



Agreement Between



**THE BOARD OF WATER AND LIGHT
of the City of Lansing, Michigan
LANSING, MICHIGAN**

and the

**INTERNATIONAL BROTHERHOOD OF ELECTRICAL
WORKERS, AFL-CIO**

Local Union 352

Effective November 1, 2008

TABLE OF CONTENTS

AGREEMENT	1
ARTICLE I - THE PARTIES' PURPOSE AND INTENT	1
ARTICLE II - THE PARTIES' RIGHTS AND RESPONSIBILITIES	2
ARTICLE III - RECOGNITION OF THE UNION	2
Section 1 - Definition of the Bargaining Unit	2
Section 2 - Bargaining Procedure	3
Section 3 - Maintenance of Membership and Modified Union Shop	3
Section 4 - Check-Off	4
Section 5 – Job Security	5
ARTICLE IV - UNION REPRESENTATION	6
Section 1 - Stewards	6
Section 2 - Notice to the Board of Union's Representatives	7
ARTICLE V - SENIORITY	7
Section 1 - Definitions	7
Section 2 - Seniority Lists	8
A - Board-Seniority Lists	8
B - Journeyworker Seniority List	9
C - Use and Effect of Seniority Lists	9
Section 3 - Probationary Employees	10
Section 4 - Seniority Status	10
Section 5 - Seniority of Local Union 352 Representatives	11
ARTICLE VI - TRANSFERS, PROMOTIONS, AND LAY-OFFS	11
Section 1 - Temporary Transfers	11
Section 2 - Permanent Transfers	11
A - Permanent Transfer within Classification	12
B - Permanent Transfer to a Different Classification	12
C - Transfer of Incapacitated Employees	15
Section 3 - Transfer into the Bargaining Unit	16
Section 4 -	
A - Layoffs	16
B - Recalls	17
ARTICLE VII - LOSS OF SENIORITY	18
ARTICLE VIII - HOURS OF WORK AND WAGE RATES	18
Section 1 - Hours of Work	18
A - Work-Week	19
B - Work-Shift and Shift Rotation	21
C - Lunch Period	22
D - Maintenance and Repair	22
E - Absences	22
F - Pay Periods	22

G - Rules for Relief Operators, Employees in Training and Excess Operators	23
Section 2 - Wage Rates.....	24
A - Present Jobs	24
B - New Jobs	24
C - Temporary Transfer Job	25
ARTICLE IX - WAGE SUPPLEMENTS.....	26
Section 1 - Bereavement Time	26
Section 2 - Call-in Pay and Travel Time	27
A - Call-in Pay.....	27
B - Travel Time	27
Section 3 - Free Choice Time.....	27
Section 4 - Full Day's Work	28
Section 5 - Holidays	28
Section 6 - Insurance	30
A - Hospital, Medical, Surgical, Dental.....	30
B - Life	31
C - Long Term Disability	31
D - Dental	32
E - Vision	32
F - General	32
Section 7 - Jury Duty and Witness Pay Supplement	32
Section 8 - Meals.....	32
Section 9 - Military Reserve Pay	33
Section 10 - Overtime.....	33
A - General Provisions.....	33
B - Distribution of Overtime.....	34
C - Pyramiding.....	35
Section 11 - Paid Time Off Credit.....	35
Section 12 - Rest Time	35
Section 13 - Retirement Allowance	36
Section 14 - Retirement Pension.....	37
Section 15 - Shift Premium.....	37
Section 16 - Sick Time, with Pay	38
Section 17 - Social Security.....	39
Section 18 - Standby Time	39
Section 19 - Sunday Premium.....	39
Section 20 - Saturday Flex Premium	39
Section 21 - Tools and Equipment Furnished.....	39
Section 22 - Uniforms and Work Clothing Furnished; Clean Up Time	40
Section 23 - Vacation, with Pay	
A - Eligibility, and Allowances	40
B - Scheduling	41
C - Payment.....	43
D - Transfer	43
Section 24 - Workers' Compensation	43
Section 25 - Deferred Compensation Program.....	43

