 13.1. Longevity Benefits. This Article was deleted in its entirety as it is no longer applicable to active or future employees.

ARTICLE 14 - HEALTH, DENTAL, VISION AND LIFE INSURANCE

Section 14.1. Health Care Coverage. The Board will make available for all eligible employees who elect to participate, a group insurance program covering certain hospitalization-surgical medical expenses, including coverage for eligible dependents. The insurance program will be on a voluntary basis for eligible employees. The insurance program includes a major medical benefit and a prescription drug benefit. The employee shall contribute each month through payroll deduction toward the required monthly cost of the hospitalization program.

- A. New employees shall be entitled to hospitalization insurance the first of the month following date-of-hire. The Board shall also pay for tetanus and booster shots according to schedules and dosages recommended by medical authorities for all employees desiring tetanus inoculation.
- B. Upon a regular employee's retirement (as defined under the terms set forth under the Municipal Employees Retirement System (MERS) if said employee retires directly from his employment with TCL&P under the aforementioned MERS system, the Board agrees to pay the premium for the retiree's hospital-medical-surgical insurance coverage for the retiree only. For a reduced benefit pension as calculated by MERS, the Board will reduce the retiree health payment by the same percentage. The retiree may elect to pay the premium for dependent coverage. Upon the retiree's eligibility for Medicare coverage, the retiree shall notify the Employer of such. The Board shall then pay only the premium for the retiree's supplemental coverage. The retiree may elect to pay the premium for spousal supplemental coverage. Supplemental coverage will only be offered to the retiree and spouse of retiree at the time of retirement from the Employer.
- C. Effective July 1, 2017, for all new hires who become eligible for a pension benefit, the Board will pay the retiree's hospital-medical-surgical insurance coverage until the retiree is Medicare eligible; at which point this obligation for the Board will terminate. For a reduced benefit pension as calculated by MERS, the Board will reduce the retiree health payment by the same percentage until Medicare eligible.

- D. Any employee who is laid off or who goes on an unpaid leave of absence shall pay his/her required share of hospitalization insurance premiums beginning the first of the month following the layoff or the beginning of the leave of absence.

Section 14.2. Health, Medical and Surgical Insurance Cost:

The Board shall be responsible for eighty percent (80%) of the monthly cost, with employees responsible for twenty percent (20%) of the monthly cost. The employee's share shall be payroll deducted on a monthly basis.

- A. If the Board, for subsequent plan years commencing 2018, implements, in its discretion and pursuant to 2011 PA 152, either a hard cap election or employee contributions necessary to meet the requirement that the Employer pay no more than 80% of the total annual costs of all of the medical benefit plans election, bargaining unit employees will be required to make contributions under the election made by the Board.
- B. For coverage under a High Deductible Health Plan (HDHP) with a Health Savings Account (HSA), the cost of the plan deductible will be paid by the Employer into an eligible employee's individual health savings accounts on an annual basis. New hires and/or employees who increase coverage level from single to double/family after July 1 shall receive a pro-rata payment into their health savings account beginning with the first full month of insurance eligibility or coverage change through the end of the plan year. Employee shall be responsible for the remainder of the deductible.
- C. The Board agrees to compensate employees who have other health insurance coverage, two thousand four hundred dollars (\$2,400) per year pro-rated at two hundred dollars (\$200) per month for opting out of the Employer's health insurance coverage. Opt-out compensation will be payable at the end of the health insurance year for eligible employees. For those employees who separate service, opt-out compensation for those months not covered by health insurance while employed will be included in the employees final paycheck. Eligible employees will be required to sign a Payment In Lieu of Insurance Waiver and Release form annually.
 - 1. An employee must provide proof of insurance coverage under a qualified group plan for the employee and eligible dependents as defined or required by the Affordable Care Act or implementing regulations and complete all forms or certifications required by the Employer and under the Affordable Care Act, or subsequent regulations, for eligibility for such payments. It is agreed by the Parties that an employee will not be eligible for payment in lieu of health insurance if such payment would violate the Affordable Care Act or implementing regulations, or cause the Employer to be subject to penalty or fine.
 - 2. Should insurance coverage through the secondary source terminate for any reason, the employee should notify the Human Resources within 30 days and re-enroll in the Employer's health insurance program. Failure to timely notify the Employer may result in the ability to re-enroll being limited to the open-enrollment period.

