

BETWEEN

CITY OF WYANDOTTE, MICHIGAN

**DEPARTMENT OF
MUNICIPAL SERVICE**

AND

**INTERNATIONAL BROTHERHOOD
OF ELECTRICAL WORKERS**

**AFL-CIO
LOCAL #17**

January 1, 2025 - December 31, 2027

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AGREEMENT

Agreement made and entered into December 4, 2024 between the BOARD OF COMMISSIONERS, Department of Municipal Service, City of Wyandotte, Michigan, who may be referred to hereinafter as the "COMMISSION", and its employees, represented by LOCAL UNION NO. 17, of the INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, AFFILIATED with the AMERICAN FEDERATION OF LABOR, and CONGRESS OF INDUSTRIAL ORGANIZATIONS, who may be referred to hereinafter as the "EMPLOYEE", "EMPLOYEES", or "UNION".

WITNESSETH: That for the purpose of facilitating the peaceful adjustment of differences that may arise from time to time and to promote harmony and efficiency to the end that the Commission, the Union and the general public may mutually benefit, the parties do hereby agree with each other as follows to wit:

The parties hereto agree that this Agreement covers all employees within the classifications listed in Exhibit "A" hereof, and it is recognized that IBEW Local 17 is the union and exclusive bargaining agent of all of the employees covered herein.

It is understood and agreed that no member of the Union shall be discriminated against because of his/her activities in matters affecting the Union.

Unisex Language: In all cases that the masculine gender is used or implied with such terms as his, him, maintenance man, etc., that reference is intended to incorporate both male and female employees of the Department.

ARTICLE 1: NEGOTIATIONS

SEC. 1 The Commission and the Union agree to negotiate and deal with each other, through the duly accredited officers and committees representing the parties hereto exclusively, for all employees of the Commission covered hereunder on matters relating to hours, wages, and other conditions of employment.

It is understood and agreed that the employees will be represented by not more than five (5) employees of the Commission and the Union Business Manager and/or the Business Representatives - as may be required, in all matters requiring negotiations with the Commission. Only one (1) employee shall be selected from each Department, thereby providing representation from each of the five (5) Departments of the Commission.

SEC. 2 It is agreed that the duly authorized representative of the Union shall have access to the Commission's properties where employees covered by this Agreement are

employed. However, the employee's performance of their regular duties is not to be unnecessarily interfered with, and when visiting a department, said representative shall report his/her presence to the management of the department.

SEC. 3 It is expressly understood and agreed that the services to be performed by the employees covered by this Agreement pertain to and are essential to the operation of a public utility and to the welfare of the public dependent thereon, and in consideration thereof, and of the agreements and conditions herein, to be kept and performed by the Commission, the Union agrees that under no conditions, and in no event whatsoever, will the employees covered by this Agreement, be called upon or permitted to cease or abstain from the continuous performance of the duties pertaining to the positions held by them with the Commission, in accordance with the terms of this Agreement, and the Commission agrees on its part to do nothing to provoke an interruption of or to prevent such continuity of performance of employees, insofar as such performance is required in the normal and usual operation of the Municipal properties.

SEC. 4 Should a contingency arise where an employee and/or employees, covered by this Agreement, ceases work of his/her or their own volition, the Union hereby agrees to provide the Commission with proper and adequate service to enable the Commission to continue operation of its properties without interruption or other injurious effect, and in the event of failure of the Union to do so, the Commission may, so long as such failure shall continue, secure and use the services of others than those covered by this Agreement.

SEC. 5 The Commission agrees to provide for payroll deductions of duly authorized membership dues by employees authorizing such deductions, including such general assessments as may be a part thereof levied by the Union. Any authorization may be revoked at any time by the employee sending a notice to the Paymaster of the Commission by registered mail, return receipt requested. The Paymaster will promptly notify the Union of any such revocation by sending a copy of the revocation.

SEC. 6 The Union shall furnish the Commission a list of members subject to dues deductions and amounts of such dues deductions at the beginning of this Agreement and shall furnish the Commission written documentation of subsequent changes in members subject to dues deduction and/or the amounts of dues deductions throughout the term of this Agreement.

SEC. 7 All employees shall be paid by direct deposit by DMS.

SEC. 8 The Commission will provide the Union with notice of new hires but shall not be responsible for paying dues, fines or fees payable by the Commission and shall not, without receipt of a voluntary check off authorization or a written deduction agreement from the concerned new hires, make deductions for dues, fees or fines from an employee's pay. The

Commission notification may at City discretion be electronic and will be made simultaneous with date of hire.

ARTICLE 2: COMMISSION FUNCTIONS

SEC. 1 The Commission shall have the right to exercise customary and regular functions of management, including the right to hire, suspend, discharge, discipline, promote, demote, or transfer employees for just cause. However, the right of the Union to bring a grievance alleging abuse of these rights is recognized.

SEC. 2 The right to hire, suspend or discharge employees with less than twelve (12) months of employment shall be vested in the Commission.

SEC. 3 The Commission may designate one (1) Service Technician as the Lead Service Technician based on WMS' assessment who it deems most qualified. The Lead Service Technician's base hourly pay rate shall be \$1.00 per hour more than the One Year base hourly pay rate for CATV Group 2 Service Technician. The Lead Service Technician shall be the focal point for field-related questions from CATV Service Technicians and shall have a separate job description.

ARTICLE 3 GRIEVANCES AND ARBITRATION

SEC. 1 Should differences arise between the Commission and its employees as to the meaning and application of the provision 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 his/her steward shall discuss the complaint with supervisor(s) within five (5) days (excluding Saturdays, Sundays and Holidays) following the happening or incident of the complaint. The supervisor(s) shall answer the complaint within forty-eight (48) hours after the discussion (excluding Saturdays, Sundays and Holidays).

STEP 2 If the verbal answer given at the previous step is unsatisfactory, the complaint shall be reduced to writing, signed by the aggrieved employee and steward, and it shall be known as a "grievance." The written grievance shall include the following:

- (A) A statement of the grievance and the facts upon which it is based.
- (B) The remedy or correction requested.
- (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.

A meeting will then be held, within thirty (30) days of the receipt of the grievance, between the General Manager/designee(s) and the Union Grievance Committee, which may consist of the Steward, the Aggrieved Employee and Business Manager/designee. The General Manager shall answer the grievance in writing within five (5) days (excluding Saturdays, Sundays and Holidays). The General Manager's written answer shall contain the reasons for his/her decision.

STEP 3 In the event the dispute shall not have been satisfactorily settled within thirty (30) days after the written 2nd step answer is received by the Union, the matter may then be appealed to Arbitration as follows:

Within thirty (30) days after the written 2nd step answer is received by the Union, the party desiring arbitration must notify the other party in writing of its desire to arbitrate, and it shall submit the matter to the American Arbitration Association for selection of an arbitrator under the voluntary labor arbitration rules of said Association. The decision of the Arbitrator shall be final and binding upon the Commission, the Union, and all employees concerned. The expenses and fees incident to the services of the impartial Arbitrator shall be shared equally by the Commission and the Union. The Commission shall bear the expense incident to its representatives and witnesses. The Union shall bear the expense incident to its representatives and witnesses. The arbitrator shall not have authority to alter in any way the terms and conditions of this Agreement or to rule on any item not covered hereunder.

SEC. 2 In dealing with any grievance or appeal by either the Commission or the Union in any step of the grievance procedure, if the grievance or appeal is not taken to the next step within five (5) days (excluding Saturdays, Sundays and Holidays) the matter will be considered as having been finally disposed of in the preceding step to the satisfaction of all concerned.

SEC. 3 The Commission shall be under no obligation to accept or consider further any grievance or complaint which has not been processed and reduced to writing as provided in Step 2 of the grievance procedure on or before twenty (20) days (excluding Saturdays, Sundays and Holidays) following the happening or incident giving rise to the alleged grievance. A grievance concerning discharge shall start at Step 2 of the grievance procedure but such grievance shall be submitted no later than five (5) days (excluding Saturdays, Sundays and Holidays) after the time of discharge.

SEC. 4 Should the General Manager, the Commissioners or their representatives fail to comply with the time limits outlined in the grievance procedure the Union shall be awarded the grievance. However, this does not prohibit an extension on time limits if mutually agreed by both parties for just cause.

SEC. 5 In the matter of suspension, demotion or discharge, if after hearing witnesses, the charges are not sustained, the employee shall have his/her record cleared of such charges, and in case of loss of wages, shall receive reimbursement for such loss. No discipline by suspension shall be administered to any member of the Union which will permanently impair his/her seniority rights.

SEC. 6 An aggrieved employee who wins a monetary award will be reimbursed no later than the 2nd pay after the award, provided the General Manager is informed in writing by the Union of the acceptance of the award.

SEC. 7 A grievance meeting at any step that is canceled by either party shall be rescheduled before five (5) days (excluding Saturdays, Sundays and Holidays) beginning the day after the canceled meeting. If a meeting is canceled, a confirming letter shall be submitted by the canceling party to verify the cancellation. If either party fails to conform to the constraints of this provision, it shall be considered resolved for the party that did not cancel the meeting.

ARTICLE 4 GENERAL RULES

SEC. 1 Following this Agreement are general rules covering all employees within the classifications listed in Exhibit "A" hereof and it is agreed that if any employee or classification is omitted in Exhibit "A" upon the signing of this Agreement, the parties shall meet and settle same.

SEC. 2 All employees covered hereby are to receive full-time employment, provided they are ready and in condition to perform their work in accordance with the terms and conditions of this Agreement. This paragraph is not to be interpreted as meaning the Commission does not have the right to lay off employees in case of reduction of forces and it is mutually understood that employees may be laid off; in accordance with seniority rules contained hereinafter receiving ten (10) days' notice.

SEC. 3 Five working days, falling in sequence, shall constitute a work week for all employees covered by this Agreement. Eight hours consecutive except for time-out for lunch, shall constitute a regular day's work and forty (40) hours of five (5) days, beginning Monday morning and terminating Friday evening, shall constitute a regular week's work, except as provided otherwise in this Agreement.

SEC. 4 The starting time for regular daytime workers shall be 8:00 A.M. at headquarters and the quitting time for regular daytime workers shall be 5:00 P.M. at headquarters (Headquarters meaning established reporting place) except where the needs of the Commission cause different schedules to be placed in effect. A lunch break from headquarters of one (1) hour (unless reduced by mutual agreement between the

Commission and the Union) shall be allowed beginning at 12:00 noon and ending at 1:00 P.M. The lunch hour may be advanced or set back by one (1) hour. Changes in the schedule of working hours or lunch breaks shall require at least twenty-four (24) hours advance notice unless the Commission and the Union agree on shorter advance notice in individual cases. Lunch breaks for persons working in the field (Electric/Water/Cable) will be taken at field sites and shall be fifteen (15) minutes paid lunch with work hours being 8:00 a.m. to 4:00 p.m. It is agreed that the Commission will consider employee requests for permanent or temporary changes in working schedules and/or lunch schedules for the employee's convenience.

SEC. 5 The working schedules for regular shift workers shall remain as in effect, unless mutually agreed between the Commission and the Union. Five (5) working days shall constitute a work week, eight (8) hours except for an unpaid time out for lunch shall constitute a workday. On regularly scheduled Saturdays the employees will be compensated at the rate of nine (9) hours of pay for eight (8) hours worked. On regularly scheduled holidays the time and a half (1 1/2) premium will apply.

SEC. 6 A workday or off day is the twenty-four (24) hour period beginning at 0000 hours and ending at 2400 hours. Electric Department workdays run from 0800 to 0759.

SEC. 7 An employee will be paid a shift premium of ninety (90 cents) cents per hour in addition to his/her base rate on a scheduled shift starting between 1:00 PM and 9:00 PM and a shift premium of ninety (90) cents per hour in addition to his/her base rate on a scheduled shift starting between 9:00 PM and 5:00 AM.

SEC. 8 When it becomes necessary that an employee work more than regular work hours without at least eight (8) hours advance notice and such work interferes with regular mealtime in that the employee is not temporarily released from the job in order to eat when meals are due, the Commission will provide a meal by:

- (A) Bringing a meal to the job, or
- (B) Transporting the employee to an eating place and purchasing a reasonable meal for him/her, or
- (C) Paying a cash allowance of \$15.00. The parties understand and agree that the regulations of the Internal Revenue Service (IRS) regarding this meal benefit must be complied with. When a meal is brought to the job, the time taken out for eating will not be paid unless it is fifteen (15) minutes or less. If employees are transported to an eating place, the driving time will be paid but the time taken out for eating will not be paid unless one-half hour or less is taken. Meals will first become due two (2) hours after the end of the regularly scheduled shift and every five (5) hours thereafter. If employees are called out without eight (8) hours' notice, outside of,

and not continuous with, scheduled work hours, meals will become due every five (5) hours. When an employee is notified in advance on the previous shift that he/she is being scheduled for a twelve (12) hour shift, the employee shall provide his/her own meal. It is agreed that the Commission may make reasonable variations in the time meals are due when meals are furnished or when an employee is transported to an eating place, as the needs of the Commission require.

SEC. 9 Pay days for employees shall be not later than Wednesday of every 2nd week. When a pay day falls on a Commission observed holiday, the employees shall receive their pay on the preceding day.

SEC. 10 The Commission will not require Linemen covered by this Agreement to work out-of-doors during inclement weather except in case of emergency, to preserve life, property, service, to restore service, or to provide essential services. Non-linemen employees covered by this Agreement will not be required to work out-of-doors during physically severe, including lightning, weather. The Commission will supply inclement weather protection and foot protection for non-physically severe weather.

SEC. 11 An employee who reports for work on that employee's regularly scheduled workday and who is not provided with work for that day, through no fault of the employee, will be paid for that employee's regularly scheduled hours.