ARTICLE X - LEAVE OF ABSENCE	44
Section 1 - Military Reserve Leave	44
Section 2 - Military Service Leave	44
Section 3 - Personal Business Leave	44
Section 4 - Leave of Absence Due to Sickness	45
Section 5 - Union Business Leave	45
Section 6 - Leaves of Absence and Loss of Seniority-General	46
Section 7 - Loss of Pension Service Credit and Seniority Credit	46
 ARTICLE XI - MISCELLANEOUS	 47
Section 1 - Addresses and Telephone Numbers of Employees	47
Section 2 - Anti-Discrimination	47
Section 3 - Bulletin Boards	47
Section 4 - Drug & Alcohol Policy	48
Section 5 - Effect of Invalidity of Provisions of This Agreement	48
Section 6 - Effect of This Agreement	48
Section 7 - Inclement Weather	48
Section 8 - Licensing	48
Section 9 - Safety	49
Section 10 - Special Conference	51
Section 11 - Strikes, Work Interruptions	51
Section 12 - Technical Training	52
Section 13 - Work by Persons Outside the Bargaining Unit	52
 ARTICLE XII - DISCIPLINARY ACTION AND SUSPENSION	 53
Section 1 - Disciplinary Action	53
Section 2 - Suspension	54
 ARTICLE XIII - GRIEVANCE PROCEDURE	 55
Section 1 - Definition of a Grievance	55
Section 2 - Steps of the Grievance Procedure	55
Section 3 - Rules of Grievance Processing	58
 ARTICLE XIV – SUCCESSOR CLAUSE	 60
 ARTICLE XV - TERM OF THIS AGREEMENT	 61
 ATTACHMENTS:	
Attachment A - Classification of Work and Hourly Rates	63
Attachment A-1 - Classification of Work and Hourly Rates For Employees Hired in or After January 1, 1985	70
Attachment B - Electric Production Subprocess and Steam Production Subprocess Operator Progression System	73
Attachment C - Water Production	79
Attachment D – Bulk Power Controller Training Program	81
Attachment E - Board of Water & Light Apprenticeship Standards	84
Attachment F - Coal Operator Progression System	94
Attachment G - Water Distribution Subprocess Progression System	96

Attachment H - Instrument and Control Specialist Training Program	99
Attachment I - Steam Distribution Progression System.....	100
Attachment J - Electric Service Worker (ESW) Electric Service Worker Relief (ESWR)	102
Attachment K - Technical Proficiency Training.....	104
Attachment L - Customer Service, Customer Accounts Subprocess Progression System.....	108
Attachment M - Boulevard Progression System.....	112
Attachment N - Equipment Mechanic Certification Requirements.....	113
Attachment O – Production Fire Fighting Team	114
POLICY STATEMENTS.....	116

INDEX

A

Absences	22
Address and Telephone Numbers of Employees.....	47
Agreement	1
Alcohol Policy.....	48
Anti-Discrimination	47
Apprenticeship Standards	84

B

Bargaining Procedure	3
Bargaining Unit, Definition of	2
Bargaining/Non-Bargaining Ratio.....	6
Bereavement Time.....	26
Bidding.....	12
Board-Seniority	7
Board-Seniority Lists	8
Boulevard Progression System.....	112
Bulk Power Controller Training Program.....	81
Bulletin Boards	47

C

Call-in Pay	27
Cash In Lieu Of	30
Check-Off.....	4
Classification of Work and Hourly Rates	63
Classification of Work and Hourly Rates for Post 1984 Hires	70
Clean Up Time	40
Coal Operator Progression System.....	94
Customer Accounts Progression System.....	108
Customer Service Progression System.....	108

D

Dental Insurance 32
Disciplinary Action..... 53
Drug & Alcohol Policy..... 48

E

Effect of Invalidity of Provisions of This Agreement 48
Effect of This Agreement..... 48
Electric Production Subprocess Operator Progression System 73
Electric Service Worker 102
Equipment Furnished 39
Equipment Mechanic Certification Requirements..... 113
Excess Operators..... 23

F

Fire Fighting team 114
Flexible Scheduling 20
Free Choice Time..... 27
Full Day's Work 28

G

Grievance Procedure 55
Grievance Processing, Rules 58

H

Holidays 28
Hospitalization Insurance 30
Hourly Rates 63
Hours of Work 18

I

Incapacitated Employees, Transfer 15
Inclement Weather 48
Instrument and Control Specialist Training Program 99
Insurance 30
Insurance, Dental 32
Insurance, General..... 32
Insurance, Hospital-Medical-Surgical 31
Insurance, Life..... 31
Insurance, Long Term Disability 31
Insurance, Vision 32

J

Job Content, Changes in..... 2
Job Posting 71
Job Security 5
Joint Apprenticeship Committee..... 84
Joint Technical Training Committee 52