Section 14.3. Health Care Savings Program. The Board agrees to provide a Health Care Savings Program to allow employees to save for retiree medical expenses with pre-tax dollars. The Board agrees to match a maximum of one percent (1%) of an employee's gross salary provided an employee contributes a minimum of one percent (1%) of an employee's gross salary to the Program. Employee's contribution, once selected, is irrevocable.

Section 14.4. Dental Insurance. TCL&P provides dental insurance to employees of the collective Bargaining unit, to the employee's spouse and their dependent children to the end of the calendar year in which they turn 19 and dependent unmarried children who are eligible to be claimed as an IRS dependent. The coverage shall, at a minimum, be equivalent to the coverage level in effect as of January 1, 2017. TCL&P pays 100% of the insurance premium.

Section 14.5. Vision Insurance. TCL&P provides vision insurance to employees of the collective Bargaining unit, to the employee's spouse and their dependent children to the end of the calendar year in which they turn 19 and dependent unmarried children who are eligible to be claimed as an IRS dependent. The coverage shall, at a minimum, be equivalent to the coverage level in effect as of January 1, 2017. TCL&P pays 100% of the insurance premium.

Section 14.6. Life Insurance. Fifty thousand dollar (\$50,000) term life insurance policy per eligible employee with a double indemnity provision for accidental death. Employer shall pay the premium up to the time employee retires or terminates employment.

Section 14.7. Insurance Committee. There shall be an Insurance Committee consisting of members from all City Departments (at the City's option), to include Union representation from Light & Power. This Committee shall periodically examine the Employer's insurance programs including, but not limited to, alternate providers, benefit levels and premiums.

Section 14.8. Alternative Coverage. The Board retains the right to review alternative coverage and to implement such programs provided that the carrier is licensed to do business in the State of Michigan, that it provides equivalent or greater benefits and coverage, and is recognized and accepted by the Insurance Community.

Section 14.9. Change in Status. It shall be the responsibility of the employee to report changes in status to TCL&P Human Resources within (30) days of such change. Such changes in status include: birth, adoption or death of a family member, marriage of a dependent, divorce, or election of coverage under a spouse's policy of hospitalization.

ARTICLE 15 - PENSION AND LONG TERM DISABILITY INSURANCE

Section 15.1. Pension Benefit. Permanent full-time employees in the Bargaining Unit shall be included in the retirement plan. Currently, this program is under State legislation, 1945 Michigan Public Act 135, as amended, the Municipal Employees Retirement Act (MCLA 38.601, *et seq*; MSA 5.4001, *et seq*. provisions of the statute) and need not be included here.

- A. The Board shall provide the following pension plan or its equivalent for employees hired prior to July 1, 2012:
 - 1. The B-3 program (including overtime earnings)
 - 2. The F50/25 Early Retirement Benefit
 - 3. E-2
 - 4. V-6
- B. Effective July 1, 2012 newly hired employees shall have the following pension plan benefit:
 - 1. The C-1 New 1.5 program (base wage only)
 - 2. The F55/25 Early Retirement Benefit
 - 3. E-2
 - 4. V-6
- C. All contributions to the pension plan shall be made by the Light and Power Board.

Section 15.2. Long Term Disability Insurance. Light and Power Board shall pay the cost of providing Long Term Disability Insurance coverage to all regular full-time employees. The benefit schedule will provide:

- A. Sixty percent (60%) of basic monthly earnings to a maximum benefit amount of four thousand dollars (\$4,000).
- B. Qualifying period for benefits: (six) 6 months.

ARTICLE 16 - MISCELLANEOUS

Section 16.1. Citizenship and Residency Requirements. All employees shall be citizens of the United States and shall maintain a permanent and bona fide residence within reasonable distance of the City, not to exceed a twenty (20) mile radius as measured from the nearest City limit.

Section 16.2. Captions. The captions used in this Agreement are for identification only and are not a substantive part of this Agreement.