SEC. 12 The Commission shall furnish all necessary work-related safety equipment for the protection of the employees covered hereby. They shall be accessible to the employees at all times, and the employees on their part shall use reasonable means for the preservation of such safety devices and shall comply with safety rules and practices.

Overshoes or galoshes will be furnished the Meter Readers, subject to limitations for misuse or negligence.

The Commission shall provide for uniforms for the Day workers in the Power House Department.

The Commission will provide one (1) pair per employee per year of coveralls for the Water Department maintenance men.

The Commission will provide each lineman with two (2) pairs of hot boots per year.

The Commission will provide two (2) trousers and two (2) shirts per employee, per year for employees of the Water Department shown under Group 1 and Group 3 in Article 30. No laundry service will be provided.

The Commission will provide three (3) pairs of wash and wear shirts and pants for CATV Maintenance and Service Technicians. Employees must wear their uniform when working and not wear their uniform otherwise. Employees shall be responsible for laundry and to turn in uniforms when terminating employment.

The Commission will rent and launder uniforms at Commission expense for Power House Operators. Operators must wear uniforms every day.

The Commission will provide two (2) pair of lineman gloves per year to each journeyman and apprentice lineman. Old gloves are to be turned in before new ones are issued. Whenever the Commission provides uniforms or safety equipment, it is required that the previously issued clothing or equipment be returned before a new issue shall be made.

The Commission will pay the Secretary of State imposed license fee for CDL-A renewal for those persons required to have a CDL-A. For example, in September 2009 that fee, which includes a chauffeur's license, was \$60.00. The Commission will also pay for drug screens at Commission designated providers as required by State and Federal law.

The Commission will provide for one (1) pair of sunglasses for each lineman and apprentice linemen per year with the following restrictions: (1) the Commission will designate the provider; (2) the Commission will pay up to \$35.00 for the frames; (3) for all subsequent sunglasses, the Commission will pay for lenses only.

SEC. 13 The Commission agrees to furnish necessary tools to all employees subject to the usual tool check requirements provided by industry today. Tool sets of small and regularly used items, with toolbox and padlock, will be issued to Power Plant maintenance employees with a check-off list and for which each employee must sign. Employees are expected to use and maintain such tools properly. Broken or damaged tools can be turned in for free replacement by the Commission. Tools replaced due to loss, misuse or neglect will be replaced by the Commission at the employee's expense by payroll deduction. Failure to perform a job assignment because of a lack of such tools is cause for disciplinary action. Toolboxes are subject to inspection and inventory by management. The Commission accepts that an employee can accidentally drop a tool which is irretrievable; such tools will be replaced at Commission expense. Frequent losses of this nature will cause replacement at the employee's expense. An employee may appeal the penalty for loss if circumstances warrant, but not if the entire issue is lost.

SEC. 14 A formal safety program will be provided for the employees under the direction of the General Manager of the Department of Municipal Service.

- (a) Employees requiring work-related medical attention and requesting same of management will be provided that attention. Disputes as to necessity of medical

care will be resolved by the examining medical professional who will decide whether the necessity was emergent.

- (b) An employee that claims that management is requiring that employee to work in a situation which is "abnormally dangerous" beyond the normal dangers inherent in the job, shall have the right to have the next level of management review the job task prior to proceeding with that task. The steward shall be notified at the same time as management. It shall be the obligation of the employee seeking review to show by objective evidence that actual working conditions exist which, in the circumstances, might reasonably be considered "abnormally dangerous". The burden of proving the existence of specific abnormally dangerous conditions shall be the obligation of the asserting employee and the employee's subjective state of mind shall not be considered relevant.

SEC. 15 Supervisory employees shall not be permitted to perform work on any hourly-rated job except (1) in emergencies, when regular employees are not immediately available; (2) in the instruction of employees; (3) in training employees; (4) in developing or testing work procedures and/or systems.

SEC. 16 Each employee covered by this Agreement, whether on or off the active payroll, shall keep the Accounting Department currently advised of his/her correct mailing address and telephone number.

The Commission shall be entitled to rely on the last address and telephone number furnished to it by an employee and it shall have no responsibility to the employee for his/her failure to receive notice which arises from his/her not following the above procedure.

SEC. 17 When an employee works sixteen (16) consecutive hours or more in a twenty-four (24) hour period, the employee may request an eight (8) hour unpaid rest period with no penalty, discipline or prejudice. An employee will not be required to work more than sixteen (16) consecutive hours in a twenty-four (24) hour period.

SEC. 18 Upon written request from an employee to his/her Supervisor, letters of warning that are one (1) year old may be removed from the employee's personnel file unless renewed cause for substantially the same reason is given whereupon it shall be one (1) year from the last offense. The circumstances which caused the letter to be initially written must be corrected to the satisfaction of the employee's Supervisor. If the employee who requests removal of letters of warning from that employee's file is refused, management will provide the employee and the Union with a written reason for such refusal. Discipline letters (excluding agreement letters) which are five (5) years old will be removed from an employee's file upon written employee request.

SEC. 19 Trading of shifts or off days is acceptable as long as permission is granted by the Supervisor.

SEC. 20 Employees must notify their immediate supervisor if their license or certification has been lost, restricted, suspended, revoked, or diminished in any way. Employees must provide this notification in writing as soon as possible after any adverse action is taken against their license or certification, but no later than seven (7) calendar days. The licenses and certifications referenced in this section include, but are not limited to, any and all licenses and certifications related to their employment at WMS. Specifically, these include, but are not limited to, driver's licenses, commercial driver's licenses (CDL), and water distribution and filtration certifications (F and S certifications). After receiving the notification from the employee, the Employer will inform the Union of the issue and the employer's intended course of action.

ARTICLE 5: OVERTIME

SEC. 1 All hours worked by employees outside of regular shift hours will be paid at a premium rate as follows: First four (4) hours after, or before, regular shift, time and one half except as provided in Section 2.

SEC. 2

- (A) Consecutive hours worked by an employee in excess of twelve (12) shall be paid at double times the employee's hourly rate.
- (B) For the purpose of this section hours worked before and after a break of two (2) hours or less away from work shall be added together and considered as consecutive hours worked. The time not worked up to two (2) hours will not be paid time and will only be used to determine overtime rates.
- (C) Management, with notification to the Union, may elect to keep persons working when no work exists in that person's classification by assigning such person work in different classifications or make work without reduction in hourly pay rate. Employees working in the classification effected by this action will not be displaced when temporary job assignments are added to their work group. However, the right of the Union to bring a grievance alleging abuse of this subsection is recognized.

SEC. 3 Employees shall not be required to take time off during their regular working day or forty (40) hour work week for any such overtime worked.

SEC. 4 Hours worked on any scheduled off day will be compensated at the following premium rates:

- (A) Hours worked on 1st scheduled off day - one and one-half time.
- (B) Hours worked on 2nd scheduled off day - double time.

SEC. 5 Should more than one premium rate apply to the same work, only the highest premium will be paid. The premium will be one and one-half (1 ½) times or two (2) times (as the case may be) the hourly rate in effect for the employee at the time the work is performed. Time and one-half or double time payments will be one and one-half times or two times the sum of the base rate plus the shift premium applicable.

SEC. 6 Hours worked outside an employee's regular shift hours on any Commission observed holiday - double time will apply; if an employee is required to work during his/her regular shift hours on a full or half holiday, time and one-half will be paid for such hours worked in addition to his/her holiday allowance.

SEC. 7 Overtime work is to be equally distributed as is practicable among the employees in a classification, a group, or a department. Any reasonable method for making the overtime equitable shall be determined by each Department Head for his Department after discussion with the Union.

Employees must accept that overtime is a necessary part of our service to our customers. Employees who consistently refuse or are not available by telephone for overtime assignments shall be bypassed. Three (3) consecutive overtime refusals shall constitute "consistent refusal". Employees removed from the overtime call list may request reinstatement to the overtime list by written request to their Department Supervisor ten (10) workdays prior to September 30th of calendar year. Upon timely request the employee will be reinstated to the overtime list on the first workday of October.

Overtime shall first be offered to the low eligible employees. If all eligible employees decline the overtime, it will be assigned to the low eligible employees unless the employee has good reason for declining, in which case it will be assigned to the next low eligible employee.

Good reason for refusing overtime is defined to be any reason such as illness, serious and important personal business, death leave or in general, any reason that excuses an employee during normal working hours. Previously planned activities that impose a financial penalty upon the employee may be considered as adequate reason for refusal upon presentation of proof such as tickets or reservation confirmations.

Management recognizes that overtime is contiguous to an employee's vacation or long weekend may cause some inconvenience from time to time. Whenever it is practically possible, such overtime may be declined by the employee but not in cases that involve emergencies or the security of the system.

Management will post weekly overtime lists and will make overtime records available to stewards. Changes to overtime rules will be agreed upon by each department and its stewards. All rules must be approved by the General Manager prior to implementation.

SEC. 8 Minimum Pay Allowance.

A minimum pay allowance will be paid for a call out, including such travel time as is allowed, as follows:

- (1) Time and one-half day, work in excess of two and four-tenths (2.40) hours will be paid at time and one-half.
- (2) Double time day, work in excess of two (2) hours will be paid at double time.
- (3) Two (2) consecutive call outs may be considered by the Commission as one (1) call out within the meaning of this provision provided that in such a case the time intervening between the two (2) call outs shall be considered and paid as worked time.

SEC. 9 The Department Helper may be offered an overtime opportunity only after all other employees from the affected group have been asked to work the overtime opportunity. The Department Helper shall not be forced to work overtime when not averaged into the overtime listing.

SEC. 10 Overtime rules will be reviewed annually by the Article 22 Labor Management Committee.

SEC. 11 Emergency Call Out. Emergency call out shall be paid overtime on a continuous hour basis as follows: Hours nine (9) through twelve (12), on a continuous work basis shall be paid at time and one-half (1 ½), all hours thereafter, hours thirteen (13) and thereafter, on a continuous work basis, will be paid at double time.

ARTICLE 6: APPRENTICES

SEC. 1 Journeymen under the provisions and within the meaning of this Agreement, shall be any mechanic having four (4) or more years' experience in the trade indicated by his/her classification and possessing the required knowledge and skill to enable him/her to satisfactorily perform the ordinary work in the utility system ordinarily performed by the employees so classified or having been previously so classified by the Commission.

SEC. 2 Apprentice linemen having served four (4) years as such who fail to pass a satisfactory journeyman's examination, which shall be before the Examination Board of the Union and also before certain persons designated by the Commission, shall be granted an additional six (6) months to qualify. Failure to qualify after the additional six (6) months shall be sufficient cause for demotion to former position.

SEC. 3 The right to determine whether or not an apprentice is qualified during his first six (6) months as such shall be vested in the Commission.

SEC. 4 The ratio of apprentice linemen to journeymen shall not exceed one (1) apprentice to each two (2) journeymen or majority fraction thereof in classifications where apprentices are employed.

SEC. 5 In the event the Commission employs apprentices in classifications where apprentice wage scales have not been established, the Commission and the Union agree to meet and discuss the apprentice wage scale to be applied to such classifications.

SEC. 6 Apprentice linemen must serve one (1) year at line work before working on energized circuits carrying 500 volts or more.

SEC. 7 An Apprentice Lineman Committee will be established consisting of a membership equally divided between management and the Union. The purpose of the Committee is to create a DOL-approved apprentice program. The Committee, for example, will establish criteria and evaluate such circumstances as to when apprentices are added or advanced in the program and which, in part, anticipates lineman manpower needs considering, for example, expected retirements.

SEC. 8 Any bidder of the Lineman Apprentice classification who meets the vacancy requirements will undergo an oral interview and will have up to three (3) days to complete a training course. The training will be done at the IBEW Local Union #17 training center to show that they are competent and able to move forward to ALBAT training. On the third

day of training individual testing will occur, with members consisting of management and the Union, and will be used to evaluate each employee. A final decision will be made based on both the oral interview and the testing completed at the training center.

In all cases if ability and qualifications are equal, group seniority will prevail. An employee may not bid for a Lineman Apprenticeship position if he/she has been promoted to another position in the past year.

ARTICLE 7: STANDBY TIME AND EMERGENCY CALLS

SEC. 1 When an employee is placed "on call" between the quitting time of his/her regularly scheduled shift on one workday and the starting time of his/her regularly scheduled shift on his/her next regular workday, one of the following "on call" pay allowances shall apply:

1. Crew Leaders & Journeyman Lineman – Thirty-four (34) hours
 - a. Monday through Friday (except when a holiday occurs) - "On call" from 4:00 pm to 8:00 am – Four (4) hours pay for each 4:00 pm to 8:00 am period.
 - b. Weekends - "On call" from 8:00 am Saturday to 8:00 am Monday – Seven (7) hours pay for each twenty-four (24) hour period.
 - c. Holidays – "On call" from 8:00 am to 8:00 am Twenty-four (24) hours – 7 hours pay for each twenty-four (24) hour period.
2. Electricians and Operator #1 (day shift) – Twenty-seven (27) hours
 - a. Monday through Friday (except when a holiday occurs) - "On call" from 4:00 pm to 8:00 am – Three (3) hours pay for each 4 pm to 8 am period.
 - b. Weekends - "On call" from 8:00 am Saturday to 8:00 am Monday – Six (6) hours pay for each twenty-four (24) hour period.
 - c. Holidays – "On call" from 8:00 am to 8:00 am (twenty-four (24)) hours – Seven (7) hours pay for each twenty-four (24) hour period.
3. CATV Maintenance Technicians – Twenty-seven (27) hours
 - a. Monday through Friday (except when a holiday occurs) - "On call" from 4:00 pm to 8:00 am – Three (3) hours pay for each 4 pm to 8 am period.
 - b. Weekends - "On call" from 8:00 am Saturday to 8:00 am Monday – Six (6) hours pay for each twenty-four (24) hour period.
 - c. Holidays – "On call" from 8:00 am to 8:00 am Twenty-four (twenty-four (24)) hours – Seven (7) hours pay for each twenty-four (24) hour period.
4. Electric Distribution Customer Service- Twenty (20) hours
 - a. Monday through Friday (except when a holiday occurs) – "On call" from 4:00pm to 8:00am- Two (2) hours pay for each 4pm to 8am period.

