

AGREEMENT

CITY OF ESCANABA

AND

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LOCAL 876, INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

March 1, 2018 to June 30, 2020

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## AGREEMENT

### ARTICLE 1

This agreement made and entered into on this 1st day of March, 2018, between the City of Escanaba (hereinafter referred to as the "EMPLOYER") and Local 876, International Brotherhood of Electrical Workers (hereinafter referred to as the "UNION").

(NOTE: The headings used in this Agreement and exhibits neither add to nor subtract from the meaning, but are for reference only.)

### PURPOSE AND INTENT

The general purpose of this Agreement is to set forth terms and conditions of employment and to promote orderly and peaceful labor relations for the mutual interest of the Employer, the Employees and the Union.

The parties recognize that the interest of the community and the job security of the employees depend upon the Employer's success in establishing efficient, economical service to the community.

To these ends, the Employer and the Union encourage to the fullest degree, friendly and cooperative relations between the respective representatives at all levels and among all employees.

### ARTICLE 2

#### RECOGNITION - EMPLOYEES COVERED

Michigan PA 349 of 2012 has invalidated certain of the provisions set forth herein. The clauses set forth below regarding Union security and other matters and which have been rendered illegal shall not be deemed contractually required.

- (a) Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of Michigan of 1965, as amended (otherwise referred to as the Public Employee's Relations Act of 1965), the Employer does hereby recognize the Union as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment covered by this Agreement for the term of the Agreement for all employees of the Employer as described herein.
- (b) The bargaining unit covered by this Agreement is hereby set forth as all employees of the Escanaba Municipal Electric Department, but excepting from the bargaining unit supervisory, Electric Superintendent, and Electric Engineer.
- (c) The above recognition clause shall be construed to apply to employees and not to work. The City shall have the right to sub-contract and contract out work only when it will not result in lost time for department personnel.

- (d) The Union shall be responsible for furnishing the City with a list of stewards and the names of the bargaining committee and the City will deal only with the representatives as designated on the list in all matters covered by this Agreement. The Union shall furnish a new list of authorized representatives every time the representation is changed.

### **ARTICLE 3**

#### **RESPONSIBILITY AND RIGHTS**

- (a) It is the intent of the parties to bind the Union and all local and international officers and representatives of the Union, and all employees as defined in Article 2 hereof, and the City, its officers and representatives to observe and adhere to the terms of this contract.
- (b) The Union enters into this Agreement with the objective of achieving the highest level of employee performance and efficiency consistent with safety, good health, and sustained effort, and agrees that the Union, its agents and members will not take, authorize or condone any action which interferes with the attainment of such objective.
- (c) The City will not interfere with the rights of its employees to become members of the Union. There shall be no discrimination, interference, restraint or coercion by the City or any of its agents against any employee because of membership in the Union. The Union agrees that neither it, nor any of its officers or members, will illegally engage in any Union activity on City time, or on property of the City, in any manner which shall interfere or tend to interfere with the City's operations.
- (d) Except to the extent expressly abridged by a specific provision of this Agreement, the City reserves and retains, solely and exclusively, all of its Common Law rights to manage the business, as such rights existed prior to the execution of this, or any other previous agreement with the Union or any other union. The sole and exclusive rights of management which are not abridged by this Agreement, shall include but are not limited to its rights to determine the existence or non-existence of facts which are the basis of a management decision, to determine prices of services, extent of services and methods of financing, to drop a service, contract a service when such contracting will not result in lost time for departmental personnel, or any part thereof, free of the liabilities of this Agreement; to establish or continue policies, practices and procedures for the conduct of the business, and from time to time, to change or abolish such policies, practices, or procedures; the right to determine and from time to time to redetermine the number, location, relocation and types of its operations and the methods, processes and materials and services to be employed; to discontinue services, processes or operations or to discontinue their performance by employees of the City; to determine the number of hours per day or per week operations shall be carried on; to select and to determine the number and types of employees required; to assign work to such employees in accordance with the requirements determined by management; to establish and change work schedules and assignments; to transfer, promote or demote employees or to lay off, terminate, or otherwise relieve employees from duty for lack of work or other legitimate reasons; to determine the facts relating to lack of work; to make and enforce reasonable rules for the maintenance of discipline; to suspend, discharge, or otherwise discipline employees for cause, and otherwise to take such measures as management may determine to be necessary for the orderly, efficient and economical operation of the City.

- (e) This Agreement does not in any way abridge the right and responsibility of the citizens of Escanaba, acting either through their elected representatives, or as a group, or singularly, from reflecting their will and ideas relative to City policy, administration and financing as set forth in the City Charter and the Michigan Home Rule Act; said rights and responsibilities of the citizens shall not be subordinate to the terms of the Agreement.