Section 16.3. Safety, Tools and Equipment. Where the Board requires uniforms or special work clothes, it shall supply them. The Board will provide necessary safety equipment and tools, and all employees using such equipment and tools shall be charged with the proper care of them. Clothing, tools and other equipment will be assigned, and will be replaced if worn out or accidentally damaged. If such equipment is damaged or lost through employee carelessness, or from accident not connected with employment with the Board, the employee shall replace such equipment. An employee's failure to properly use safety tools and equipment and to observe recognized safety procedures will be cause for disciplinary action.

- A. The Board shall purchase and replace when necessary, at its cost, gloves to be used by members of the bargaining unit.
- B. At the beginning of the term of this Agreement, and yearly in July thereafter, all employees (excluding Electric System Operators) will receive two hundred dollars (\$200) added to his/her regular paycheck (pre-tax) as a clothing/boot allowance to be

used for the purchase of work clothing (including cold weather gear) and work boots (including safety shoes/boots).

Section 16.4. Supervisors Working. Supervisors shall perform no work which is the usual responsibility of employees covered by this Agreement, except where emergencies may require or where the performance of such work is for the purpose of training or demonstration.

Section 16.5. Work In Inclement Weather. The Employer will not require employees to work outdoors during inclement weather except in the case of emergency. Inclement weather shall be determined under the authority of the individual department Supervisor's and may vary from department to department.

Section 16.6. Personnel Review. A service rating system may be introduced for the purpose of having supervisors and department heads periodically appraise the services of his/her subordinates, using a prescribed form for this purpose. The service ratings may be used by department heads and the Executive Director as a basis for more effective personnel control. The quality of service rendered by the employee in the past, will, in any case, receive due consideration in such personnel transactions as promotions, transfers, demotions, terminations, and salary adjustments. Service ratings, where used, shall be reviewed by the employee but such ratings may not be seen by unauthorized persons. In case of dispute, the employee may ask for a review of the ratings by the department head before the rating becomes final with the Union being permitted to represent such employee at such a review.

Section 16.7. Termination of Employment. An employee voluntarily resigning his/her position shall provide a minimum two (2) weeks' notice, and shall be required to work those two weeks. Failure to provide required notice shall disqualify said employee from any accrued short-term leave cash out available under the applicable section of this Agreement. Resignations should be in writing to the Light and Power Executive Director. This notice requirement may be waived by the Executive Director in circumstances beyond the employee's control necessitate a shorter notice period. An employee retiring shall provide 1 months' notice in writing to the Executive Director. Failure to provide such notice shall disqualify said employee from any accrued sick leave or short-term leave cash outs available under applicable sections of this Agreement. This notice requirement may be waived by the Executive Director in circumstances beyond the employee's control necessitate a shorter notice period.

Section 16.8. Classifications and Wage Rates. The job titles of the employees covered by this Agreement and the wage rates to be paid for such classifications, effective July 1 of each year, are set forth in a separate schedule - Appendix A - and are part of this Agreement by reference.

Section 16.9. Waiver Clause. 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 that right and opportunity, are set forth in this Agreement.

A. It is the intent of the parties hereto that the provisions of this Agreement, which

supersede all prior agreements and understandings, oral or written, express or implied, between such parties shall govern their entire relationship and shall be the sole source of any and all rights or claims asserted hereunder or otherwise. The provisions of this Agreement can be amended, supplemented, rescinded or otherwise altered only by mutual agreement in writing hereafter signed by the parties hereto.

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

Section 16.10. Savings Clause. If any Article or Section of this Agreement or any addendum thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be reinstated by such tribunal the remainder of the Agreement and addendums shall not be affected thereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such Article or Section.

Section 16.11. Meals Allowance. When an employee is required to report to work 2 hours or more preceding his or her regular starting time and continues work into his or her regular shift, he or she will be furnished a meal allowance at the Board's expense that will be paid to the employee as an addition to the next payroll.

- A. When an employee is required to work beyond his or her scheduled quitting time or is called back into work within one hour after the scheduled quitting time, and works for 2 hours or more, he or she will be furnished a meal allowance in the amount of \$20 per meal allowance; and thereafter every six (6) hours.
- B. Employees who are given less than 12 hours advance notice to report to work on a regularly scheduled off day and who work for 6 hours or more will be furnished a meal allowance in the amount of \$20 per meal allowance; and thereafter every six (6) hours.
- C. When such a meal is furnished by the Board, a meal allowance will not be permitted.