- b. Weekends- "On call" from 8:00am Saturday to 8:00am Monday- Five (5) hours pay for twenty-four (24) hour period.
 - c. Holidays- "On call" from 8:00am to 8:00am Twenty-four (24) hours- Seven (7) hours pay for each twenty-four (24) hour period.
- 5. Water Distribution Maintenance Person- Twenty (20) hours
 - a. Monday through Friday (except when a holiday occurs)- "On call" from 4:00pm to 8:00am Two (2) Hours pay for each 4pm to 8am period.
 - b. Weekends- "On call" from 8:00am Saturday to 8:00am Monday- Five (5) hours pay for each twenty-four (24) hour period.
 - c. Holidays- "On call" from 8:00am to 8:00am Twenty-four (24) hours- Seven (7) hours pay for each twenty-four (24) hour period.
- 6. Water Distribution Department Helpers- Twenty (20) hours
 - a. Monday through Friday (except when a holiday occurs)- "On call" from 4:00pm to 8:00am two (2) hours pay for each 4pm to 8am period.
 - b. Weekends- "On call" from 8:00am Saturday to 8:00am Monday- Five (5) hours pay for each twenty-four (24) hour period.
 - c. Holidays- "On call" from 8:00am to 8:00am Twenty-four (24) hours-Seven (7) hours pay for each twenty-four (24) hour period.
- 7. CATV Service Technicians/Fiber Optic Service Technician- Ten (10) hours
 - a. Monday through Friday (except when a holiday occurs)- "On call" from 4:00pm to 8:00am- One (1) hour pay for each 4pm to 8am period.
 - b. Weekends- "On call" from 8:00am Saturday to 8:00am Monday- Two and a half (2.5) hours pay for each twenty-four (24) hour period
 - c. Holidays- "On call" form 8:00am to 8:00am Twenty-four (24) hours- Four (4) hours pay for each twenty-four (24) hour period.

SEC. 2 If called out, employees "on call" will be paid at the applicable overtime rate for the time involved.

SEC. 3 "On call" shall be scheduled and distributed as equally as possible rotating the "on call" schedule among the employees eligible for such work and such schedule shall be posted at least one (1) week in advance.

SEC. 4 An employee placed on standby will be paid the regular rate applicable.

SEC. 5 The work performed by employees called to work on emergency calls shall be only in the nature of necessary maintenance and operation.

SEC. 6 Employees who are called out, with the exception of those employees who are scheduled "on call", will be allowed one-half hour paid reporting time to begin one-half hour before the employee reports to his/her regularly assigned reporting headquarters.

SEC. 7 Newly employed linemen shall not be eligible for the Stand-By Rotation List for a three (3) month period from date-of-hire whereupon such new hire will be added to the end of the Rotation List.

Newly employed linemen, who have previously been employed by the Employer as linemen and who return within one (1) year from date of last termination from employment with the Employer (or served as an Apprentice), shall not be eligible for the Stand-By Rotation List for a one (1) month period from date-of-hire whereupon such new hire with previous experience will be added to the end of the Rotation List.

ARTICLE 8: LINE CREWS

SEC. 1 An employee when supervising four (4) or more employees, at least two (2) of whom are journeymen or apprentice linemen shall be considered a Line Crew Foreman and shall be paid as Line Crew Foreman for the time so assigned. This provision does not apply to two (2) or more crews doing emergency work on the same job.

SEC. 2 Any assembling, dismantling, or installing of line materials and fixtures in the field shall be done by linemen (including Crew Leaders) or apprentice linemen.

SEC. 3 On no occasion, except in an emergency, will a Line Crew Foreman do other than supervisory work.

SEC. 4

(A) An "A" crew normally consists of a line crew Foreman, journeyman lineman, apprentice linemen and 1 or more employees from other classifications.

(B) A crew consists of a Crew Leader and two (2), three (3), or four (4) person crew, which normally consists of a Crew Leader, one (1) journeyman lineman, plus one (1) or more linemen, or an apprentice or employees from other classifications. A Crew Leader is considered a working leader.

(C) A "D" crew is a one (1) person crew performing service work or work via Section 6 of this Article.

SEC. 5 13 kV system gloving by linemen will be voluntary using DMS safety rules.

SEC. 6 Equipment Energized at 300 volts.

(A) Any Lineman working on energized equipment carrying 300 volts or more must be assisted by a Journeyman Lineman or an Apprentice with at least one year's experience.

(B) As an exception to paragraph (A) above, D-Crew Linemen may, using proper protective devices and equipment, work on energized equipment carrying 300 volts or more, including such work as: cutting primary in the clear; performing voltage tests; lifting or cutting primary jumpers/trainers; clearing defective transformers from the line; replacing secondary/primary fuses; and opening and closing primary disconnects and sectionalizing devices. However, when performing such work, it is agreed:

1. The Company will abide by the D-Crew Lineman's judgment as to whether or not such work requires the assistance of other qualified personnel.
2. D-Crew Lineman working alone or with an Apprentice will not rubber glove energized primary conductors.
3. When working alone or with an Apprentice, D-Crew Lineman will not perform primary phase to phase testing.
4. When working alone or with an Apprentice, D-Crew Lineman will not be required to climb a pole to work on equipment energized at 300 volts or more.
5. A two (2) year Apprentice, but not less than a two (2) year Apprentice, may be assigned to work with a D-Crew Lineman for training purposes. When such an Apprentice is so assigned, it is understood that the D-Crew Lineman and the Apprentice will not perform any work that the D-Crew Lineman would not otherwise do if he/she were working alone.
6. A D-Crew Lineman working around a normally operating, isolated 4.8kV Delta Transformer (with hot stick operated 13.2 kV style disconnect switch/switches and primary trainers with hot taps) may re-energize or de-energize such a transformer to perform secondary work. Secondary work, up to and including secondary line taps (note: secondary line taps do not include solid bank secondary fuse blocks and fuses) may be performed by a D-Crew Lineman on energized 4.8 kV Delta transformer locations only if the location has a visible case ground and/or the required twenty-four (24)" working clearance can be maintained. If the

4.8 kV Delta transformer is not operating normally, a D-Crew Lineman working alone cannot refuse the primary fuses or solid bank secondary fuses or repair primary or secondary bushings on the transformer.

ARTICLE 9: UNION BUSINESS

SEC. 1 The Commission will provide the Union with reasonable space on bulletin boards for the posting of communications and official notices that affect the general membership. A copy of the official notices will be sent to the General Manager.

SEC. 2 Employees who are delegated or appointed by the Union to meet with the Commission representatives in conjunction with and as per appointment by the Business Manager of the Union on matters pertaining to this Agreement shall, upon twenty-four (24) hours' notice to the General Manager, be relieved, without deduction in pay, from their regular duties for sufficient time to transact such business.

SEC. 3 Employees of the Commission who may be duly delegated to transact business for the Union other than with the Commission, which requires absence from duty, will, upon twenty-four (24) hours' notice to the General Manager, be allowed to absent themselves without pay for sufficient time to transact such business.

SEC. 4 Any employee of the Commission covered by this Agreement who is or may be elected or appointed to an office in the Union which requires his/her absence from duty with the Commission shall continue to accumulate seniority with the Commission throughout such term of office, and he/she shall, upon termination of his/her Union duties, be reinstated to his/her former position including all his/her seniority rights. It is understood that when such an employee returns to work, provided he/she is physically qualified to do so, the regular rules of seniority will prevail for those employees below him/her on the seniority list.

ARTICLE 10: SENIORITY

SEC. 1 Seniority, within the meaning of this Agreement, is defined as the status which accrues to employees through time or length of service which entitles them to certain preferences or rights as set forth in this Agreement.

SEC. 2 The seniority status of each employee covered by this Agreement will be:

- (A) Seniority established within a classification shown in Article 30
- (B) Seniority established within a group shown in Article 30
- (C) Seniority established within a department shown in Article 30
- (D) Seniority established with the Commission.

Seniority shall be established by length of service in each category shown above from the date of entry after an employee completes the required probationary period.

SEC. 3 New employees shall be placed on the Commission's Seniority List with twelve (12) months seniority after completing twelve (12) months service with the Commission.

SEC. 4 Apprentices having satisfactorily completed their apprenticeship in a classification shall be given a seniority starting date in such classification as of the 1st date of their journeyman status. Apprentice eligibility for fringe benefits shall be retroactive to their date of hire upon successful completion of their apprenticeship program.

SEC. 5 A service record or seniority list of the employees covered by this Agreement will be furnished to the Union by the Commission and will be checked by the Union for errors. After such list is agreed upon by both the Union and the Commission, it will be posted in agreed places accessible to the employees. The list shall contain the 1st dates of employment in the Commission, the Department, the Group and the Classification, except that in the case of an employee who has voluntarily left the employment of the Commission and has been later rehired, the last rehire date is to be considered the date of employment.

SEC. 6 Employees who become separated from their employment with the Commission through no fault of their own and are later reemployed, shall have their seniority time and rights restored as of the day they left the service of the Commission.

SEC. 7 Layoff due to curtailment of work or reduction of forces shall be made in reverse seniority order. An employee subject to layoff, may exercise his/her seniority first within his/her classification to displace an employee with less classification seniority, if abilities and qualifications are sufficient; if unable to displace an employee in his/her classification, he/she shall then be allowed to displace an employee within his/her group who has less group seniority, if abilities and qualifications are sufficient; if unable to displace an employee within his/her group, he/she shall then be allowed to displace an employee within his/her Department with less Department seniority; if abilities and qualifications are sufficient; if he/she is unable to displace an employee within his/her Department, he/she shall be allowed to displace the employee with the least amount of Commission seniority, if abilities and qualifications are sufficient and provided he/she has more Commission seniority than the junior employee.

SEC. 8 When re-employing previously laid off employees, the rehiring of employees with seniority status shall be in reverse order of the layoff. The Commission shall give the employee and the Union written notice of its desire for such employee to return to work. Upon failure to return to work in his/her established classification within ten (10) days after

the above requirements have been carried out by the Commission, such employee will have forfeited all his/her seniority time and rights.

SEC. 9 Employees who have attained seniority as set forth in this article and are temporarily assigned to other classifications, groups or Departments continue to accrue seniority in their regular position and not in their temporary assignment.

SEC. 10 Any employee covered by this Agreement called to military service shall continue to accumulate seniority and benefits in accordance with the Universal Military Training and Service Act and any present or future amending statutes.

SEC. 11 Any employee of the Commission covered by this Agreement who is injured while on duty shall continue to accumulate seniority during his/her absence from work due to such injury, and shall be reinstated, upon recovery, to his/her former position with full seniority rights. It is understood that when such an employee returns to work, the regular rules of seniority will prevail for those employees below him/her on the seniority list.

SEC. 12 A maximum of sixty (60) days leave of absence may be granted to employees for reasons other than illness or recuperation there from with the written approval of the Commission, provided they can be spared from duty. Such leave of absence may be extended to six (6) months with the written approval of the Commission and while on such leave of absence, employees shall not be deemed to have forfeited their seniority rights, provided they are physically qualified to return to work. If employees remain away for more than 6 months or if they accept employment elsewhere while on such leave of absence without sanction of the Commission, their employment with the Commission shall be deemed terminated.

SEC. 13 In the case of consolidation of departments or parts thereof, the seniority lists of such classification shall be combined.

SEC. 14 It is understood and agreed by the parties hereto that seniority is terminated and the Commission is under no further obligation to offer employment in case of resignation; discharge for sufficient cause; failure to respond within ten (10) days to recall to work; acceptance of employment elsewhere on a leave of absence, without sanction of the Commission; failure to return to work within six (6) months of eligibility for discharge from the military service. Seniority and employment shall terminate after one (1) year for employees unable to perform the essential functions of their job classification within the meaning of the Americans with Disabilities Act (ADA); provided the Commission has first attempted to accommodate the employee by placing the employee in another position whose essential functions the employee can perform in accordance with the requirements of the ADA.

Medical opinions by a neutral physician selected by mutual agreement between Management and the Union will only be required when there is disagreement between the Commission physician and the employee's physician or when otherwise required by law or the pension ordinance.

SEC. 15 It is agreed that this Agreement covers all employees within the classifications listed in Article 30 and of all work usually performed by such employees and that no employee who has established seniority within these classifications will suffer unemployment due to the contracting out of such work.

ARTICLE 11: VACANCIES

SEC. 1 The filling of vacancies shall be based on ability, qualifications and seniority. Ability and qualifications being equal, seniority shall prevail.

SEC. 2 Vacancies shall be posted for five (5) days for written bids and shall be considered open for five (5) days exclusive of Saturdays, Sundays and Holidays. If an employee is on sick leave, vacation or approved absence, he/she shall be given an opportunity to bid for a vacancy before bids are closed or permanent assignments are made.

In filling the vacancy, the Commission will give first consideration to the written bids received from the employees of the group in which the vacancy was posted (groups are defined in Article 30). If ability and qualifications are equal, group seniority will prevail. The next consideration to bids received will be to the employees of the Department in which the vacancy was posted. Final consideration will be given to bids of employees in all Departments of the Commission. In all cases if ability and qualifications are equal seniority will prevail. The name of the successful bidder and the other employees bidding on the vacancy shall be posted within a reasonable time after the closing date for receiving bids.