#### **ARTICLE 4**

##### **UNION SECURITY**

- (a) Membership in the Union is not compulsory. It is hereby acknowledged that all employees have the right to join and maintain membership in the Union; however, neither party shall discriminate against any employee on the basis of membership or non-membership in the Union.
- (b) ~~Employees who have properly executed written authorization for deduction of union dues, initiation fees or agency fees shall as a condition of continued employment, pay to the Union such initiation fees, regular union dues, or agency fees as may, from time to time, be approved by the membership of the Union. All new employees, who have properly executed written authorization for deduction of union dues, initiation fees or agency fees, hired in classifications covered by the terms and provisions of this Agreement, and within the bargaining unit defined herein, shall commence payment of such fees and/or such dues thirty-one (31) days from the date of employment.~~

#### **ARTICLE 5**

##### **UNION MEMBERSHIP**

- (a) During the period of time covered by this Agreement, the Employer agrees to deduct from the pay of any employee all dues and/or initiation fees of the Union or amounts equivalent thereto, and pay such amounts deducted to said Union, provided, however, that the Union presents to the Employer written authorization signed by such employee allowing such deductions and payments to the local Union.
- (b) The Union will annually furnish the Employer with a list of all Union members and will keep the list updated during the year, as the membership changes.
- (c) The authorized form for payroll deductions will be identical to Addendum #1.
- (d) Any dispute arising as to an employee's membership in the Union shall be reviewed by the designated representative of the Employer and a representative of the local Union, and if not resolved, may be decided at the final step of the grievance procedure.

## ARTICLE 6

### SICK LEAVE, LEAVE OF ABSENCE, EMERGENCY LEAVE, MILITARY LEAVE, JURY DUTY

Article 6 (a-j) applies only to employees hired prior to 10/23/2014 who have not elected to participate in the City's PTO Plan. Employees hired on or after 10/23/2014, and employees hired prior to 10/23/2014 who have elected to participate in the PTO plan, should refer to Article 11.5 below.

- (a) Sick leave will be accrued for all full-time employees at a rate of eight (8) hours per employee, per calendar month, during the term of this Agreement.
- (b) It shall be the responsibility of the Employer to maintain the sick leave records and it shall be the responsibility of the employee to verify their records and notify the City if a discrepancy is noted.
- (c) An employee shall be credited for accrued sick leave on the first day of each month following the date of the commencement of employment; except that no employee may use sick leave until he has been employed for six (6) months.
- (d) Employees retiring from the City's service under the City's retirement plan will be compensated for unused, accumulated sick leave in accordance with the following formula:

All unused sick leave accumulated over and above 720 hours shall be paid at one-half (½) of the employee's hourly rate at the last day worked, not to exceed \$1,500.

- (e) Employees will not qualify for pay for unused sick leave under the following circumstances:
  - (1) Discharge from City employment due to misconduct or malfeasance.
  - (2) Voluntary termination of employment, prior to qualifying under the provisions of the Michigan Employees' Retirement System.
  - (3) Lay off (under the provisions contained herein) before employee qualifies under the Michigan Employees' Retirement System.
- (f) Each department head will be responsible for approving sick leave, and he may do so only for valid reason and after an employee informs him of his intention not to report for work. (Unless the employee is hospitalized, he will be responsible for notifying the department head on the first day of his intended absence. After three days, the employee must furnish doctor's certificate.)
- (g) Each employee will be granted two (2) personal days at the beginning of the fiscal year which can be accumulated to no more than four (4) days total. Advance notice (prior to the day it will be utilized) is not required, but is appropriate as it will assist the department head in his scheduling functions. Notification is required no later than the beginning of the shift that the employee is requesting the leave, except in a rare case when notification is impractical. When notification is not timely, the employee will subsequently be required to provide an explanation for the lack of notice.

The department head is urged to make every effort to allow employees to use the time as requested. However, if the granting of a personal day results in staffing below minimum requirements, the department head should deny the request.

- (h) Funeral leave will be granted in the event of a death in the immediate family; the immediate family being defined as follows: Spouse, Mother and Father of Spouse, Mother and Step-mother of Employee, Father and Step-father of Employee, Children of employee, Step-children of Employee; Brother of Employee, Sister of Employee, Sister-in-Law, Brother-in-Law, Grandmother, Grandfather, Son-in-Law, Daughter-in-Law, and Grandchildren of the Employee.
- (i) Funeral leave will not extend more than four (4) days, including and consecutive with the first day off and including weekend and holidays. Provisions for taking such emergency leave must be approved by the Employee's department head. Funeral leave will not be deducted from an employee's sick leave.
- (j) Time off with pay may be granted by the City Manager for funerals of more distant relatives if the time can be made up at a later date.
- ~~(k) Leave of absence may be obtained with the written permission of the City manager for a period not to exceed one year. The decision will be based on the value of the employee to the City, departmental needs and the purpose of the request.~~
- (l) Limited leave or time off without pay may be granted by the department head if such approval will not impair the efficiency of the department and providing such leave will not exceed 40 working hours.
- (m) Military leave shall be granted according to applicable State and Federal laws.
- (n) National Guard Field Training will be paid at a rate to be computed as follows:

The City will pay the difference between the regular City rate based on a standard 40-hour work week and the amount they receive from their National Guard pay.
- (o) An employee will be excused from work for jury duty and will be compensated at the regular rate of pay less the amount received for serving on the jury for hours spent on jury duty during the employee's regular working hours. The above provision will not be applicable during the times of emergency as may be designated by the department head. The employee may choose to take annual leave if he so desires and retain all of his jury duty pay.

## ARTICLE 7

### SENIORITY

- (a) Seniority shall be defined for the purpose of this Agreement as the net credited service of the employee. Net credited service shall mean continuous employment with the City beginning with the date and hour on which the employee began to work after last being hired, less deductions for leave of absence or unauthorized absences; plus paid sick time, workers compensation time off, plus Armed Forces Service. Employees who transfer into the Unit from other City Departments shall retain seniority for purposes of determining fringe benefit allocations, in which case, all prior seniority will apply.