Section 16.12. College Education Incentives. Light and Power will reimburse up to one hundred percent (100%) of the cost of tuition for the attendance and education or training courses which are directly related to any company job description subject to the following:

- A. Prior approval by the employee's Supervisor on the course(s) for the employee.
- B. Submission of proof of advance payment (50% reimbursement).
- C. Submission of proof of course completion with a passing grade (2.0 grade point) (50% reimbursement).
- D. All education and training under this section of the Bargaining Unit Agreement shall be obtained during the employee's off-duty time.
- E. The Employer will not reimburse for courses related to graduate level college

courses.

- F. The employee must remain employed by the Employer for a period of 12 calendar months following completion of the course, or courses, or will be required to pay back the tuition reimbursement. An employee terminated as a result of Employer action may not be required to pay back the tuition payment at the Executive Director's discretion.

Section 16.13. Continuous Service. Authorized paid vacation leave, authorized paid sick leave (including STL) or authorized paid leave of absence, shall not be deemed to interrupt continuous service for purposes of entitlement to fringe benefits. However, receipt of vacation or sick leave or any other authorized paid leave in connection with the receipt of worker's compensation benefits shall not prevent the interruption of continuous service for purposes of receipt of fringe benefits.

Section 16.14. Non-Discrimination. The Parties agree not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight, marital status, genetic makeup, or sexual orientation.

Section 16.15. Interpretation. This Agreement shall be governed by the laws of the State of Michigan, both as to interpretation and performance. This Agreement was drafted at the joint direction of the Parties.

Section 16.17. Gender. The masculine or feminine pronoun, wherever used in this Agreement shall include the masculine or feminine pronoun, singular, and plural, unless the context clearly otherwise requires.

Section 16.18. Employee Assistance Program. The Employer recognizes the benefits derived from an Employee Assistance Program and will, as long as possible continue to provide the existing program to all of its employees.

Section 16.19. Asbestos. The Code of Federal Regulations, Part 29 (OSHA) and (1910.93(a)(j)(1) MIOSHA require the Employer to provide or make available, to each employee who could have been exposed to airborne concentrations of asbestos fibers an annual medical examination. The Employer intends to comply with this requirement and will afford to L&P Employees hired before July 1986, an annual examination in compliance with the regulations.

Section 16.20. Jury or Witness Service. Employees shall be granted a leave of absence with pay when they are required to report for jury duty or are subpoenaed as a witness for an Employer related matter subject to the following provisions:

- A. A copy of the official "Court Notice" and must be submitted within 2 working days of receipt by the employee, if possible.
- B. The employee may opt to keep the Court's compensation for said service or remit same to the Employer, less any mileage or expense allowances, and thereby qualify for the straight-time hourly rate benefit herein.
- C. The Employer's payment is limited to a maximum of eight (8) hours to an employee scheduled to work on the date(s) jury service is required. The employee must report

- for work immediately following jury service.
- D. The Employer may require “proof of service” rendered from the Court. Employees responding to a subpoena arising directly from his/her employment with Light and Power shall be entitled to the same benefits as though they were on jury duty.
 - E. An employee shall return to regularly scheduled employment with the Employer when temporarily excused from attendance at court, provided that there is at least 2 hours remaining of scheduled work if reporting to a state court and at least 4 hours remaining of scheduled work if reporting to a Federal court.

Section 16.21. Successor Clause. This Agreement shall be binding upon the parties hereto and his/her successors and assigns. The Employer promises to adopt any resolutions or amendments to its Bylaws or Articles of Incorporation necessary and sufficient to give legal and binding effect to the provisions of this paragraph. In consideration of the Employer’s execution of this Agreement, the Union agrees that the Employer shall not be a guarantor and, provided that the Employer has fulfilled its obligations hereunder, promises not to hold the Employer liable for any breach by a successor, assignee, purchaser, acquirer or other transferee of the obligations assumed by it or required to be assumed by it hereunder, but to look exclusively to such successor, assignee, purchaser, acquirer or other transferee for compliance with the terms of the Agreement.