For the convenience of the Commission, temporary assignments may be made until bids are received and permanent assignments are made. In the event an employee chooses not to bid for or accept a job vacancy, it shall have no effect on his/her rights to bid for or accept other future job vacancies.

SEC. 3 In the case of a promotion vacancy, the employee will not receive less than the rate of his/her previous classification.

Credit shall be allowed for time served for qualifying for the new classification. Qualification shall be judged by the General Manager and/or Department Head.

If an employee is permanently assigned to a lower classification, the rate of pay shall be the rate of the lower classification.

SEC. 4

(A) Employees assigned to vacancies or new positions will be given thirty (30) working days to demonstrate their qualifications and ability to fill such vacancies or positions. Persons failing to qualify shall be removed from the position and returned to their immediately preceding position which, in the discretion of management, need not be filled during the bidding person's qualification demonstration period in an upgraded position. In the event that the bidding person's prior position was filled and the successful bidder must be displaced, the same procedure will be followed to return all persons to the prior status quo. Bid lists shall remain valid for a period of sixty (60) calendar days for purposes of filling vacancies caused by failure to qualify or rejection of the position by the successful bidder.

(B) Persons that accept a position offered by bid, and are physically assigned to the job duties, shall have fourteen (14) consecutive working days from first entry into the classification to opt to return to that person's former position. Beginning with the fifteenth (15) calendar day, persons opting out with permission of management will be removed from the accepted bid position to a vacant position which in the opinion of Management the person is qualified to perform.

SEC. 5 When an employee successfully bids to another job and cannot be immediately assigned to the new classification for reasons of convenience to the Commission, that employee will be allowed to perform in the new classification for a period of eight (8) hours for the purpose of establishing seniority within the classification.

The employee will then return to his/her former position at his/her former rate whether the rate be higher or lower until he/she is permanently assigned to the new position.

SEC. 6 Any employee placed on a temporary assignment to a higher paid classification for less than forty-five (45) working days shall receive the rate of pay for higher paid classification during the entire period of the assignment except the "Paid Off Days" shall be paid at the rate of the employee's regular classification as listed in Article 30. DMS will not use the words "other duties as assigned" to avoid out of class pay.

SEC. 7 Employees who are awarded a bid vacancy and who withdraw their bid shall be precluded from bidding for one year within the same group except by mutual agreement between the Union and Management.

ARTICLE 12: VACATION

SEC. 1 All regular employees of the Commission shall be entitled to vacation and sick and/or personal leave with regular pay each year in accordance with the following rules and schedules. Not more than the following numbers, one per classification, may be on vacation at one time in the Power Plant, Group I: Four (4) (This does not prohibit Management from allowing additional Group I employees to schedule vacation).

SEC. 2 Vacations - The Commission's vacation policy is based on the principle that vacations with pay are earned in the anniversary year preceding the year in which vacations are taken.

SEC. 3 Employees hired prior to October 1, 2009 shall be entitled to vacation with pay according to the following provisions:

- (A) Employees who have completed at least one (1) year of continuous employment are entitled to a vacation of two (2) weeks with pay to be taken in the following year.
- (B) Employees who have completed seven (7) years or more of continuous employment are entitled to a vacation of three (3) weeks with pay to be taken in the following year.
- (C) Employees who have completed fifteen (15) or more years of continuous employment are entitled to a vacation of four (4) weeks with pay to be taken in the following year.
- (D) Employees who have completed twenty (20) or more years of continuous employment are entitled to a vacation of five (5) weeks with pay to be taken in the following year.
- (E) Employees who have completed twenty-five (25) or more years of continuous employment are entitled to a vacation of six (6) weeks with pay to be taken in the following year.
- (F) Employees who are entitled to four (4), five (5) or six (6) weeks' vacation may elect to receive straight time pay in lieu of vacation for the 4th, 5th and/or 6th weeks.
- (G) Employees may elect, during open enrollment for the next calendar year, to allocate any part of their vacation to pay for some or all of their employee contribution to the health insurance premium. Vacation shall not be advanced prior to when it is earned for this purpose.

In addition to the vacation scale listed above in this Section, each employee shall be credited with four (4) additional bonus vacation days at the beginning of each calendar year. During the open enrollment period, the employee may either:

- (1) sell all four (4) days at his/her current hourly base rate and that amount is credited towards the employee contribution to health insurance on the first paycheck of the calendar year, or
- (2) may use as additional vacation days, on a use it or lose it basis prior to the beginning of the next calendar year.

SEC. 4 Employees hired on or after October 1, 2009 shall be entitled to vacation with pay according to the following provisions:

<u>Time Period (Completion of)</u>	<u>Vacation</u>
1-5 Years	1 Day/Month
6-10 Years	1 ¼ Days/Month
11-15 Years	1 ½ Days/Month
16-20 Years	1 ¾ Days/Month
21-25 Years	2 Days/Month
26 Years and over	2 Days/Month and ½ Day for each year over 25

Days earned will be available for use on the next anniversary date of employment for the previous year.

Employees may elect, during open enrollment for the next calendar year, to allocate any part of their vacation to pay for some or all of their employee contribution to the health insurance premium. Vacation shall not be advanced prior to when it is earned for this purpose.

In addition to the vacation scale listed above in this Section, each employee shall be credited with four (4) additional bonus vacation days at the beginning of each calendar year. During the open enrollment period, the employee may either:

- (1) sell all four (4) days at his/her current hourly base rate and that amount is credited towards the employee contribution to health insurance on the first paycheck of the calendar year, or
- (2) may use as additional vacation days, on a use it or lose it basis prior to the beginning of the next calendar year.

SEC. 5 Holidays during Vacation - If a Commission observed holiday occurs during an employee's vacation period, he/she may at his/her option be paid eight (8) hours straight time wages in lieu of another day off.

SEC. 6 Effect of Leave of Absence on Vacation:

(A) The vacation for which an employee normally qualifies in any year will be reduced one-twelfth (1/12) for each full month of continuous absence, excluding personal disability absences in that year. A fraction of a day which is a part of the total rendered vacation will be counted as follows:

Half day or less – Half (1/2) day

Over half day – One (1) full day

(B) A vacation may be scheduled before or after an extended absence for personal disability. If the absence is expected to extend into the next anniversary year, the vacation should be scheduled before the absence. If this cannot be arranged, an allowance in lieu of vacation may be paid at any time selected by the employee before the end of the year.

SEC. 7 Vacation Following Illness - In general, no reduction will be made from an employee's paid vacation for personal disability absences if it is apparent that an employee who has worked during his/her current anniversary year will be unable to take vacation earned because of such absence. The earned vacation allowance will be paid at an appropriate time before the end of his/her current anniversary year. If the employee has not worked during the current year, he/she will not be eligible for a vacation until he/she is prepared to return to work. However, the vacation for the anniversary year in which the employee returns to work will not be reduced by the absence.

SEC. 8 Pay during Vacation - The vacation pay allowance for each full week of a full-time employee's vacation will be equivalent to the employee's base rate for the Commission's standard forty (40) hour work week.

SEC. 9 Termination Vacation Pay - When employment is terminated for any reason, the employee's vacation time shall be computed and paid on a prorated basis according to the time worked in the period considered.

SEC. 10 Vacation is not Accumulative - Vacation time shall not be allowed to accumulate from one year to another and shall be taken on consecutive days unless the Commission and the Union agree on a different division of the vacation time.

SEC. 11 Vacation Schedules:

- (A) An employee desirous of splitting his/her vacation shall have only one (1) first choice when the schedule is made up, and a 2nd choice, only after all the other employees affected have had a 1st choice.
- (B) On or about March 1st of each calendar year the departments of the Commission will obtain from the employees entitled to vacations, their preferences as to vacation periods and as soon thereafter as possible, establish workable vacation schedules. In establishing such schedules, the Commission or Departments will respect the wishes of the employees as to time of taking their vacations within a department insofar as the needs of the services will permit. Order of choice of vacation shall be determined by length of department service.
- (C) An employee who is ill before the vacation schedule is made up, and because of that fact takes any part of his/her vacation then, is not considered as having split his/her vacation.
- (D) An employee who is ill after the schedule is made up, and because of that fact takes any part of his/her vacation at that time, must then designate what part of his/her scheduled vacation he/she will forego.
- (E) An employee who is ill when the vacation schedule is being made up and is unable or unwilling to indicate a choice at that time, will forfeit his/her order of choice.
- (F) Should an employee bid and be transferred to another department or classification, any approved or scheduled vacation shall be null and void. The employee transferring shall reapply for vacation in the department into which he/she transferred, which department shall not be required to disrupt its already approved vacation schedules to accommodate the transferring employee. Previously planned activities that impose a financial penalty upon the employee, incurred prior to posting of the bid vacancy, may be considered as adequate reason for continuing a vacation as scheduled upon presentation of proof such as tickets or reservation confirmation.

ARTICLE 13: SICK LEAVE, PERSONAL LEAVE

SEC. 1 Sick Leave:

- (A) Employees with less than six (6) months of service shall not be entitled to any sick leave with pay. After six (6) months of service the employee may use one-half of the accrued sick time described in Section 1(B).

However, employees with less than one (1) year of service who test positive for COVID-19 or any variant of COVID-19 shall be entitled to five (5) working days of paid leave, provided that they submit documentation from their physician substantiating the need to be absent from work.

- (B) After one (1) year of service has been completed, each employee shall be eligible to receive twelve (12) working days of sick leave with regular pay. At the end of the fiscal year in which the employee completes one (1) year of service, he/she shall be credited with additional days of sick leave at the rate of one (1) day per month, in which the employee works at least one-hundred forty (140) actually worked hours, (credit will be given for previously scheduled vacation and contract holidays at the rate of eight (8) hours per day with the exception of shift workers who will be credited with twelve (12) hours for vacation only) from his/her anniversary date to the end of the fiscal year, and shall be eligible to receive twelve (12) working days of sick leave with a regular pay accumulative for each twelve (12) month fiscal year thereafter, to a maximum accumulation of one-hundred (100) working days. Persons credited with over one hundred (100) days as of September 30, 1995 shall retain such numbers in excess of one hundred (100) in their bank but will not earn sick days until that person's balance falls below one hundred (100) days whereupon the one hundred (100) day cap will apply. If the Commission's fiscal year changes, a conversion and proration of sick leave will be made to the new fiscal year. Employees on extended illness exceeding thirty (30) working days who have used all accumulated sick leave will be allowed to use earned sick leave days which normally would not be available until after the end of the fiscal year.

- (C) When it becomes necessary for any employee to be absent from work on account of illness, the employee shall suffer no loss of regular pay until his/her accumulated sick leave has been exhausted. The time lost on each occasion will be deducted from the employee's total accumulation. With the exception of the Power Plant, which has separate procedures, employees desiring sick day pay for an absence must call their department head's designated number and either speak with the department representative or leave a voice mail at least one (1) hour prior to that employee's starting time.

- (D) The twelve (12) days sick leave an employee normally becomes entitled to on October 1st of any year will be reduced one-twelfth (1/12) for each full month of continuous absence, excluding personal disability absences, in that year.

- (E) It is contemplated by the parties hereto that claims made by employees for sick leave will be made in good faith. When it becomes necessary for any employee to be absent from work on account of illness before or after any paid absence, such as holiday, vacation, jury duty, personal business, funeral leave, etc. or after a denied request for time off, the employee will be required to submit a doctor's certification for such illness at the employee's expense, regardless of the number of undocumented sick days credited to the employee or the employee will not be paid for the day. The doctor's certification must contain a general diagnosis of the employee's injury or illness and the prognosis for expected return to work. Unless an individual can demonstrate that the Penn-View Clinic is that employee's family physician, excuses of any kind, including medical excuses will not be accepted from the Penn-View Clinic, 12611 Pennsylvania Road, Riverview, MI. All Penn-View Clinic Medical excuses will be on US DOL Form WH-380 with original signatures.
- (F) Any employee found to have abused sick leave provisions of this article shall be subject to discipline by the Commission.
- (G) Any employee who is absent five (5) days in a single fiscal year and fails to provide documentation for such absence will suffer loss of the day's pay for the sixth (6th) through the twelfth (12th) undocumented day's absence. The thirteenth (13th) day of undocumented absence within a fiscal year will result in a three (3)-day suspension (including the undocumented day). The fourteenth (14th) undocumented day in a twenty-four (24) month period will result in the employee being dismissed.
- (H) If it is necessary for an employee to be absent because of serious illness or injury to a member of his/her immediate family the employee shall be allowed one (1) day of eight (8) working hours to a limit of three (3) days during a fiscal year. The time lost shall be deducted from the employee's sick leave accumulation. Immediate family for the purpose of this paragraph is defined in the provision for death leave, Article 14, Section 2, of this Agreement. In order to qualify as a documented absence, the employee must provide documentation from an attending physician.

SEC. 2 Unused sick leave days to an employee's credit at the beginning of the fiscal year involved (to a maximum of thirty (30) days) shall be paid at his then prevailing wage rate:

- (A) To an employee who retires from Commission service and is eligible for a current or deferred Commission-provided pension, or:

- (B) To the estate of an employee who dies while employed by the Commission (unless his death is caused by gainful employment outside the Department of Municipal Service).

It is understood that an employee who voluntarily resigns or is discharged from Commission service shall not be entitled to any payment for unused sick leave and that such termination of service shall also terminate any and all obligation of the Commission in connection with unused sick leave time.