- (b) New employees will be considered probationary employees for a period of not less than one year from the date of permanent employment. An employee may be terminated at any time during the trial service period by the appointing authority without the right of appeal or a hearing.
- (c) An employee's probation may be extended for another (consecutive) period of six (6) months after review and decision by joint bargaining committee and in such cases the provisions of paragraph (b) above will apply throughout this extended period.
- (d) Employees laid off without misconduct on their part and who make a request in writing within two years after separation from the service shall have their names placed on either or both a general reemployment or departmental reemployment list, depending upon the request. The rank of such employees on the list shall be determined by a combined rating giving equal consideration to efficiency as demonstrated on the job and the length of service with the City. The eligibility of all candidates on reemployment lists shall expire two years from the date of their separation from the service; renewal of reemployment eligibility shall be on a year-to-year basis and must be requested in writing by candidates before expiration of their current eligibility. In cases where an employee is separated because of a job-related disability, and a financial settlement is reached between the City and the disabled employee, that person shall not be eligible for inclusion on any reemployment list.
- (e) Seniority shall be figured on a departmental basis.
- (f) The employer will post departmental seniority lists annually.
- (g) An employee shall lose his seniority for the following reasons only:
  - (1) He quits.
  - (2) He is discharged and the discharge is not reversed through the procedure set forth in this Agreement.
  - (3) He is absent for three (3) consecutive working days without notifying the Employer. The Employer will send written notification to the employee at his last known address that he has lost his seniority and his employment has been terminated. If the disposition made of any such case is not satisfactory, the matter may be referred to the grievance procedure.
  - (4) If he does not return to work when recalled from layoff as set forth in the recall procedure.
- (h) An employee who is injured on duty shall continue to accumulate seniority during his absence due to such injury and shall be reinstated upon recovery to his former position with full seniority rights, provided he is physically qualified to return to work. It is understood that when such an employee returns to work, the regular rules of seniority for layoff, as set forth in ARTICLE 7 above, will prevail for those men below him on the seniority list unless otherwise mutually agreed between the City and the Union.
- (i) Seniority shall be a factor for consideration in selecting an employee for promotion in any department. The other two factors shall be ability and qualifications.
- (j) Employees assigned to vacancies or new positions will be given a reasonable opportunity, not to exceed six (6) months, to demonstrate their qualifications and ability to fill such vacancies or



positions. If the employee is unable to qualify for the new position, he shall be returned to his original classification with no loss of seniority in the original classification.

## ARTICLE 8

### GRIEVANCE PROCEDURES

- (a) Grievances within the meaning of the grievance procedure and of this arbitration clause shall consist only of disputes about the interpretation or application of particular clauses of this Agreement and under no circumstances will grievances be brought up as matters for negotiation.
- (b) Step 1. - Any employee who believes he has suffered a grievance shall, with his steward, discuss the matter with his Department Head within ten (10) calendar days of the date that the grievant either knew of the dispute, or should have known of the dispute, in an attempt to arrive at a satisfactory settlement. ~~Within ten (10) calendar days thereafter, the Department Head shall advise the employee of his decision.~~
- (c) Step 2. - If no satisfactory settlement is reached at Step 1, the grievance shall be reduced to writing, in duplicate, and signed by the employee and his steward and both copies shall be presented by the steward to the Department Head within ten (10) calendar days of having received the Department Head's decision under Step 1 above. If no agreement is reached by the parties, the Employer shall advise the Union and the aggrieved employee, in writing, as to the position of the Employer within ten (10) calendar days of having received the written grievance.
- (d) Step 3. - Within seventeen (17) calendar days of the Employer advising the Union that the matter cannot be resolved as described above, either party shall have the right to request, in writing, binding arbitration. Either party may ask the Michigan Employment Relations Commission to submit a list of persons eligible to serve as arbitrators. If, within ten (10) calendar days from the receipt of the list, the parties have not agreed on a single arbitrator, such arbitrator shall be appointed by the Michigan Employment Relations Commission. In rendering a decision, the arbitrator will confine him or herself to the terms and conditions delineated in the Agreement. The rules of the Michigan Employment Relations Commission shall prevail in the proceedings.
- (e) Each party will bear the expense of its representative. The expense of the arbitration shall be equally divided between the Union and the Employer. There shall be no suspension or refusal to handle work during the negotiations or arbitration.
- (f) By mutual agreement, mediation may be utilized as an intermediate step towards grievance resolution.

## ARTICLE 9

### WAGES AND PAY DAYS

- (a) Annual increments shall take effect on the first day of each fiscal year. Apprentices shall be paid according to a 7 step pay scale, with wage steps established in 1,000 hour increments (see addendum #2). For purposes of determining progression through the Apprentice pay scale, applicable hours shall be those qualifying hours reported to the Department Head from the respective apprenticeship program. Hours which do not qualify as part of an apprenticeship program are not included in the hours required to advance to a higher step on the Apprentice wage scale. The City shall waive the six month waiting period requirement for annual increment payments in the case of transfers and promotions.

A member of the bargaining unit who is promoted from a position, to which wage steps are assigned, to a position which has an equivalent number of wage steps, shall retain the wage step he or she held in the preceding position.

In the event of a promotion where the two positions in question do not have an equivalent number of wage steps, an employee shall ascend to the next available step which provides a wage increase. An employee promoted from a position to which there are no wage steps assigned shall be paid at the top step of the succeeding position.