Section 16.22. Commercial Driver’s License (CDL). The Employer shall reimburse the employee one hundred percent (100%) of the cost of a physical examination and licensing required to secure and maintain a CDL endorsement as required by the Employer.

Section 16.23. Alcohol and Drug Testing Program. The Board and Union have negotiated an Alcohol and Drug Testing Program as defined in the “Alcohol and Drug Testing Policy” initially adopted by the Board on April 21, 1993, and as amended, the conditions of which shall be binding upon both management and the employees.

Section 16.24. Deferred Compensation. An employee may elect, at his/her option, to participate in any deferred compensation retirement programs authorized by the Board and administered by the City or the Employer. The Board will pay incidental, out-of-pocket administrative costs of the program and reserves the right to set administrative restrictions for enrollment and participation. If an employee contributes one and one half percent (1.5%) of gross pay to the program, the Board will contribute six percent (6%) of the employee’s gross pay to the program. If an employee’s contribution is less than one and one half percent (1.5%), the Board will not make a contribution to this program. The Board’s contribution will be calculated on the employee’s gross pay (including longevity, overtime, regular hours, sick and/or vacation hours). Cash-outs (upon separation, retirement, or annually) of sick, short-term leave, vacation or separation pay are excluded from the Board’s Deferred Compensation Program. Employer/employee contributions will be made each pay period. For employees hired on or after 7/1/2012, the Employer will contribute an additional 4% per year to the employee’s 457 Deferred Compensation Plan starting on July 1, 2017.

Section 16.25. Premium Pay for Storm Work Assistance. With respect to work performed by employees that assist other utilities in recovering from severe storm weather conditions, time for all such work shall be paid at the rate of time and one-half (150% of regular pay) for such work performed during the first twelve (12) hours and double-time (200% of regular pay) for such work

performed beyond the first twelve (12) hours and double-time (200% of regular pay) on a Saturday or a Sunday. Time already worked during the workday shall count toward the first twelve (12) hours of storm work assistance. Employees shall only be compensated under this section for drive time to/from the assisted area and for work performed while on site. No other section of this Agreement may be considered with regard to compensation for storm work assistance.

Section 16.26. No Duplication or Pyramiding. There shall be no duplicating or pyramiding of overtime hours or pay under any Section of this Agreement. This prohibition on duplication or pyramiding shall be interpreted to mean that to the extent that hours are compensated for at an overtime pay rate or premium rate under one provision of the Agreement, such hours shall not be counted as hours worked in determining overtime pay rates under the same provision or any other provisions of this Agreement.

Section 16.27. Light Duty. The Employer shall monitor all short term disability and worker's compensation claims, and in situations where there is light duty work available, employees may be returned to work and perform light duty as assigned and commensurate with the appropriate rate of pay within the discretion of the Employer.

Section 16.28. Volunteering. Employees will be eligible for up to two days of straight time pay per year for volunteer activities within the community subject to pre-approval prior to taking the time to volunteer by management.

Section 16.29. Emergency Manager. To the extent required by MCL 423.215(7), an Emergency Financial Manager appointed under the Local Government and School District Financial Accountability Act (being MCL 141.1541, et seq) may reject, modify, or terminate provisions of this collective bargaining agreement as provided in the Local Government and School District Financial Accountability Act.

ARTICLE 17 - DURATION OF AGREEMENT

Section 17.1. Duration and Term. This Agreement shall remain in full force and effect from July 1, 2017 to and including June 30, 2020. Notwithstanding any Agreement language to the contrary, the agreement to arbitrate under Article 5 shall become effective upon the execution of this collective bargaining agreement by both parties and shall not be given any retroactive application. No grievances filed after the expiration of the predecessor labor contract and before the execution of this Agreement may be arbitrated.

*Signature Page Follows:

This Agreement was negotiated by the following listed representatives:

LOCAL 295

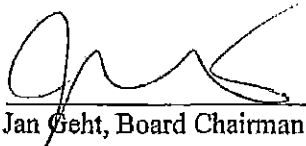
Robert Hipp
Daniel Hess
Doug Izard
Corey Schichtel
Tom Cairns
James Gennett

LIGHT AND POWER


Timothy Arends
Kelli Schroeder
Karla Myers-Beman
Matt Nordfjord


IN WITNESS WHEREOF, the parties hereto have, by their representatives duly authorized in the premises, executed this Agreement.