SEC. 3 When an employee is injured in the line of duty and is permitted to use his/her accumulated sick leave days, only that time not covered by compensation insurance shall be deducted from his/her sick leave accumulation. If an employee is deemed to be totally incapacitated by the City Physician or a Commission designated physician as the result of an accidental injury occurring while engaged in performance of duties as an employee of the Commission and if it is determined that the injury is not the result of the employee's culpable misconduct, the employee shall be compensated for time lost during the disability in the following manners: For a period of forty-five (forty-five (45)) working days, the Commission will supplement Worker's Disability Compensation payments so that the employee will receive no less than the base wage shown in Article 30 for the employee's classification effective on the date of the injury. When forty-five (45) workdays have elapsed, the Commission will compensate the employee to the Article 30 rate by supplementing Workers Disability Compensation with the employee's sick leave bank or vacation days in that order. When all such time shall be exhausted, the Commission, in conjunction with the City Physician and the Department Head, will review the case. Disability cases considered to be permanent may be referred to the Retirement Commission for consideration and appropriate action.

SEC. 4 An employee may request up to three (3) of his/her scheduled workdays off per year at his/her straight time rate for personal business. In order to qualify for a personal business day, the employee must have: (1) sufficient sick leave credited to him in accordance with Article 13, and (2) given his/her supervisor at least twenty-four (24) hours' notice requesting the personal business day when possible. The time off with pay will be deducted from the employee's accumulated sick leave.

ARTICLE 14: JURY DUTY, DEATH LEAVE

SEC. 1

- (A) When an employee is absent from work because of being summoned and/or serves on a jury or because of being subpoenaed as a witness at court, the employee shall be paid his/her regular salary for time lost from the employee's regular scheduled workdays due to serving as a juror or witness. In order to

receive pay under this Section, the employee must provide proof that he or she was absent from work due to serving as a juror or witness.

- (B) Shift workers absent from work because of being summoned and/or serving on a jury or because of being subpoenaed as a witness at court, shall be paid the employee's regular salary for time lost from the employee's regularly scheduled work day(s), due to serving as a witness. In order to receive pay under this Section, the employee must provide proof that he or she was absent from work due to serving as a juror or witness. For shift workers the day on which the jury duty is performed is the work day excused. (EXAMPLES: Jury duty performed on a Friday would excuse a shift worker from 0001 to 2359 hours during which time such person will not be eligible for overtime except at the discretion of management. Twelve (12) hour shift (6PM to 6AM) employees will be excused for twenty-four (24) hours starting Thursday at 1800 hours through Friday at 1759 hours. Twelve (12) hour shift (6AM to 6PM) will be excused starting Friday at 0600 hours through Saturday at 0559 hours). If travel difficulties occur, they may be allowed up to two (2) hours at the beginning of their regular shift for travel. Should the question arise as to whether or not an employee is justly entitled to regular pay for jury or witness service within the meaning and intent of this provision, the question will be determined by a representative of the Union and a representative of the Commission.

SEC. 2 In case of death in the immediate family, a regular employee may be granted a leave of absence with pay not to exceed three (3) days to make arrangements for and to attend the funeral, or to settle the affairs of the estate. One (1) day shall be granted for grandparents-in-law of current marriage and for one set of stepparents. Immediate family shall mean the employee's mother, father, father-in-law, mother-in-law, sister, brother, wife, husband, son, daughter, grandfather, grandmother, sister-in-law, brother-in-law, and grandchildren. The Commission will allow the use of vacation or personal time as a supplement. One (1) day shall be granted to the employee to attend a memorial service.

An employee cannot exceed more than three (3) days between attending a funeral, the settlement of affairs, and a memorial service.

ARTICLE 15: HOLIDAYS

SEC. 1 Holidays within the interpretation of this Agreement shall mean days on which regular employees of the Commission whose services are not essential on holidays are permitted to absent themselves from work without deduction in pay and shall include New Year's Day, Martin Luther King Jr. Day, President's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, 24th of December, Christmas Day, 31st of December, Employee's Birthday and all General Election Days as granted by the City. For years that the 4th of July falls on a Tuesday, the preceding

Monday shall be a recognized paid holiday and in the years where the Fourth of July falls on a Thursday, the following Friday will be a recognized paid holiday.

One Wild Card Holiday may be taken at the employee's option subject to the following:

- (A) Previously scheduled and with approval and in the discretion of the employee's supervisor.
- (B) An employee is not eligible until completion of three (3) years of employment.
- (C) Employees who first become eligible during a current fiscal year will receive one (1) Wild Card Holiday.

SEC. 2 When a Commission observed holiday occurs on an employee's regularly scheduled working day or off day, the Commission will pay to the employee a holiday allowance of eight (8) straight time hours pay. When one of these holidays falls on a calendar Saturday or on a calendar Sunday or on another Commission observed holiday, the Commission will designate which calendar weekday(s) will be recognized as the holiday for all employees, except that the Commission must schedule these holidays in sequence with the calendar weekend or the calendar holiday as the case may be. The Commission shall notify the employees at least thirty (30) days in advance of the holiday of the date it will be observed by the Commission.

SEC. 3 No holiday allowance will be paid an employee if: (A) an employee is absent from work without permission on the holiday (or day designated as such for him/her) or on the workday immediately before or on the workday immediately after such day; provided, however, that nothing herein shall preclude the Commission from granting retroactive permission for such absence when circumstances justify it; or (B) the holiday occurs during a period of unpaid absence unless the employee is paid for at least one (1) of his/her workdays in the pay week containing the holiday.

SEC. 4 When an employee's scheduled two (2) days off each week falls between Sunday and Saturday, the 1st day off shall be considered the employee's Saturday and the 2nd day off shall be considered his/her Sunday and if called for work on such days off he/she shall receive the herein established overtime rates of pay. When a recognized holiday falls on the employee's 1st or 2nd day off, his/her following or next regular workday shall be the recognized holiday for that employee.

ARTICLE 16: LIFE, HEALTH, DENTAL and VISION INSURANCE

SEC. 1 Group Life Insurance: Group Life Insurance shall be provided for employees as follows:

Full-time employees of the Commission who have completed one full year of continuous service with the Department will be provided with term life insurance for which the premiums will be fully paid by the Commission. Life insurance provided is equivalent to one and one-half times (1 1/2) the employee's base annual wage. The annual wage is based on the employee's hourly rate, not including premiums, and is to be rounded up or down to the nearest full dollar. Rounding up to occur on amounts that are fifty (50) cents or greater, rounding down on amounts that are forty-nine (49) cents or less.

SEC. 2 Group Life Insurance for Retirees: Employees who retire shall be provided with a life insurance policy in the amount of \$5,000, the premium fully paid by the Commission.

SEC. 3 Hospitalization Insurance: For employees hired on or before December 31, 2024, BCBSM Community Blue (CB) Plans 1 and 3, or equivalent BCBSM successor plans, with prescription card coverage of \$15/\$30/\$60 in network co-pays for current active employees.

The Commission will be responsible for the premium cost of the health insurance coverage, after the required contribution is made by the employee in accordance with Public Act 152 of 2011, as amended (Publicly Funded Health Insurance Contribution Act) ("PA 152"). In the event that the "opt-out" option under Public Act 152 is selected, employees shall have no employee contribution to health insurance premium. Until 12/31/2025, employees who select CB Plan 3, shall be credited with the annual difference in premium between CB Plan 1 and CB Plan 3 (Single, Two person or Family) towards their PA 152 employee contribution, the first paycheck of the calendar year. The Commission shall include information about the annual difference on the employee's open enrollment form. Employees may elect, during open enrollment for the next calendar year, to allocate any part of their vacation pay, at their current hourly base rate, and that amount shall be credited towards their employee contribution to the health insurance premium, on the first paycheck of the calendar year. Vacation shall not be advanced prior to when it is earned for this purpose.

For employees hired on or after January 1, 2025, the Employer will be responsible for the remaining premium cost of Community Blue Plan 3, after the required contribution is made by the employee in accordance with Public Act 152 of 2011 (Publicly Funded Health Insurance Contribution Act). Employees hired on or after January 1, 2025 may voluntarily elect Community Blue Plan 1 with the difference in cost from Community Blue Plan 3 (described above) being borne by the employee through payroll deduction.

The Commission shall include information about the annual difference on the employee's open enrollment form. Employees may elect, during open enrollment for the next calendar year, to allocate any part of their vacation pay, at their current hourly base rate, and that amount shall be credited towards their employee contribution to the health insurance

premium, on the first paycheck of the calendar year. Vacation shall not be advanced prior to when it is earned for this purpose. Employees may select, during open enrollment for the next calendar year, either CB Plan 1 or CB Plan 3, regardless of which plan they are currently enrolled.

If mutually agreed by the Union and the Commission, the parties may reopen health insurance during the term of the 2025-2027 collective bargaining agreement.

The Commission will provide for active regular employees (excluding retirees) a group dental plan for which the Commission will fully pay the premium. The Commission will provide the same dental plan to active bargaining unit members (excluding retirees) as it currently provides the salary employees (orthodontic coverage of \$1,000.00 lifetime).

The Commission will provide for active regular employees a group eye care plan (excluding retirees) for which the Commission will fully pay the premium - coverage includes eye exam every twelve (12) months, prescription lenses every twelve (12) months, frames every twenty-four (24) months.

SEC. 4 Any employee otherwise eligible for Commission paid health insurance may, at that employee's option, elect to receive a cash payment of \$700.00 per month payable quarterly and receive Freestanding Dental and Vision coverage. Completion of the healthcare election form available through the City of Wyandotte Human Resources Department must be done during open enrollment to facilitate this election. Should the employee's coverage under his/her spouse be involuntarily terminated the employee, upon notification to the City, will be immediately placed upon the City health care coverage and the \$700.00 paid allowance will be discontinued. Conversion of coverage from or to the insurance plan described, or original coverage described above, will only be allowed during the annual re-opening period except for the initial conversion to the plan unless involuntary termination has occurred. The total monthly opt-out reimbursement will not exceed the total monthly premium for coverage classification that the employee would otherwise be classified under for medical insurance purposes.

SEC. 5 In a joint continuing effort to control the cost of insurance, the Commission and the Union agree to a strict coordination of Commission benefits program which is designed to prevent people from making a profit on health insurance by collecting more than the actual cost of covered services. Under this program, the benefits payable under Commission health insurance and any other group health insurance policy which a Commission employee or any covered dependent may have will not exceed the total amount of medical expenses.

Sec. 6 Healthcare – Retirees (Hired prior to October 1, 2013) Hospitalization Insurance – Active employees hired prior to October 1, 2013 enrolled in BCBSM Community Blue (CB)

Plans 1 and 3, at the time of retirement or equivalent BCBSM mapped successor plans, will continue to utilize these BCBSM plans throughout their retirement and any spouse covered under this plan until they become eligible for Medicare. The Commission will pay 80% of the monthly cost for retirement healthcare coverage, except as provided below:

Persons retiring who are not entitled to a full retirement benefit will be entitled to a City contribution to the monthly cost for retirement health care coverage as follows (Disability_retirees shall be considered for purposes of this schedule only as twenty (20) year or more service retirees):

- Less than ten (10) years service: No contribution
- At least ten (10) years service but less than twenty (20) years: 50%
- Twenty (20) years or more service: 80%

Sec. 7 Healthcare – Retirees (Hired on or after October 1, 2013) - In lieu of retiree healthcare described in Section 6 of this article, mandatory participation in the City of Wyandotte Retiree Health Savings Plan (RHS Plan) will be required with an employee contribution of 2.0% of base wage per pay period and an employer match of 2.0% of base wage per pay period. Vesting in the employer contributions will be 100% after five (5) years of employment.

ARTICLE 17: LONG TERM DISABILITY

SEC. 1 All employees will be covered by an LTD program with the following benefits:

Qualifying Period – Three (3) months

Duration of Benefits – Two (2) years

Percent of Earnings – Fifty (50%) percent offset by Social Security

Maximum Benefit - \$3,000/month

ARTICLE 18: DEPARTMENT HELPERS

SEC. 1 (A) All Meter Reader assignments are part of Electric Department Group 5.

(B) Filter Helper must obtain State certification in accordance with state regulations.

The Department Helpers in the Water Department Group 1 will be placed in Water Department Group 3. For Water Department Group 3 Department Helpers with a

valid CDL-A license, one (1) such Department Helper shall be upgraded weekly to the weekly base pay hourly rate for Group 1 Maintenance Person #2 and Equipment Operator. This weekly upgrade shall not create seniority rights within any Water Group 1 classification or Water Group 1.

SEC. 2 Each Department-Group's overtime rules will apply to Department Helpers.

SEC. 3 Department Helpers, irrespective of the department selected and to which assigned shall also be subject to the "Department Helper Master Overtime Rules" from which any department may secure extra helpers as needed by that department in accordance with the procedure identified in the Department Helper Master Overtime Rules. Filter Department Helper will always be last on the overtime list irrespective of the number of hours worked.

SEC. 4 Straight time cross department assignments of Department Helpers will be done by management's asking down the Department Helper seniority list and requiring up such list.

SEC. 5 The Department Helpers shall report to their respective departments (Electric, Water or Water Filter, Power Plant) and may, at management's discretion, be reassigned as the needs of the Commission requires. Whenever the Department Helper is assigned to a higher rated classification, such Department Helper shall receive the top rate for that classification. Any known vacancy of a week or more shall be offered among those qualified for the assignment on the basis of Departmental Seniority; all being equal Commission seniority shall prevail. Training shall continue for all Department Helpers to enable them to perform the duties of all other Department Helpers.

SEC. 6 The Employer will pay not more than three (3) Electric Department Helpers by fifteen (15) cents per hour over their regular rate when those persons are acting in direct assistance to a line crew. The three (3) Electric Department Helpers acting in the capacity of direct support of a line crew will be selected by seniority at the beginning of the contract term and will have preference for call outs where helpers are called out in support of line crews. The position will not be a protected position and will not have a job description separate from that of other Helpers.