- (b) Upon completion of the approved apprenticeship, of which at least half of this time was completed at the City of Escanaba Electric Department, a journeyman examination shall be given to the applicant. If he passes this examination with a score of 85% or better, he will automatically be moved to the top journeyman rate.
- (c) The journeyman lineman's classification will consist of two (2) steps. The lower of the two journeyman steps will be used for journeymen new to the City's distribution system and those apprentices writing examinations of between 70% and 85%. A Journeyman, who has successfully completed his or her 1 year probationary period, shall advance to the top step of the Journeyman pay scale, such advancement to become effective on the anniversary date of one's first year of employment.
- (d) Apprentice linemen who fail the journeyman examination must wait at least six months before retaking the examination and an apprentice who fails the journeyman examination two consecutive times shall continue further employment at the discretion of the Superintendent of the Electric Department.
- (e) The Line Foreman classification will consist of two (2) classifications (See Addendum #2 for Foreman and Temporary Foreman). The lower classification of Line Foreman will be used for the Temporary Foreman scale and such rate shall be paid for all hours for which an employee has been assigned to this classification.
- (f) See Addendum #2 for pay rates and increment steps.
- (g) The pay rates under this Agreement will be effective March 1, 2018, and will be paid in pay periods at the two-week intervals.



## ARTICLE 10

### HOLIDAY PAY

(a) Holidays Defined:

- (1) Full Holiday. When used herein, the term "full holiday" shall mean a full 24 hours, commencing at 12:00 midnight of the eve of the holiday and ending at 12:00 midnight of the night of the holiday.
- (2) Half Holiday. When used herein, the term "half holiday" shall mean a period of 12 hours commencing at 11:30 a.m. of the holiday and ending at 11:30 p.m. on the night of the holiday. Scheduled work time on a half holiday would be four (4) hours, 7:30 a.m. to 11:30 a.m.

- (b) Employees shall receive no pay for holidays unless they work their scheduled work days preceding and succeeding such holiday providing, however, that if either of these two days is vacation time, sick leave, or an excused absence, it shall be excepted.

All hourly employees shall be entitled to pay for holidays subject to the conditions contained herein.

- (c) The following holidays will be recognized:

Full Holiday:

New Year's Day  
President's Day  
Memorial Day  
Independence Day  
Labor Day  
Thanksgiving Day  
Day following Thanksgiving Day  
Christmas Day

Half Holidays:

Christmas Eve  
New Year's Eve  
Good Friday Afternoon

- (d) Employees working holidays will be compensated as follows:

Full Holiday:

Work during regular shift: Rate - Base rate X 1 ½ for hours worked plus 8 hours holiday pay for full holiday.

Work other than during regular shift hours: Rate - Base rate X 2 ½ X hours worked.

Half holiday: (as defined in Sec. [a] [2]).

Work during regular shift: 11:30 a.m. to 11:30 p.m. - Rate - Base rate X 1 ½ for hours worked during regular shift plus 4 hours holiday pay.

Work other than during regular shift hours: 11:30 a.m. to 11:30 p.m. Rate - Base rate X 2 ½ X hours worked.

- (e) If an employee is called out on one of the holidays listed below, they will be paid their base rate x 2½ for hours worked, regardless of whether the hours were during their "regular" shift:

New Year's Day  
Independence Day  
Labor Day  
Thanksgiving Day  
Christmas Day

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## **ARTICLE 11**

### **VACATIONS WITH PAY**

Article 11 Applies to employees hired prior to 10/23/2014 who have not elected to participate in the City's PTO Plan. Employees hired on or after 10/23/2014, and employees hired prior to 10/23/2014 who have elected to participate in the PTO plan, should refer to Article 11.5 below.

- (a) Vacation leave with pay will be granted to all permanent full-time employees who have completed one year of service; said vacation to be credited to the employee on each anniversary date of City employment.
- (b) Vacation schedules are subject to approval of the department head who is charged with the responsibility of insuring that vacation time granted will not seriously impair the operation of his department.
- (c) Vacation will be granted on the following schedule:

<u>No. of Yrs. of Service</u>	<u>Days of Vacation to be Granted</u>
1	6
2 through 6	11
7 through 11	16
12 through 14	18
15 through 20	21
21	22
22	23
23	24
24	25
25	25
26	26
27	27
28	28

29 - - - - - 29  
30 - - - - - 30

- (d) Seniority, along with department personnel needs, will be the determining factors in apportioning vacation.
- (e) Pre-approved vacation schedules (see Sec. d) will be declared closed on specific dates as advertised by the department head and will no longer be subject to change because of seniority; however, such permission may be revoked by the department head when departmental needs dictate such action.
- (f) Employees terminating their City employment will be entitled to pay for the unused and accrued portion of their vacation leave to the last date of their employment. The last day of City employment is declared to be the last date on which an employee worked a full eight-hour shift.

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**ARTICLE 11.5**

**PAID TIME OFF**

**APPLICABILITY:** Employees hired on or after 10/23/2014 shall participate in the City's Paid Time Off (PTO) Plan. Employees hired prior to 10/23/2014 may voluntarily elect to participate in the PTO Plan by providing written notice to the Personnel Director prior to 11/22/2014. Employees who elect to participate in the PTO Plan shall relinquish all rights to accumulated and future accrued vacation, sick leave, personal leave and funeral leave.