City of Traverse City
Light and Power Board

BY 
Jan Geht, Board Chairman

Utility Workers of America
AFL-CIO and its LOCAL NO. 295

BY 
James Gennett, National Representative
Region IV

BY 
Robert Hipp, President Local 295

APPROVED AS TO SUBSTANCE:

BY 
Timothy Arends, Executive Director

APPROVED AS TO FORM
FOR CITY OF TRAVERSE CITY LIGHT AND POWER
COHL, STOKER & TOSKEY, P.C.
SPECIAL LABOR COUNSEL:

By: 
Mattis D. Nordfjord

APPENDIX A

WAGE AND COMPENSATION PLAN

Section 1. Pay Ranges, Classifications and Steps. There is hereby established the following schedule of pay ranges for the various classes of positions in the service of the Board. Each range consists of six (6) steps to be designated Steps A, B, C, D, E, and F. The minimum rate of compensation for each class of positions shall be Step A of the range to which it has been assigned, and the maximum rate for each shall be Step F of the range to which it has been assigned. All Classifications have six (6) steps. The class titles herein used are those prescribed by the Executive Director and may be modified with approval of the Union.

<u>RANGE NUMBER</u>	<u>CLASSIFICATION</u>
Range 1	Meter Reader
Range 2	<i>None</i>
Range 3	Metering Assistant Field Assistant Traffic Signal Technician
Range 4	<i>None</i>
Range 4.A.	Line Worker Apprentice
Range 5	Metering Technician Sr. Traffic Signal Technician
Range 6	Power Technician Head Storekeeper
Range 7	Operation & Maintenance Worker
Range 8	Sr. Maintenance Worker Fiber Technician & Thermography Specialist Electric System Operator
Range 9	Metering and Technical Services Lead Operation & Maintenance Lead
Range 10	Line Worker A
Range 11	Line Worker In-Charge

Section 2. Steps In The Salary Ranges. Upon the original appointment of an employee hereafter employed by the Board, he or she shall receive the minimum rate of pay prescribed by this resolution of the class of positions to which he or she is appointed unless the Executive Director shall determine that the best interests of the Board require that the appointment be made and compensation be fixed at one of the rates above the minimum but within the salary range designated.

Increase in the compensation of employees heretofore and hereafter employed to the several steps provided in this resolution within the appropriate range shall be granted after employment for the following period of time in each respective step except that no increase shall be granted an employee until satisfactorily completing his or her probationary period and he or she has been certified for regular employment:

Step A	(Minimum)	Six (6) Months
Step B		Six (6) Months
Step C		Six (6) Months
Step D		One (1) Year
Step E		One (1) Year
Step F	(Maximum)	

Section 3. Promotion From One Range To Another. When an employee is promoted to a higher position in the same department, or whose position is reclassified to a higher range, he or she shall be placed in a step in the new range which affords him or her a higher rate of pay and his or her anniversary date shall remain the same; except that if he or she is at the maximum step or if the minimum step of the new range provides him or her with an increase of more than one step, his or her anniversary date shall be changed to the date of such promotion or reclassification.

Section 3a. Appointment From One Range To Another. When an employee is laterally or down-bidding to a position, that employee shall be placed in step A in the new position, and his or her anniversary date shall remain the same. In lieu of placement in step A, the Executive Director of Light and Power must authorize the step and hourly rate.

Section 4. Wage Scale.

The following wage scale shall commence on the 1st day of the pay period that falls closest to July 1, 2017:

HOURLY WAGE

<u>RANGE</u>	<u>STEP A</u>	<u>STEP B</u>	<u>STEP C</u>	<u>STEP D</u>	<u>STEP E</u>	<u>STEP F</u>
1	\$15.78	\$16.78	\$17.79	\$18.81	\$19.80	\$20.83
2	\$16.73	\$17.76	\$18.86	\$19.94	\$20.98	\$22.03
3	\$16.92	\$18.01	\$19.14	\$20.27	\$21.37	\$22.52
4	\$18.57	\$19.79	\$21.00	\$22.17	\$23.40	\$24.58
5	\$25.96	\$26.61	\$27.25	\$27.83	\$28.60	\$29.00
6	\$26.36	\$26.97	\$27.57	\$28.28	\$29.07	\$29.59
7	\$27.17	\$27.75	\$28.35	\$29.15	\$30.05	\$30.60
8	\$27.45	\$28.08	\$28.74	\$29.70	\$30.70	\$31.28
9	\$30.78	\$31.31	\$31.93	\$32.71	\$33.61	\$34.17
10	\$31.08	\$31.62	\$32.24	\$33.03	\$33.94	\$34.50
11	\$33.00	\$33.64	\$34.32	\$35.34	\$36.38	\$36.98