SEC. 7 Department Helper new hires on and after January 1, 2022 are required to have a CDL-A license within six (6) months of hire for the appropriate department. Such employees who lose their CDL-A license for any reason shall have twelve (12) months to transfer to another DMS position which does not require a CDL-A license. The employee shall lose his/her seniority if after twelve (12) months the CDL-A license is not restored or the employee has not transferred to another DMS position. Effective January 1, 2025, the Water Department Group 2 Department Helper will no longer be required to hold and retain a CDL-A license.

SEC. 8 All employees in the Department Helper classification in any Department shall be placed at the 36-month step if they hold and retain a CDL-A license. If they lose their CDL-A license, they shall be placed at the corresponding wage step according to their seniority in that classification. Water Department Group 2 Department Helpers hired on or after January 1, 2025, will not be subject to the CDL-A license requirements and will be subject to the new Water Department Group 2 Department Helper wage scale.

SEC. 9 When necessary, due to WMS' decision to eliminate the Meter Person #1 position in the Electric Distribution Department Group #3, meter reads shall be performed when necessary by an Electric Distribution Group 5 Department Helper or Group 4 Stores Dept. Helper. While performing this function, the Department/Stores Helper's base hourly pay shall be upgraded, for all hours actually working on meter reads, to the Entry Level base hourly pay for Group 2 Customer Service Person #2.

ARTICLE 19: EDUCATION/TRAINING

SEC. 1

- (a) Persons in Water production that are required by the Commission to secure and maintain required State Water treatment licenses through testing and CEU training, will be reimbursed the cost of the licenses and paid for lost work time spent in training and State conducted licensure examinations at straight time; provided, the Commission shall designate the training content, provider of training, and training location as well as the method and manner of securing the required CEUs.
- (b) DMS employees will be reimbursed for all DMS required education tuition, DMS testing, DMS required license/certification and DMS required license certification renewal fees. Other job-related educational experiences will be considered for reimbursement on a case-by-case basis (Subject to compliance with Article 25, Tuition Assistance), provided that prior to taking the education course or incurring any expense the employee provides the following information to the DMS General Manager for DMS approval:
 - (1) Subject of course.
 - (2) Assurance course material is helpful to requester for current or upgraded DMS job classification.
 - (3) Agency giving the course.
 - (4) Tuition cost.
 - (5) Information as to whether a letter grade, number grade, degree, certification or license is awarded as evidence of successful course completion.

SEC. 2

- (a) The Commission agrees that if the State of Michigan requires, by law, that Commission Water distribution personnel be State licensed, the Water production provisions in SEC. 1 above will apply to distribution personnel who are subject to the State licensure requirement.
- (b) In accordance with MDEQ regulations, the Commission shall require Water Department distribution employees in the Maintenance Person #1 or #2 classifications to possess at minimum, a State of Michigan S-4 certification. The Commission shall require all other Water Department distribution employees to possess at minimum, a State of Michigan S-4 to permanently bid to the Maintenance Person #1 classifications. The Commission shall require all other Water Department Distribution employees to possess a State of Michigan S-4 to permanently bid to the Maintenance Person #1 classification.

Persons in Water Distribution that are required by the Commission to secure and maintain State Water licenses through testing and CEU training, will be reimbursed via the provisions of Section 1 of this article. The Commission's certification requirements shall be incorporated into all Water Department distribution job descriptions.

- (c) The Commission shall compensate Water Department employees for the certifications they possess and maintain in the group they are working in as follows:

Group 1 & 3:	Group 2:
S-4 \$0.15 per hour	F-4 \$0.30 per hour
S-3 \$0.30 per hour	F-3 \$0.55 per hour
S-2 \$0.55 per hour	F-2 \$1.05 per hour
S-1 \$0.80 per hour	F-1 \$1.55 per hour

(e.g.) - A Filter Plant Operator possesses valid F-3 & S-4 State certifications on October 1st. The Operator shall receive an hourly base increase of \$0.55 for the F-3 state certification.)

SEC. 3 Training program agreed in intent subject to Union/Management agreement upon contract language.

- (a) Maintenance Group Advancement Chart and Operations Group Advancement Charts submitted by management on November 15 and November 22, 1995 are hereby incorporated by reference.

(b) Operations Group Advancement Chart Notes:

- (1) All tests may be taken before the end of the time period. An Operator may continue with certifications and testing to be ready for advancement and eligible for overtime and upgrades. In the event there are no eligible candidates, minimum classification service time may be waived by Management in its discretion.
- (2) Three (3) test failures or elapsed time, whichever is sooner equals disqualification.
- (3) If needed, the DMS will host a City of Detroit 3rd Class License course in 1996 (tentatively in the spring); provided sufficient candidates apply.
- (4) Accepted equivalent for minimum requirements as determined by Management are:
 - a) Prior experience in all classification tasks for the classification being bid. All incumbent Power Plant Operators (Group #1) as of 10/01/95 or any Power Plant Maintenance employee (Group #2) with prior Operator experience as of 10/01/95 and with less than a one (1) year break from the Operations Group classifications will be given consideration in bidding.
 - b) For incumbent employees only, as described in paragraph (4a), successful completion of a City of Detroit 3rd Class License Course in lieu of a 3rd Class License will be accepted. Paragraph (4a) incumbents who lack the certifications listed in the minimum classification requirements for Operator #2A and #3A, but who have passed the qualification test for upgrade to their next classification, shall be given consideration when bidding on a vacancy to their next higher classification, provided the incumbent successfully completes a 3rd Class License Course prior to December 31, 1996. The employee shall be considered probationary pending timely receipt of transcript evidence of successful completion of the course. Successful completion means a grade of 70% or higher.
 - c) Technical Degrees or Certifications from accredited institutions.
 - d) Military ratings of equivalence.

- e) Current experience (within one (1) year) and certifications (licenses) from another generation power facility that meets the minimum requirements of the classification.
- (5) All incumbent operators (10/01/95) shall be grandfathered at the top rate in their current classification (see operator rate schedule, page 6). Grandfathered employees who are presently eligible for upgrades, may continue to upgrade.
- (6) Minimum requirements are required to bid on a vacancy.
- (7) The Operations Advancement Chart will be incorporated into all current Job Descriptions.
- (8) All employees, including grandfathered employees (10/01/95 incumbents of specific classifications) will participate in periodic No Fail Assessment testing to determine classification training needs. Needs identified will permit classification training programs designed to enhance skills identified by testing. No Fail Assessment Tests will not be used to demote or disqualify employees from that employee's current classification. Employees will participate in continued training programs designed to upgrade their current skills. Advancement (Bids) from current positions for grandfathered employees or non-grandfathered employees will require all minimum qualifications for the bid position be met. Confidentiality will be maintained between management and the employee regarding that employee's assessment score.
- (9) Persons failing to successfully complete a course of training for which DMS pays the equivalent of tuition and/or books or if successful completion of the course has occurred fails to serve at a minimum of one (1) year in the class and works at tasks for which trained, that person shall reimburse DMS for its costs of tuition, books, and travel expenses if claimed. Reimbursements may be by a combination of continued employment, dollar reimbursement by mutually agreed schedule or DMS discretionary waiver. The combination of elements will be by mutual agreement of the employee and DMS management.

SEC. 4 Effective October 1, 1995, the parties have established a classification entitled "Power Plant Department Helper" pursuant to Commission Concept Memo dated November 8, 1995 which includes job description, wage rate progression, line diagram and advancement chart which memo and its attachments are incorporated herein by reference. Qualified Power Plant Department Helpers may, in the discretion of the

Commission, be upgraded during Operator or Maintenance projected absences of five (5) days or more.

SEC. 5 Education including “continuing education” requirements are mandatory and cannot be refused when offered during straight time work hours.

ARTICLE 20: EXISTING PRACTICES

SEC. 1 This section is intended to preserve the rights of employees in regard to working conditions such as safe and sanitary conditions of employment, and generally, but not specifically in every isolated instance, to assure employees of a workplace, methods, conditions, practices and ways of doing things which will be similar to those in the past. This Section does not cede away the Commission's right, responsibility, or duty to implement changes, nor does it preclude the Union's right to grieve.

ARTICLE 21: COMPLIANCE WITH LAW

SEC. 1 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.

SEC. 2 The Commission and the Union each recognize that each have statutory obligations under the Americans with Disabilities Act (ADA). The Union and the Commission recognize the special need to accommodate the disabled, as provided for under the ADA, and agree to meet as necessary during the term of this Agreement to discuss any specific problems which may arise in fulfilling this obligation. The Union reserves the right to grieve the reasonableness of the accommodation granted by the Commission.

SEC. 3 Compliance with the Code of Federal Regulations (CFR 825.301)

FAMILY MEDICAL LEAVE ACT POLICY

POLICY -

The Family Medical Leave Act of 1993 (FMLA) is incorporated as an addition into the existing DMS "Leave of Absence" policies pursuant to the implementing regulations for the FMLA of 1993 (29 C.F.R.85.301).

ELIGIBILITY -

Employees are entitled to up to twelve (12) weeks unpaid job protected leave for certain family and medical reasons if they have worked for at least one (1) year and for twelve-hundred fifty (1,250) hours over the previous twelve (12) months.

REASONS FOR TAKING FMLA (29 CFR 825.1 (12) (4,5) -

To care for employee's child after birth or placement for adoption or state supervised foster care. To care for employee's spouse, son or daughter or parent who has a serious health condition; or for a serious health condition that makes the employee unable to perform the employee's job.

Because of any qualifying exigency arising out of the fact that the employee's spouse, son, daughter, or parent is a covered military member on active duty (or has been notified of an impending call or order to active duty) in support of a contingency operation.

To care for a covered service member with a serious injury or illness if the employee is the spouse, son, daughter, parent, or next of kin of the service member.

ADVANCE NOTICE AND MEDICAL CERTIFICATION –

The employee is required to provide advanced leave notice and medical certification should a FMLA leave be desired by the employee. A FMLA leave may be denied if notice and certification requirements are not met. The employee must ordinarily provide thirty (30) days advance notice when the leave is "foreseeable". If thirty (30) days' notice is not practical taking into account all of the facts and circumstances in the individual case, then notice must be given within one (1) or two (2) business days of when the need for leave becomes known to the employee.

Leave requests must be in writing where practical and must set forth the reasons, anticipated duration, and anticipated start of the leave with medical certification attached.

Medical treatment must be scheduled so as to minimize loss of work time. Appointments scheduled during work hours must have written verification from the provider of the health care service that such provider does not offer appointment hours which do not conflict with the employee's shift hours and does not offer Saturday hours.

JOB BENEFITS -

For the duration of FMLA leave, health insurance coverage will be maintained.

Employees will be returned to their original position (per the CBA) upon return from the FMLA leave.

Employee paid time off such as sick days, personal business days, wildcard days, and vacation time will be charged for FMLA leave time pursuant to the employer's statutory option. No unpaid FMLA leave will be granted until all paid time off to which the employee is entitled is exhausted.

ATTENDANCE RULES -

Absences permitted by the FMLA will not be counted under the attendance policy as absence incidents.

NOTICE OF EMPLOYER EXPECTATIONS AND OBLIGATIONS OF EMPLOYEE –

Paid and unpaid leave pursuant to the FMLA will be counted against the employee's FMLA entitlement of twelve (12) weeks per rolling twelve (12) month period.

If the employee has an obligation to pay part of the employee's health care premiums as of the time of the FMLA leave, the employee must make provisions with the Accounting Department to continue such payments during the leave.

An employee must furnish to the employer medical certification of necessity for the leave within fifteen (15) days on any request for FMLA leave. If the medical certification is found to be incomplete the employee will be provided a reasonable opportunity to cure such deficiency. In the case of foreseeable leave, failure to provide medical certification will cause the leave to be denied until the required certification is provided. When the need for FMLA is not foreseeable, certification must be provided at least fifteen (15) calendar days after the employee gives notice of the need for the leave, or as soon as practical under the facts and circumstances requiring the leave.

Upon return to work the employee will be required to submit a fitness for duty certification on the same basis as exists under current return from medical absences.

If an employee is designated as a "key employee", the employee will be so advised at the time the FMLA leave is requested. The DMS upon determination that substantial and grievous economic injury to the operations of the DMS will occur, reinstatement of such key employee may be denied. Adverse effects on health care entitlement may also occur.

Should an employee on an FMLA leave decide not to return to work, the DMS is entitled to recover its share of health plan premiums paid by the DMS during such a period of FMLA leave subject to certain exceptions.

ASSISTANCE -

Human Resources will answer questions regarding the FMLA rights and assist an employee requesting FMLA Leave with specific details, forms, FMLA fact sheets, detailed expectations and obligations of the employee and explain any consequences of a failure to meet these obligations.

ARTICLE 22: LABOR MANAGEMENT COMMITTEE

SEC. 1 The Union and DMS agree to create a Labor-Management Committee (COMMITTEE) for Operations problem solving. The COMMITTEE may also consider medical insurance carrier choices which do not increase DMS costs or will be at employee expense. The COMMITTEE will be implemented on a trial basis and may be discontinued by written notice at any time by either party to the opposite party.

SEC. 2 The purpose of the COMMITTEE is to bring labor and management together for the purpose of exchanging ideas, answering questions and solving COMMITTEE identified Power House and other Department operating problems including creating efficiencies to improve the competitiveness of DMS in expectation of De-Regulation of the Electrical Power Industry. The COMMITTEE is not a forum for finger pointing or assessing blame and shall not replace either the Safety Committee or Grievance Procedure of the Collective Bargaining Agreement.