**TERMS:** Employees participating in the PTO Plan shall receive annual paid leave pursuant to the below schedule. Leave shall be granted and available for use on one's hire date and on each subsequent anniversary date. Employees may carry forward unused PTO in an amount not to exceed 3 times one's current annual allotment. However, separating employees shall be entitled to compensation for a maximum of two years' PTO accrual.

**SCHEDULING:** Certain departments have policies for scheduling vacations, in which case, PTO participants are expected to comply with any such policy. In all cases, employees must provide proper notification of time off in accordance with general City policies. Each department head will be responsible for approving PTO leave, and may do so only after an employee informs him of his intention not to report for work.

**USES:** PTO may be used for vacations, sickness, bereavement, and any other purpose for which an employee desires time away from work.

**CLASSIFICATION OF TIME:** PTO shall be considered time worked for purposes of insurance and retirement eligibility and for purposes of seniority.

**PTO AT SEPERATION:** Employees shall be paid for up to two years' allotment of available PTO at separation, at the rate of pay then in effect, except as provided for as follows: Employees who are discharged for "Cause" or who quit without giving at least one week notice, shall not be paid for unused PTO at separation from services.

**PTO WILL BE GRANTED PURSUANT TO THE FOLLOWING SCHEDULE:**

<u>DATE GRANTED</u>	<u>DAYS</u>
HIRE DATE	10
1 <sup>ST</sup> ANNIVERSARY	12
5 <sup>TH</sup> ANNIVERSARY	17
10 <sup>TH</sup> ANNIVERSARY	22
15 <sup>TH</sup> ANNIVERSARY	25
20 <sup>TH</sup> ANNIVERSARY	30
25 <sup>TH</sup> ANNIVERSARY	35

## ARTICLE 12

### HOURS OF WORK AND OVERTIME AND PREMIUM PAY

- (a) The provisions of this article are intended to provide a base for determining the number of hours of work for which an employee shall be entitled to be paid at overtime rates and shall not be construed as a guarantee to such employee of any specified number of hours of work, either per day or per week, or as limiting the right of the City to fix the number of hours of work (including overtime) either per day or per week for such employee.
- (b) The standard week for computing pay will begin at 12:01 a.m. Monday and extend until Sunday, 12:00 midnight, 7 days hence.
- (c) Hourly employees working in excess of 5 days and 40 hours during a standard week will be paid at a rate of time and one-half of their regular hourly rates.
- (d) Hourly employees working over eight (8) hours in any one day will be paid at a rate of time and one-half of their regular hourly rate for the time worked over eight (8) hours.
- (e) The hours of work and specific shift assignment will be determined by the department head, posted on the bulletin board and will be adjusted when notice of change has been posted in advance. This applies only to the regular departmental hours and does not prohibit the department head from changing the hours of individual employees as the need arises.
- (f) A minimum of two hours at time and one-half shall be paid an employee who returns to duty between the hours of 7:30 a.m. and 12:00 midnight, after having been released from a regular day's work or on days other than this scheduled work days. A minimum of three hours at time and one-half shall be paid an employee who returns to duty between the hours of 12:00 midnight and 7:30 a.m., after having been released from a regular day's work or on days other than this scheduled work days. An employee who answers an emergency call shall be considered as being on duty for the full two or three hour period described above, and another call within the period shall not entitle the

employee to extra consideration beyond the time and one-half for actual time worked in excess of such two or three hours.

- (g) Scheduled overtime shall be posted a minimum of twenty-four (24) hours in advance.
- (h) Employees responding to emergency calls on holidays will be paid a minimum of two (2) hours at the respective holiday rate. When a holiday falls on Sunday and is celebrated on a Monday, the provisions for holiday emergency call back shall apply to both days. When a holiday falls on a Saturday and is celebrated on a Friday, the provisions for holiday emergency call back shall apply to both days.
- (i) Employees working on any Sunday will be paid as follows:
  - A minimum of two hours at 2X their base rate of pay for the hours worked.
- (j) ~~Employees shall be allowed two rest periods of reasonable duration, one each morning and one each afternoon. This shall be taken as the work schedule permits.~~
- (k) Employees who are assigned to perform work for another utility, pursuant to a mutual aid agreement or similar arrangement, shall be paid at a rate of two (2) times their regular rate for all such work. Payment for such work shall be billed to the Aided party according to the MMEA or other applicable Agreement, and this section shall accommodate any future changes to the MMEA or other Agreements.

### **ARTICLE 13**

#### **REDUCTION, DISCHARGE, SUSPENSION OR DEMOTION**

The following may be considered just cause for reduction, suspension, discharge or demotion, although discharge, reduction, suspension or demotion may be made for other just causes. That the employee:

- (a) has been convicted of a felony or of a misdemeanor involving moral turpitude, or
- (b) has violated any of the provisions of this contract; or
- (c) has violated any lawful official regulation or order, or failed to obey any proper direction made and given by a superior; or
- (d) has been under the influence of intoxicants while on duty; or
- (e) has been guilty of insubordination while on duty, or of disgraceful conduct, whether such conduct occurred while on duty or off-duty; or
- (f) is offensive in his conduct or language in public, or towards the public, city officers, or employees, either on or off duty; or
- (g) is incompetent or inefficient in the performance of the duties of his position; or



- (h) is careless or negligent with the moneys or other property of the City; or
- (i) has used or threatened to use, or attempted to use, personal or political influence in securing promotion, leave of absence, transfer, change of rate of pay, character of work; or
- (j) has induced, or has attempted to induce, an officer or employee in the service of the City to commit unlawful act or to act in violation of any lawful departmental or official regulation or order; or
- (k) has taken any fee, gift, or other valuable thing in the course of his work or in connection with it, for his personal use from any person, when such gift or other valuable thing is given in the hope or expectation of receiving a favor or better treatment than that accorded other persons; or
- (l) is absent from work without permission from department head or without valid reason.