<u>RANGE</u>	<u>0-1k Hours</u>	<u>1-2k Hours</u>	<u>2-3k Hours</u>	<u>3-4k Hours</u>	<u>4-5k Hours</u>	<u>5-6k Hours</u>	<u>6-7k Hours</u>
4A	\$20.50	\$22.21	\$23.92	\$25.62	\$27.33	\$29.04	\$30.75

The following wage scale shall commence on the 1st day of the pay period that falls closest to July 1, 2018:

HOURLY WAGE

<u>RANGE</u>	<u>STEP A</u>	<u>STEP B</u>	<u>STEP C</u>	<u>STEP D</u>	<u>STEP E</u>	<u>STEP F</u>
1	\$16.17	\$17.20	\$18.24	\$19.28	\$20.30	\$21.35
2	\$17.15	\$18.21	\$19.33	\$20.44	\$21.51	\$22.58
3	\$17.34	\$18.46	\$19.62	\$20.78	\$21.90	\$23.08
4	\$19.03	\$20.29	\$21.53	\$22.73	\$23.98	\$25.19
5	\$26.61	\$27.27	\$27.94	\$28.53	\$29.32	\$29.73
6	\$27.01	\$27.65	\$28.26	\$28.99	\$29.80	\$30.33
7	\$27.85	\$28.44	\$29.06	\$29.88	\$30.80	\$31.37
8	\$28.14	\$28.78	\$29.46	\$30.44	\$31.47	\$32.06
9	\$31.55	\$32.09	\$32.73	\$33.53	\$34.45	\$35.02
10	\$31.85	\$32.41	\$33.04	\$33.86	\$34.79	\$35.36
11	\$33.82	\$34.48	\$35.18	\$36.23	\$37.29	\$37.90

<u>RANGE</u>	<u>0-1k Hours</u>	<u>1-2k Hours</u>	<u>2-3k Hours</u>	<u>3-4k Hours</u>	<u>4-5k Hours</u>	<u>5-6k Hours</u>	<u>6-7k Hours</u>
4A	\$21.01	\$22.76	\$24.51	\$26.26	\$28.02	\$29.77	\$31.52

The following wage scale shall commence on the 1st day of the pay period that falls closest to July 1, 2019:

HOURLY WAGE

<u>RANGE</u>	<u>STEP A</u>	<u>STEP B</u>	<u>STEP C</u>	<u>STEP D</u>	<u>STEP E</u>	<u>STEP F</u>
1	\$16.57	\$17.63	\$18.69	\$19.76	\$20.80	\$21.88
2	\$17.57	\$18.66	\$19.81	\$20.95	\$22.04	\$23.14
3	\$17.77	\$18.93	\$20.11	\$21.30	\$22.45	\$23.66
4	\$19.51	\$20.79	\$22.07	\$23.30	\$24.58	\$25.82
5	\$27.27	\$27.95	\$28.63	\$29.24	\$30.05	\$30.47
6	\$27.69	\$28.34	\$28.96	\$29.71	\$30.55	\$31.08
7	\$28.55	\$29.15	\$29.79	\$30.62	\$31.57	\$32.15
8	\$28.84	\$29.50	\$30.19	\$31.20	\$32.26	\$32.86
9	\$32.34	\$32.90	\$33.54	\$34.37	\$35.31	\$35.89
10	\$32.65	\$33.22	\$33.87	\$34.70	\$35.66	\$36.24
11	\$34.67	\$35.35	\$36.05	\$37.13	\$38.22	\$38.85

<u>RANGE</u>	<u>0-1k Hours</u>	<u>1-2k Hours</u>	<u>2-3k Hours</u>	<u>3-4k Hours</u>	<u>4-5k Hours</u>	<u>5-6k Hours</u>	<u>6-7k Hours</u>
4A	\$21.54	\$23.33	\$25.12	\$26.92	\$28.72	\$30.51	\$32.31

Section 5. Cost of Living Allowance. No Cost of Living Allowance will be paid during the term of this Agreement.