SEC. 3 The COMMITTEE will meet monthly on the second (Tuesday) of each month and all meetings will be held pursuant to an agenda. The Union and the DMS will be in charge of the agenda for alternate months. The party responsible for the agenda will submit a copy of the agenda to the opposing party at least seven (7) work days prior to the meeting. Meetings will be held unless the party whose agenda turn it is, provides notice that the meeting for that month is waived or fails to submit a timely agenda without waiver by the opposite party. The purpose of advance submitting of an Agenda is to permit each party to be prepared to discuss the subject of the meeting.

SEC. 4 COMMITTEE membership will consist of two (2) employee members appointed by the Union, not including an IBEW Local #17 representative who shall also participate, and two (2) members of management, not including the General Manager, who shall also participate. If either the Union or the Company fails to provide an agenda for a meeting for which it is responsible no meeting will be held that month, but the meetings will continue with the next month with the party with agenda responsibility providing the agenda.

SEC. 5 It is the expectation of the Union and DMS that COMMITTEE recommendations, if any, shall be unanimous but shall not constitute binding precedent unless reduced to writing and signed as a Letter of Understanding or an Amendment to the Collective Bargaining Agreement. COMMITTEE recommendations or discussions shall be considered privileged and shall not be used by either party in any Arbitration proceeding.

SEC. 6 Meetings will be scheduled to last one (1) hour but may, upon mutual agreement, last longer than one (1) hour.

ARTICLE 23: DEFINED BENEFIT PENSION AND DEFINED CONTRIBUTION PLANS

SEC. 1 All employees eligible for pension who contemplate retirement are requested to provide a minimum of ninety (90) days' notice of their expected retirement date to their supervisor. Defined Benefit and Defined Contribution Employees, otherwise eligible for retirement within ninety (90) days, will, upon written request directed to the General Manager, receive an estimated benefit calculation within forty-five (45) days of request with the understanding that the number provided will only be an estimate.

Employees will receive their first retirement check within sixty (60) days of the first day of retirement.

SEC. 2 Defined Benefit Pension Retirees (Employees hired prior to October 1, 2006) - The Commission will provide a "Pop Up" provision to provide that upon death of the spouse of a covered employee after the employee's retirement has commenced, an employee's defined benefit pension shall become re-calculated so as to be paid without spousal reduction; provided the employee gives notice to the retirement system and the calculation is not retroactive.

SEC. 3 Defined Benefit Pension Retirees (Employees hired prior to October 1, 2006) - The pension multiplier will be 1.7 for retirements on or before December 31, 2021. The multiplier will be reduced to a 1.5 multiplier for years of service after December 31, 2021. The calculation of final average compensation remains unchanged; the same final average compensation shall be used for each multiplier factor.

SEC. 4 Defined Contribution Plan for Retirees (For Employees hired on or after October 1, 2006) – Employees hired on or after October 1, 2006 shall be enrolled in the City Defined Contribution plan and shall not be eligible for the DMS/City Defined Benefit plan. Persons in the Defined Benefit plan who have voluntarily converted to the Defined Contribution plan may not return to the Defined Benefit plan. Employee/DMS contribution rates shall be the same as Employee/City contribution rates in the City Defined Contribution plan. Vesting for DMS participants in the City Defined Contribution plan shall be the same as for City participants. Effective October 1, 2026, the Employee contribution rate to the defined contribution plan shall increase to 6% of base wages and the Employer contribution rate to the defined contribution plan shall increase to 12% of base wages.

ARTICLE 24: LETTERS OF UNDERSTANDING AND LETTERS OF INTENT

SEC. 1 Letter of Intent - Call Out:

If an employee who is called out makes himself/herself available for two (2) hours and forty minutes on time and a half days, and two (2) hours on double time days, and accepts additional calls within the cited times of availability; he/she shall be compensated according to the terms of the contract.

If the employee fails to make themselves available for the full period cited above, they shall be compensated only for the actual time of the call and the premium in effect.

SEC. 2 Cable TV Customer Servicemen and Installers may carry C.L.I. leakage detectors into homes and then repair specific, individual leaks as needed. The C.L.I. program, as described, does not replace the quarterly Ride-Outs and Quarterly System Repairs already in place which will be performed by Maintenance Technicians. Customer service personnel shall be cross trained to perform and will be expected to perform turn on cuts and metering functions on all utilities.

SEC. 3 Office Department employees on the payroll on October 1, 2009 will remain in the bargaining unit until quit, retirement or acceptance of a position outside of the Office Department.

ARTICLE 25: TUITION ASSISTANCE

SEC. 1 DMS may, in its discretion, from time to time, offer educational assistance to employees attending accredited, and DMS approved, educational institutions for DMS approved courses subject to the following terms and conditions:

- (A) Employee application to DMS must submit a signed written request for a loan to DMS Administration at least two (2) weeks prior to the beginning of classes. Administration will process the assistance request and either approve or deny the request in its discretion.

Courses required in a degree awarding course of study previously approved by DMS will be deemed acceptable to DMS.

- (B) The course or training must be at an accredited college, university or other institution of higher learning relating directly to an Employee's current job

responsibilities or a specific job the employee would like to perform at the DMS's facilities. Correspondence and Internet courses do not qualify, unless previously approved by Management Education Committee.

- (C) Upon completion of the course, the Employee must submit proof of satisfactory completion to the General Manager. Satisfactory completion means a "C" grade or higher in a letter grading system or 2.0 or higher on a 4.0 grading system or a "pass" in a pass/fail system.
- (D) Upon assistance request approval, the Employer will assist the Employee with up to a maximum of \$2,000.00 per year. Included in the \$2,000.00 maximum assistance for which assistance approval may be granted is tuition and required textbooks and lab fees. The assistance will be forgiven after twenty-four (24) months following receipt of the assistance for Employees remaining continuously employed as full-time Employees. Employees leaving the employment of the DMS prior to the end of the twenty-four (24) months must repay DMS the full amount of the assistance. Employees will submit proof of payment for reimbursement as receipt.
- (E) The employee shall be responsible for the initial payment of educational costs. Reimbursement from DMS will be upon presentation of documentation supporting a passing grade.

ARTICLE 26: TWELVE (12) HOUR SHIFTS

Twelve (12) hour shifts may be established by the Department for the Power Plant and the Water Filter Plant only.

The twelve (12) hour shift work week will be from Monday to Sunday.

Starting and quitting time shall be two shifts, 6 AM to 6 PM and 6 PM to 6 AM.

See attached appendix A for the twelve (12) hour shift schedule.

An employee on a twelve (12) hours shift will be paid a shift premium of One Dollar, Eighty Cents Per Hour (\$1.80) in addition to his base rate on a scheduled shift starting between 6 PM and 6 AM.

Consecutive hours worked by an employee on twelve (12) hour shifts, on a regularly scheduled day and in excess of twelve (12) hours shall be paid at time and one-half.

Hours worked on any scheduled off shift will be compensated at the following premium rates:

- a) Hours worked on the first (1st) scheduled off day – One and one-half (1/2) time.
- b) Hours worked on the second (2nd), fourth (4th) and sixth (6th) scheduled off shift – double time.

Hours worked on a twelve (12) hour shift except Sunday will only be paid double time if the previous day at time and one-half (1/2) is offered and worked. If an employee is scheduled to work a consecutive time and one-half (1/2) day and a double time day, the employee must work the time and one-half (1/2) day in order to get paid double time on the double time day. Hours worked on a scheduled or "called in" double time day for the twelve (12) hour shifts shall be paid at the double time rate.

When an employee successfully bids to another job and cannot be immediately assigned to the new classification for reasons of convenience to the Commission, that employee will be allowed to perform in the new classification for a period of twelve (12) hours for the purpose of establishing seniority within the classification.

The employee will then return to his/her former position at his/her former rate whether the rate be higher or lower until he/she is permanently assigned to the new position.

Employees who have completed at least one (1) year of continuous employment are entitled to eighty (80) vacation hours to be taken in the following year to be taken in twelve (12) hour increments.

Sections 3b, 3c, 3d, 3e, 3f would be modified to indicate hours as was done above.

Vacation time shall not be allowed to accumulate from one year to another except if the vacation hours are less than twelve (12). Hours less than twelve (12) may be banked and used within the first ninety (90) days of the following year or they will be cashed out. Vacation periods shall be taken on consecutive days unless the Commission and the Union agree on a different division of the vacation time.

Between June 1st and August 31st of any calendar year, if individuals in the Power Plant Operations Group wish to include "and off days" with their vacation, they must schedule two (2) regular vacation days with their vacation. Individuals in the above group who wish to schedule vacation between Christmas and New Year's must have the off man agree in writing to work the scheduled days off.

After one year of service has been completed, each employee shall be eligible to receive ninety-six (96) working hours of sick leave with regular pay. (Prior to one (1) year of service, the principles of Article 13, Section 1(A) shall apply). At the end of the fiscal year in which

the employee completes one year of service, he/she shall be credited with additional hours of sick leave at the rate of eight (8) hours per month from his/her anniversary date to the end of the fiscal year, and shall be eligible to receive ninety-six (96) working hours of sick leave with a regular pay accumulative for each fiscal year thereafter, to a maximum accumulation of eight hundred (800) hours. Persons credited with over eight hundred (800) working hours as of September 30, 1995 shall retain such numbers in excess of eight hundred (800) hours in their bank but will not earn sick hours until that person's balance falls below eight hundred (800) hours whereupon the eight hundred (800) hour cap will apply.

Employees on extended illness exceeding two-hundred forty (240) working hours who have used all accumulated sick leave will be allowed to use earned sick leave hours which normally would not be available until after the end of the fiscal year.

The ninety-six (96) sick hours leave an employee normally becomes entitled to on October 1st of any year will be reduced one-twelfth (1/12) for each full month of continuous absence, excluding personal disability absences, in that year.

Any employee who is absent five shifts in a single fiscal year and fails to provide documentation for such absence will suffer loss of the shift's pay for the sixth (6th) through the twelfth (12th) undocumented shift absence. The thirteenth (13th) shift of undocumented absence within a fiscal year will result in a three-shift suspension (including the undocumented day). The fourteenth (14th) undocumented shift in a twenty-four (24) month period will result in the employee being dismissed.

If it is necessary for an employee to be absent because of serious injury to a member of his immediate family, the employee shall be allowed a period of no more than twenty-four (24) hours per fiscal year. The time lost shall be deducted from employee sick leave accumulation.

For a period of three-hundred sixty (360) working hours, the Commission will supplement Worker's Disability Compensation Payments so that the employee will receive no less than the base wage shown in Article 30 for the employee's classification effective on the date of the injury. When three-hundred sixty (360) working hours have elapsed, the Commission will compensate the employee to the Article 30 rate by supplementing Workers Disability Compensation with the employee's sick leave bank or vacation hours in that order.

An employee may request up to thirty-six (36) hours of his scheduled workdays off per year at his straight time rate for important personal business which cannot be taken care outside of the employee's scheduled working hours. Such time will be taken in minimum four-hour increments and shall be scheduled in advance at the start or end of a shift.

In case of death in the immediate family, a regular employee may be granted a leave of absence with pay not to exceed thirty-six (36) hours to make arrangements for and to attend the funeral or settle the affairs of the estate. Twelve (12) hours shall be granted for grandparents-in-law of current marriage and for one set of stepparents. Immediate family shall mean the employee's mother, father, father-in-law, mother-in-law, sister, brother, wife, husband, son, daughter, grandfather, grandmother, sister-in-law, brother-in-law, and grandchildren. The Commission will allow the use of vacation or personal time as a supplement. One (1) day shall be granted to the employee to attend a memorial service.

An employee cannot exceed more than thirty-six (36) hours between attending a funeral, the settlement of affairs, and a memorial service.

The first sentence of Article 5 - Sec. 4 is suspended for twelve (12) hour shifts.

If "offsite" training, testing or examinations are required of DMS personnel, the employee shall be required to report back to work if the activity is less than eight hours.

Qualified Power Plant Department Helpers may, at the discretion of the Commission, be upgraded during projected Operator absences of thirty-six (36) hours or more and Maintenance Person absences of forty (40) hours or more.

Addendum to the Overtime Rules for Twelve (12) hour shift workers:

All shift workers are required to notify DMS if they wish to be considered for overtime on their days off by signing the "will work overtime" list to be kept in the control room. An employee's failure to indicate whether or not the employee desires to work overtime on his/her days off will constitute refusal of overtime and he/she will be charged the refused overtime hours worked. Overtime will be offered to the low eligible, "off day" employee on the "Will work overtime" list who normally performs such work by classification.

Following a call to the qualified, eligible, low-overtime, off-day Employee, overtime will be offered to those signed up on the "Will work Overtime List" as follows:

1. The eligible, low overtime employee in the classification.
2. The next eligible, low overtime, and qualified employee in the prevailing classification.
3. All other eligible and qualified employees.
4. The eligible low overtime employee in the classification at work is stuck.

5. The qualified eligible low overtime employee at work is stuck. Any employee on disability absence shall work a regular workday before becoming eligible for overtime.

The "will work overtime" list will function as follows:

1. One (1) individual who is qualified to work as a #1 Operator must be listed. If no qualified #1 Operator signs up, the low #1 Operator will be assigned to the "will work overtime" list unless a qualified #3 Operator who can "work up" is on the list.
2. One individual who is qualified to work as a #3 Operator must be listed. If no qualified #3 Operator signs up, the low #3 Operator will be assigned to the "will work overtime" list unless there are one qualified #1 operator or a qualified Power Plant Trainee who can "work up" on the list.
3. One individual who is qualified to work as a Power Plant Trainee must be listed. If no qualified Power Plant Trainee signs up, the low Power Plant Trainee will be assigned to the "will work overtime" list unless there is a qualified Department Helper on the list.