**ARTICLE 14**

**INSURANCE, HOSPITALIZATION, LIFE, DENTAL**

- A. During the term of the Agreement the employer agrees to pay into the M.C.T.W.F., Pursuant to the Fund's Participation Agreement, for each eligible member and/or family, who elects coverage pursuant to the Employer's 125 Cafeteria Plan, a contribution amount as indicated below for plan 1028.

	TIER 1 SINGLE	TIER 2 EMPLOYEE AND CHILDREN	TIER 3 EMPLOYEE AND SPOUSE	TIER 4 FAMILY
EFFECTIVE 4/2/17	173.10	329.45	392.00	485.90
EFFECTIVE 4/1/2018	170.95	324.80	386.30	478.60
EFFECTIVE 3/31/2019	174.65	331.75	394.70	488.95
EFFECTIVE 3/29/2020	185.65	352.85	419.70	520.05

- B. The Employee shall reimburse the Employer 20% of the Base Medical Benefit and Prescription Drug Benefit Premium rates pre-tax, per bi-weekly payroll deduction.
- C. During the term of the MCTWF Participation Agreement entered into on 7/1/2017 and expiring on 6/30/2022, Employer shall contribute to the fund on behalf of covered employees for the following:
- They Are absent from the job due to an on the job injury/illness (i.e. for Workers Compensation) for the lesser of (1) 26 weeks following the week in which the injury/illness occurred, or (2) the duration of the on the job injury/illness related absence;
  - They Are absent from the job due to an off the job injury/illness for the lesser of (1) 4 weeks following the week in which the injury/illness occurred, or (2) the duration of the off the job injury/illness related absence;

- For each week on behalf of a participant who worked or is compensated for any portion of the contribution week;
  - Whose absence from the job is due to military duty for the first 4 weeks following the week in which military duty is commenced;
- D. Employees covered under MCTWF Plan QNH-AVN-NGT will not be eligible for Weekly Accident and Sickness benefits in weeks they receive any compensation from the employer.
- E. Payment in lieu of insurance benefits, otherwise known as "opt out pay", shall be established at 40% of the cost of the applicable policy during each year of this contract. Continuation of opt out payments is contingent upon the City's health insurance carrier allowing for such payments.

## **ARTICLE 15**

### **WORKER'S COMPENSATION**

- (a) All employees injured or incapacitated in the actual discharge of duty shall receive compensation and medical care, subject to the provisions of the Michigan Worker's Compensation Act. Subject to the limitations in sub-section (b), the City shall pay the regular salary of the injured employee, less the legal rate of compensation provided in the Worker's Compensation Act.
- (b) Such additional payment shall be known as Supplementary Worker's Compensation.

It shall apply:

- (1) From the date of injury and continue during the period of incapacity, but not to exceed more than six months of payment for any one personal injury.

It shall not apply:

- (1) In partial incapacity cases when an employee refuses to accept limited duties after certification for such duties by a physician.
- (2) When employment terminates, through death, retirement or other reasons.
- (3) When injury results from the employee's misconduct or negligence.
- (4) When the employee's injury claim is disputed by the City through lack of visual evidence or other reasonable proof.
- (5) To those employees with less than one year's service, provided however, that an employee having less than one year's continuous service may appeal through normal grievance procedures.

- (c) The provisions in Section (a) and Section (b) are subject to the legal limitations as provided for in the Michigan Worker's Compensation Act as well as the City's authority to continue as a self-insured employer under Michigan Law.

**ARTICLE 16**

**RETIREMENT**

- (a) All union members employed on 6/30/05 shall be covered by the MERS B3 retirement option, which option shall include a 36 month FAC calculation and 1% annual COLA. The annual COLA will be implemented January 1<sup>st</sup> of each year and is applicable to those who retired before July 1<sup>st</sup> of the preceding year.

Employees with 25 or more years of credited service and who are at least 55 years old will be eligible for full retirement pay through MERS.

- (b) Members hired after 6/30/05 will be covered under a defined contribution (DC) plan. Under the DC plan, the City will automatically contribute 4% of pay for each participating employee. In addition, the City will match up to the first 3% contributed by an employee, resulting in a maximum City contribution of 7%. Employees shall vest in City contributions 12 months after the receipt thereof.

Additionally, for employees participating in the DC plan, the City will match up to 1% of pay for contributions made by employees into their Section 457 Deferred Compensation plan. Employees shall vest in City contributions to the 457 plan immediately.