Section 6. Mandatory Meetings. Those shift employees scheduled to work their regular shift will be paid time and one-half (150% of regular pay) for the hours extending their eight (8) hour shift. Those shift employees who begin their shift early to attend the mandatory meetings will be paid time and one-half (150% of regular pay) for the hours extending their eight (8) hour shift. Those shift employees on midnight shift, or their days off, will be paid a call back according to the Bargaining Unit Agreement. Any employee with a valid reason, such as sick or pre-scheduled vacation, may be excused and a letter of instruction explaining the new equipment or policy change will be provided.

INDEX

A		Funeral Leave	21
AGREEMENT	5		
Alcohol and Drug Testing Program	34	G	
Alternative Coverage	29	Gender	33
APPENDIX A	37	Grievance Procedure	8
Appointment From One Range To Another	38	Grievances	7
Asbestos	33		
		H	
B		Health Care Coverage	27
Bargaining Team	5	Health Care Savings Program	29
		Health, Medical and Surgical Insurance Cost	28
C			
Call Back Pay	18	I	
Captions	30	Insurance Committee	29
Cause for Disciplinary Action	11	Inter-local Agreements	6
Change in Status	29	Interpretation	33
Citizenship and Residency Requirements	30		
Classifications and Wage Rates	31	J	
Collective Bargaining Unit	5	Jury or Witness Service	33
College Education Incentives	32		
Commercial Driver's License	12	L	
Construction	7	Layoff Order, Bumping and Notice	13
Continuous Service	33	Life Insurance	29
Contracting and Subcontracting	6	Light Duty	35
Cost of Living Allowance	41	Line Worker Apprentice Program	16
		Long Term Disability Insurance	30
D		Longevity Benefits	27
Deduction of Dues	7	Loss of Seniority	13
Deferred Compensation	34		
Definition of Time Procedures	10	M	
Demotion	11	Mandatory Meetings	41
Dental Insurance	29	Meals Allowance	32
Dismissal and Discharge	11	Metering Assistant Program	16
Duplication or Pyramiding	35	Military Leave	24
Duration and Term	35		
		N	
E		New Probationary Employees	12
Election of Remedies	10	Non-Discrimination	33
Emergency Manager	35		
Employee Assistance Program	33	O	
Employer's Rights	6	Overlap (Relief) Operator	18
Executive Director	6	Overtime	19
F			
Family Medical Leave Act	20		

P		Standby	19
Past Practice	7	Steps In The Salary Ranges	38
Pay Ranges, Classifications and Steps	37	Strikes and Walkouts	10
Pension Benefit	29	Subject to Call	18
Personal Leave	21	Successor Clause	34
Personal Time	21	Supervisors Working	31
Personnel Review	31	Suspension	10
Postings	15	T	
Premium Pay for Storm Work Assistance	34	Temporary Appointments	17
Promotion From One Range To Another	38	Temporary Reduction	14
Promotions	15	Temporary/Seasonal Employees	12
Provisional Appointments	15	Termination of Employment	31
R		Time Limits	10
Rate for Temporary Assignment	17	U	
Recall	14	Unauthorized Leaves	21
Recognized Holidays	25	Union Membership	7
Regular Full-Time Employees	11	V	
Rest Period	20	Vacation Benefit	26
Return from Leaves of Absence	26	Vacation Leave	25
S		Vision Insurance	29
Safety, Tools and Equipment	30	Volunteering	35
Savings Clause	32	W	
Selection Priorities	16	Wage Scale	39
Seniority Definition	12	Waiver Clause	31
Seniority List	12	Work In Inclement Weather	31
Shift Premium	20	Work Schedule for Electric System Operator	18
Shift work	17	Work Week and Workday	17
Short Term Disability	22	Worker's Compensation Benefits	23
Short Term Leave (STL)	22		
Sick Leave	23		