ARTICLE 27: LINEMAN APPRENTICESHIP PROGRAM

SEC. 1 Once a list of bidders has been obtained via the bidding process, the first eligible bidder via Article 11, Sec. 2, shall be interviewed by a panel consisting of the Local #17 Business Agent, Electrical Department Line Steward, T&D Superintendent, and the T&D Supervisor.

SEC. 2 The panel will interview the potential candidate and question him/her to ascertain the candidate's ability and determination to become a journeyman lineman. In addition, the interview panel will also review the requirements of the apprentice lineman position, the educational requirements, discuss the demanding nature of the position, detail the climbing school requirements, review "what if" scenarios via the May 17, 1996 and March 27, 1998 Letters of Understanding and explain biannual evaluation periods with the candidate.

SEC. 3 At the end of the interview, should the first potential candidate withdraw their bid or the panel determines the potential candidate does not meet the minimum requirements of the job description; the next potential candidate on the list will be interviewed, etc.... Once the panel accepts a potential candidate, the potential candidate will be required to sign a letter of acknowledgment stating he/she has received a thorough explanation of the items listed above in Sec. 2.

SEC. 4 The potential candidate will then be scheduled for a lineman physical at Employee Health Services. Upon passing the physical, the bid will be awarded via posting and management will coordinate the starting date and the seniority date of the apprenticeship to begin approximately a week before the ALABAT apprentice climbing school. Should the employee back out of the apprenticeship prior to the climbing school or fail to pass the climbing school, they will be immediately returned to their previous classification via Article XI, Sec. 4 and the May 17, 1996 Letter of Understanding regarding apprentice lineman.

SEC. 5 Should the apprentice position become vacant during the first six-month interval of the apprenticeship for whatever reason, the next bidder on the original bid list will be given first consideration to interview, should management opt to continue the apprentice program. Should the apprentice position become vacant after the first six-month interval of the apprenticeship for whatever reason and management opts to continue the apprentice program, a new bid list will be procured via the bidding procedure.

SEC. 6 Labor and Management will exchange all information regarding the apprentices' grades and evaluation reports, 2 – 3 weeks before the end of an evaluation period. This will be done so both parties can do a complete review of the apprentices' prior six-month performance. Management will discuss the performance of the apprentice with the Union prior to approving or disapproving promotion to the next level and also with the apprentice, so he/she may have a complete understanding of any concerns, and receive instruction to remedy the named concerns.

SEC. 7 Should any problems or safety concerns arise at any time during the apprenticeship, the interview panel and the Crew Foreman and/or Leader may meet to discuss the issues at hand.

ARTICLE 28: DRUG AND ALCOHOL TESTING

SEC. 1 DMS agrees that random drug tests provided for in the Drug & Alcohol Policy, other than for persons subject to a Last Chance Agreement (LCA) or who have previously tested positive for drugs or alcohol in the immediately preceding two (2) years, will be limited to incidents pursuant to the guidelines of the Michigan Department of Transportation (MDOT) rules for persons required to have a Commercial Driver's License.

SEC. 2 DMS agrees that bargaining unit persons, with no prior positive drug or alcohol test findings, who test positive for drugs or alcohol, will be offered a LCA, which agreement shall provide at a minimum, as follows:

- A. Entry into a DMS approved rehabilitation program within twenty-four (24) hours of notification of the positive test result.

- B. Written acknowledgment by the person that entry and participation in the rehabilitation program:
 - a. Does not grant any employee a license to violate DMS policies or shield such employee from disciplinary action for such violations.
 - b. Requires the employee to successfully complete the rehabilitation program which includes but is not limited to cooperation with treatment program personnel. Successful completion of the rehabilitation program must be evidenced by a letter from program that participant attended, participated in a cooperative manner with the treating personnel and has fulfilled all the requirements of the rehabilitation program.
 - c. All costs associated with the approved rehabilitation treatment program not covered by DMS insurance are the responsibility of the employee. While participating in the program the employee may use accrued but unused sick and vacation time.
 - d. Acknowledgment that the employee understands that such employee cannot return to work until such employee successfully completes the rehabilitation program and the expiration of a minimum of thirty (30) consecutive calendar days to run concurrently with the rehabilitation program.
 - e. Acknowledgment that failure to successfully complete the program will result in immediate discharge for DMS employment.
- C. Upon successful completion of a DMS approved rehabilitation program the completing employee shall be subject to follow up testing for drugs/alcohol when and as ordered by DMS for twenty-four (24) months following successful completion of the DMS approved rehabilitation program.

SEC. 3 The Union agrees that a positive drug or alcohol finding merits discharge as a penalty for persons refusing a LCA or who violate the DMS Drug & Alcohol Policy.

ARTICLE 29: DURATION and Ratification Bonus

SEC. 1 The terms and conditions of this Agreement shall continue in full force and effect for a period of approximately three (3) years beginning January 1, 2025 and ending December 31, 2027. The Contract shall continue in full force and effect from year to year thereafter, unless, at least sixty (60) days before the termination date set forth above, either party notifies the other in writing of its desire to terminate, amend or supplement the Agreement.

SEC. 2 The employer will pay each bargaining unit member a ratification bonus of Seven Hundred Dollars (\$700.00) on the condition that the Union ratifies this Tentative

Agreement by Noon on December 4, 2024. If the Union does not provide written notice of ratification to the employer by Noon on December 4, 2024, then the conditional ratification bonus shall expire.

SEC. 3 This Agreement was negotiated by the following listed representatives:

Department of Municipal Services

Paul LaManes
Justin Ptak
Ryan Fantuzzi
Anne Goudy
Rob Haggerty
Jim Skarzynski
Jon Angeles

Local #17

Jamie Shaw
Jeff Mitchell
Chris Jenkins
Ken Schroeder
Frank Pizzo
Mike Dunn

It is understood and agreed that this Agreement supersedes, as of the date of this Agreement all other Agreements between the parties.

LOCAL UNION NO. 17 – International Brotherhood of Electrical Workers, AFL-CIO

Jamie Shaw, Business Manager
and Financial Secretary

Jeff Mitchell,
Assistant Business Manager

City of Wyandotte – Department of Municipal Services

Bryan Hughes, President -
Municipal Service Commission

Paul L. LaManes, General Manager

ARTICLE 30 – CLASSIFICATIONS, DEPARTMENTS AND RATES OF PAY

Wyandotte Municipal Services								
Classifications, Departments and Rates of Pay								
Electric Department - POWER PLANT								
						Effective	Effective	Effective
						1/1/2025	1/1/2026	1/1/2027
Group 1 - Operations:								
Operator No. 1						45.15	46.50	47.90
Operator No. 1A						45.15	46.50	47.90
Operator No. 2A						40.16	41.36	42.60
Operator No. 3A						36.91	38.02	39.16
Operator No. 4A						33.84	34.85	35.90
Power Plant Trainee:								
Entry Level-1 Year						26.72	27.52	28.35
Group 2 - Maintenance:								
Electrical Leader						45.29	46.65	48.05
MM #1 Electrician & Electronic Instrument Control Person						41.37	42.62	43.89
Maint. Person #3 & Welder						36.16	37.25	38.37
Maint. Person #4						35.00	36.05	37.13
Apprentice Electrician & Electronic Instrument Control Person:								
1st 6 Months						30.51	31.43	32.37
2nd 6 Months						31.26	32.20	33.17
3rd 6 Months						32.74	33.72	34.73
4th 6 Months						33.49	34.49	35.53
5th 6 Months						34.98	36.03	37.11
6th 6 Months						36.47	37.56	38.69
7th 6 Months						37.20	38.32	39.47
8th 6 Months						37.95	39.09	40.27
Group 3 - Fuel Supply:								
Maint. Person #5						31.93	32.89	33.87
Department Helper:								
Entry Level						21.28	21.92	22.57
with CDL-A						26.11	26.89	27.70

Wyandotte Municipal Services					
Classifications, Departments and Rates of Pay					
Electric Department - ELECTRIC DISTRIBUTION DEPARTMENT					
			Effective	Effective	Effective
			1/1/2025	1/1/2026	1/1/2027
Group 1:					
Line Crew Foreman			58.05	59.79	61.59
Crew Leader			56.86	58.56	60.32
Lineman (Climber)			53.61	55.22	56.88
Lineman (Non-Climber)			46.54	47.93	49.37
Cable Splice			44.12	45.44	46.80
Apprentice Lineman:					
1st 6 Months			35.04	36.09	37.17
2nd 6 Months			36.54	37.64	38.76
3rd 6 Months			38.02	39.16	40.33
4th 6 Months			39.52	40.70	41.92
5th 6 Months			40.25	41.46	42.71
6th 6 Months			40.99	42.22	43.49
7th 6 Months			41.73	42.98	44.27
8th 6 Months			42.48	43.75	45.07
Group 2:					
Customer Service Person #1			36.16	37.24	38.36
Customer Service Person #2:					
Entry Level			30.51	31.43	32.37
6 Months			31.26	32.20	33.17
9 Months			32.37	33.34	34.34
1 Year			33.64	34.65	35.69
Group 3:					
Meter Person #1			30.70	31.62	32.57
Group 4:					
Stores Dept. Helper			26.63	27.43	28.25
Group 5:					
Department Helper:					
Entry Level			21.28	21.92	22.57
with CDL-A			26.11	26.89	27.70

Wyandotte Municipal Services					
Classifications, Departments and Rates of Pay					
Electric Department - WATER					
			Effective	Effective	Effective
			1/1/2025	1/1/2026	1/1/2027
Group 1:					
Maint. Person #1			36.16	37.25	38.37
Customer Service Maint. Person #1			36.16	37.25	38.37
Customer Service Maint. Person #2:					
Entry Level			27.19	28.01	28.85
6 Months			27.93	28.77	29.63
9 Months			28.59	29.45	30.34
1 Year			29.39	30.28	31.18
Maint. Person #2 & Equip Operator			32.75	33.73	34.75
Group 2:					
Filter Plant Maint. Person #1			36.16	37.25	38.37
Filter Plant Operator			33.06	34.05	35.07
Department Helper:					
Entry Level			21.28	21.92	22.57
upon receiving F-4			26.11	26.89	27.70
Group 3:					
Department Helper:					
Entry Level			21.28	21.92	22.57
with CDL-A			26.11	26.89	27.70

Wyandotte Municipal Services					
Classifications, Departments and Rates of Pay					
Electric Department - CATV					
			Effective	Effective	Effective
			1/1/2025	1/1/2026	1/1/2027
Group 1:					
Maintenance Technicians:					
Entry Level			28.52	29.38	30.26
6 Months			29.28	30.16	31.07
9 Months			29.65	30.54	31.46
1 Year			31.23	32.16	33.13
Group 2:					
CATV Service/Fiber Optic Service Technicians:					
Entry Level			24.82	25.57	26.33
6 Months			25.60	26.36	27.15
9 Months			25.96	26.73	27.54
1 Year			27.67	28.50	29.35
Group 3:					
CATV Service Technicians:					
Entry Level			23.80	24.51	25.25
6 Months			24.56	25.30	26.06
9 Months			24.93	25.68	26.45
1 Year			26.64	27.44	28.26

NOTES TO WAGE SCHEDULE:

All wage rates shall be minimum wage rates, the Employer can pay more in its discretion but not less unless less is approved by the Union in writing. This note does not approve individual merit increases.

All classification wage progression from entry to top rate shall be based on two thousand eighty (2,080) hours actually worked annual increments.

APPENDIX A TWELVE (12) HOUR SHIFT SCHEDULE

	S M T W T F S							S M T W T F S							S M T W T F S						
SHIFT1	D	X	N	N	N	X	X	X	D	D	D	X	X	X	X	D	D	X	X	D	D
SHIFT2	N	N	X	X	X	D	D	D	X	N	N	N	X	X	X	X	N	N	N	N	N
SHIFT3	X	X	X	X	X	N	N	N	X	X	D	D	X	X	X	X	D	D	X	X	X
SHIFT4	X	D	D	D	X	X	X	X	X	X	X	X	D	D	X	D	X	N	N	X	X
OCT.		1	2	3	4	5	6			7	8	9	10	11	12	13					
OCT.	28	29	30	31													14	15	16	17	18
NOV.					1	2	3			4	5	6	7	8	9	10					
NOV.	25	26	27	28	29	30											11	12	13	14	15
DEC.							1			2	3	4	5	6	7	8					
DEC.	23	24	25	26	27	28	29	30	31								9	10	11	12	13
JAN.										1	2	3	4	5			6	7	8	9	10
JAN.	20	21	22	23	24	25	26			27	28	29	30	31							
FEB															1	2	3	4	5	6	7
FEB	17	18	19	20	21	22	23			24	25	26	27	28							
MAR															1	2	3	4	5	6	7
MAR	17	18	19	20	21	22	23			24	25	26	27	28	29	30	31				
APR.																					
APR.	14	15	16	17	18	19	20			21	22	23	24	25	26	27	28	29	30		
MAY																	1	2	3	4	5
MAY	12	13	14	15	16	17	18			19	20	21	22	23	24	25	26	27	28	29	30
JUNE																					
JUNE	9	10	11	12	13	14	15			16	17	18	19	20	21	22	23	24	25	26	27
JULY																					
JULY	7	8	9	10	11	12	13			14	15	16	17	18	19	20	21	22	23	24	25
AUG.																					
AUG.	4	5	6	7	8	9	10			11	12	13	14	15	16	17	18	19	20	21	22
SEPT.																					
SEPT.	1	2	3	4	5	6	7			8	9	10	11	12	13	14	15	16	17	18	19
SEPT.	29	30																			
OCT.										1	2	3	4	5			6	7	8	9	10
OCT.	27	28	29	30	31																