- (c) All employees who have ten or more years of service and are eligible to retire with a pension, shall have \$150 added to their retirement bonus below.
- (d) Employees who have reached age 55 will be eligible for retirement bonus under the following schedule, upon retirement:

<u>Years of Service</u>	<u>Bonus Payment</u>
20	\$100
21	120
22	140
23	160
24	180
25	200
26	225
27	250
28	275
29	300
30	325
31	350
32	375
33	400
34	425

35	450
36	500
37	550
38	600 Maximum

**ARTICLE 17**

**LONGEVITY PAY**

- (a) After completing five full years of service as of November 1st, each employee receives annually, on the payday closest to December 1st, longevity pay computed as follows:

<u>Years of City Service</u>	<u>Pay</u>
After 5 years	\$200
After 10 years	350
After 15 years	450
After 20 years	550

**ARTICLE 18**

**GENERAL PROVISIONS**

- (a) In the event that a dispute arises regarding past practice or if it is mutually agreed by the parties to the Agreement that an omission in contract terminology is cause for a dispute, past Civil Service rules and procedures will serve as a common law basis for settling the dispute.
- (b) It is agreed by the parties to this Agreement that all Civil Service rules, regulations, rights or obligations are superseded by this Agreement and that this Agreement will be the basis by which all matters pertaining to wages, hours and working conditions will be determined.
- (c) For the purposes of job description and definition, the Civil Service classification plan will be utilized.
- (d) All existing Administrative Regulations governing City policy will remain in effect and future Administrative Regulations may from time to time be adopted. Said regulations are not to conflict with the provisions of this Agreement.
- (e) All employees who take and complete training courses that will benefit them in their work will, for the purpose of computing salary increments, be given credit for an additional year spent in that position occupied, provided that no increment will be allowed that will raise the salary beyond the maximum for the class, and further provided, that such credit will not be allowed unless the course is approved by the Personnel Officer.
- (f) No employee shall be appointed, demoted or removed, or be in anyway favored or discriminated against because of his political or religious opinions or affiliations or national origin.

- (g) All employees governed by this Agreement will maintain residence within twenty (20) miles from the corporate limits of the City of Escanaba.
- (h) If any Article or Section of this Agreement or any supplements thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal, the remainder of this Agreement and supplements shall not be affected thereby and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such Article or Section.
- (i) It shall be expressly understood by both parties that this contract may be revised, amended or otherwise altered to include new agreements, or effect changes in the existing contract language, when mutually agreed upon by the Union and the Employer.
- (j) It shall not be obligatory on either party, however, to reopen negotiations during the agreed upon three-year period for effectuation of this contract.
- (k) Both parties shall exchange written proposals with each other at the first (1st) meeting held to commence negotiations on a new contract.
- (l) Employees of the Electric Department will be entitled to meal allowances in the amount of \$11.00 per meal under the following conditions:
- (1) Whenever an employee in the Electric Department works overtime beyond 5:30 p.m. in the evening, he shall receive a meal allowance. For call back situations between 4:15 p.m. and 6:00 p.m. on any day, the employee shall receive a meal allowance.
  - (2) When an employee is called out in the morning between the hours of 4:00 and 9:00 a.m., the employee shall receive a meal allowance.
  - (3) When an employee works between the hours of 11:00 a.m. and 1:00 p.m., not on his regular shift, the employee shall receive a meal allowance.
  - (4) All meals shall be eaten on the employee's own time, except when an employee would lose time from his regular shift.
- (m) There shall be monthly safety meetings for all employees covered by this Agreement; said meetings to be attended by all personnel during the course of the regular work day.
- (n) Employees will be required to comply with the provision of the Michigan Commercial Drivers License requirements. Employees will be required to possess a valid driver's license and the appropriate endorsement (Group Designation) for the vehicle they are required to drive.
- Fees for the renewal of the regular driver's license will be the responsibility of the employee. Any fees for required endorsements (designations) will be paid for by the employer.
- (o) The City shall reimburse, upon receipt of acceptable documentation \$350 each fiscal year toward the purchase of safety toe footwear and approved safety clothing and equipment for those employees who are required to wear such footwear and clothing and use such equipment during the

course of their daily duties. Safety Shoes/Clothing. All employees designated by the City shall be required to wear approved safety -toed shoes/boots and specified shirts, jackets and bibs at all times. To help defray the cost of said shoes and clothing, the City will provide to each employee required to wear said safety shoes and clothing a clothing allowance in the amount of \$375.00 per fiscal year. If future State or Federal regulations require the employer (City) to purchase compliant, flame retardant, clothing for the employees covered by this agreement, then this provision shall become null and void.

- (p) Compensatory Time. Employees may earn and accumulate compensatory time in lieu of overtime, at the option of the employee, for a period not to exceed two (2) regular 40-hour work weeks, or a total of 80 hours. Compensatory time may also be credited to an employee while in attendance outside of regular hours of work at school or classes which contribute to the improvement of skills and knowledge utilized in the performance of such employee's job duties, upon approval by the City Manager.

Compensatory time credited to employees in lieu of overtime, shall be credited at a rate equivalent to the pay they would have received.

A notice of 24 hours must be given by an employee to his department head requesting earned time off. The 24-hour notice shall not be a mandate in the event of a proven emergency. The department head may grant compensatory time off for less than 8 hours, at his discretion.

It is agreed, however, that the granting of compensatory time off shall not unnecessarily interfere with the efficient operation of the department.

- (q) Emergency Snow Removal. Upon receipt of 6 or more inches of snow, at the sole discretion of the City, Electric Department Employees may be assigned winter snow removal work. Such work may be assigned during regular work hours, and outside of regular work hours (overtime). Snow removal work which results in overtime will be first assigned to those who possess a CDL endorsement, then on the basis of seniority. In the event the City is unable to reach an Electric Department employee for call-out, the next available member will be called on the basis of CDL endorsement and seniority. Wages, overtime, shift differential, call-out and all other provisions of the bargaining agreement will apply to snow removal work performed by Electric Department employees. For purposes of administration, including compensation, snow removal work shall be treated in the same manner as regular departmental work. With respect to snow removal performed outside of the regular work day, all parties agree that the Electric Department will only be utilized after the Public Works Department has fully deployed its snow removal staff. It is further agreed that all other employment terms and conditions will continue to be governed by the respective bargaining agreements of the employees who are performing the work.

- (r) Rest Period. An employee who works 16 or more continuous hours shall, at the employee's option, be granted a ten (10) hour rest period, during which, all duty obligations are suspended. Such rest period shall commence immediately following the 16<sup>th</sup> hour of work and continue for ten (10) consecutive hours. In the event that a rest period encroaches upon a regular work shift, the employee shall be paid his regular wage for any hours not worked as a result of the rest period.

**ARTICLE 19**

**TERM OF THIS AGREEMENT**

The provisions of the Agreement and Addendums #1 and #2 thereto, shall become effective as of March 1, 2018. This Agreement and addendums shall continue in full force and effect until midnight June 30, 2020, and for successive annual periods thereafter unless, not more than one hundred and fifty (150) but at least one hundred twenty (120) days prior to the end of its original term or of any annual period thereafter, either party shall serve upon the other written notice that it desires termination, revision, modification, alteration, renegotiation, change or amendment, or any combination thereof, shall have the effect of terminating this Agreement in its entirety, on the expiration date in the same manner as a notice of desire to terminate unless, before such date of termination, all subjects of agreement proposed by either party have been disposed of by agreement or by withdrawal by the party proposing amendment.

In the event of any notice above referred to, the parties shall begin to hold negotiation meetings no later than ten (10) working days following the receipt of such notice.

IN WITNESS THEREOF, the parties hereto have caused their names to be subscribed by their duly authorized officers and representatives this 1st day of March, 2018

CITY OF ESCANABA

*Patrick S. Jordan*  
City Manager  
March 22, 2018  
Date

INTERNATIONAL ROTHERHOOD OF  
ELECTRICAL WORKERS LOCAL 876

*[Signature]*  
Business Manager  
March 22, 2018  
Date

**ADDENDUM #1**

**Authorization for Representation and Payroll Deduction  
By the City of Escanaba for the  
International Brotherhood of Electrical Workers, Local 876**

I hereby request and authorize the City of Escanaba to deduct from my earnings the Union membership initiation fee, assessment and once each month an amount established by the Union as monthly dues. The amount deducted shall be paid to the Treasurer of the Union; such payroll deductions will be authorized until written notice to the contrary, by me, is furnished to the Employer.

I further agree to save the employer harmless against any and all claims, demands, suits or other forms of liability that might arise out of, or by reason of action taken, or not taken, by the City in complying with this authorization.

BY: \_\_\_\_\_

(Print)      Last Name      First Name      Middle Initial

TO: CITY OF ESCANABA, CONTROLLER'S OFFICE

Date: \_\_\_\_\_

Signed: \_\_\_\_\_

Address: \_\_\_\_\_

I concur in the above agreement and agree that the Union shall indemnify and save the City harmless against any and all claims, demand, suits or other forms of liability that shall arise out of or by reason of action taken or not taken by the City for the purpose of complying with any of the provisions of this Article, or in reliance on any list, notice or assignment furnished under any of the provisions of this Article.

Date: \_\_\_\_\_

\_\_\_\_\_  
Business Manager – IBEW Local 876



ADDENDUM 2  
WAGE SCHEDULE

		2.0%	6.0%	0.0%	0.0%
		7/1/2016	3/1/2018	7/1/2018	7/1/2019
APPRENTICE LINEMAN	< 1,000 HRS	26.46	28.05	28.05	28.05
EQUIPMENT OPERATOR	< 2,000 HRS	26.96	28.58	28.58	28.58
	< 3,000 HRS	27.44	29.09	29.09	29.09
	< 4,000 HRS	27.94	29.62	29.62	29.62
	< 5,000 HRS	28.43	30.14	30.14	30.14
	< 6,000 HRS	28.91	30.64	30.64	30.64
	< 7,000 HRS	29.40	31.16	31.16	31.16
JOURNEYMAN	97.50%	31.06	32.92	32.92	32.92
	100.00%	31.86	33.77	33.77	33.77
METER TECHNICIAN	90.00%	29.80	31.59	31.59	31.59
	92.50%	30.63	32.47	32.47	32.47
	97.50%	32.28	34.22	34.22	34.22
	100.00%	33.11	35.10	35.10	35.10
FOREMAN	100.00%	33.11	35.10	35.10	35.10
TEMPORARY FOREMAN	100.00%	32.92	34.90	34.90	34.90
ELECT MAINT PERSON	90.00%	22.50	23.85	23.85	23.85
	92.50%	23.13	24.52	24.52	24.52
	97.50%	24.38	25.84	25.84	25.84
	100.00%	25.00	26.50	26.50	26.50
ELECT BLDG MAINT	90.00%	19.11	20.26	20.26	20.26
	92.50%	19.64	20.82	20.82	20.82
	97.50%	20.70	21.94	21.94	21.94
	100.00%	21.23	22.50	22.50	22.50
ELECT OFFICE CLERK/DISPATCHER	90.00%	16.81	17.82	17.82	17.82
	92.50%	17.28	18.32	18.32	18.32
	97.50%	18.21	19.30	19.30	19.30
	100.00%	18.68	19.80	19.80	19.80