Journeyworker Seniority	9
Jury Duty and Witness Pay Supplement	32

L

Layoffs	16
Leave of Absence Due to Sickness.....	45
Leave of Absence, Military Reserve.....	44
Leave of Absence, Military Service	44
Leave of Absence, Personal Business.....	44
Leave of Absence, Union Business.....	45
Leaves of Absence and Loss of Seniority - General	46
Licensing.....	48
Life Insurance.....	31
Long Term Disability Insurance.....	31
Loss of Pension Service Credit and Seniority Credit.....	46
Loss of Seniority.....	18
Lunch Period.....	22

M

Maintenance and Repair	22
Meals	32
Medicare	30
Membership, Maintenance of.....	3
Military Reserve Leave.....	44
Military Reserve Pay	33
Military Service Leave	44
Miscellaneous	47
Modified Union Shop.....	3

N

New Jobs, Wage Rates.....	24
---------------------------	----

O

Operator Progression System.....	73
Operator Training Program, Electric.....	74
Overtime	33
Overtime, Distribution of.....	34
Overtime, General Provisions	33
Overtime, Pyramiding.....	35

P

Paid Time Off Credit.....	35
Pay Periods.....	22
Pension Service Credit, Loss of	46
Personal Business Leave.....	44
Policy Statement	116
Posting	11
Pre-Apprenticeship Pool	84
Probationary Employees	10
Purpose and Intent.....	1
Pyramiding of Overtime.....	35

R

Recalls	17
Recognition of the Union	2
Relief Operators	23
Rest Time.....	35
Retirement Allowance	36
Retirement Pension.....	37
Rights and Responsibilities	2

S

Safety	49
Saturday Flex Premium.....	39
Seniority	7
Seniority, Journeyworker.....	9
Seniority Lists.....	8
Seniority, Loss of	18
Seniority of Local Union 352 Representatives.....	11
Seniority, Probationary.....	10
Seniority, Return to Bargaining Unit	16
Seniority Status.....	10
Shift Premium.....	37
Shift Rotation and Work Shift	21
Shoe Allowance	40
Sick Time, with Pay	38
Sickness Leave	45
Social Security	39
Special Conference	51
Standby Time	39
Steam Distribution Progression System	100
Steps of Grievance Procedure	55
Stewards	6
Strikes, Work Interruptions.....	51
Subprocess Training Committees	52
Sunday Premium.....	39
Suspension	54

T

Technical Proficiency Training	104
Technical Training.....	52
Telephone Numbers of Employees	47
Term of this Agreement.....	61
Tools and Equipment Furnished	39
Transfer of Incapacitated Employees.....	15
Transfer into the Bargaining Unit.....	16
Transfer to Different Classification	12
Transfer within Classification.....	12
Transfers, Permanent	11
Transfers, Temporary	11
Travel Time	27
Trial Period	14

U

Uniforms and Work Clothing Furnished 40
Union Business Leave 45
Union Recognition..... 2
Union Representation 6

V

Vacation, Eligibility, and Allowances 40
Vacation, Payment 43
Vacation, Scheduling 41
Vacation, Transfer 43
Vacation, with Pay..... 40
Visit a Job 14

W

Wage Rates 24
Wage Rates, New Jobs..... 24
Wage Rates, Present Jobs 24
Wage Rates, Temporary Transfer Jobs 25
Water Distribution Progression System..... 96
Water Production Progression System 79
Witness Pay Supplement 32
Work by Persons Outside the Bargaining Unit 52
Work Interruptions..... 51
Work-Shift and Shift Rotation 21
Work-Week, Hours of Work 18
Workers' Compensation 43

AGREEMENT

This Agreement, entered in this 1st day of November, 2008 between the Board of Water and Light of the City of Lansing, Michigan (hereinafter referred to as the "Board"), and the International Brotherhood of Electrical Workers, AFL-CIO, Local Union 352 (the Local being hereinafter referred to as the "Union"), representing employees in the bargaining unit, hereinafter referred to as the employee or employees,

Witnesseth:

WHEREAS, the Board is engaged in furnishing essential public services which vitally affect the health, safety, comfort and general well-being of the public; and

WHEREAS, both parties hereto recognize this mutual responsibility of service to the public; and

WHEREAS, the mutual responsibility of both the employees and the management of the Board to the public requires that any disputes arising between the employees and management of the Board be adjusted and settled in an orderly manner; and

WHEREAS, the Board and the Union agree that all provisions of this Agreement shall be applied to all employees covered by it without regard to race, creed, national origin, marital status, age, or sex; and

WHEREAS, the Board and the Union agree that one of the purposes of this agreement is to provide a fair day's work in return for a fair day's pay,

NOW THEREFORE, for and in consideration of the premises herein contained, It is Mutually Agreed That:

ARTICLE I

THE PARTIES' PURPOSE AND INTENT

The general purpose of this Agreement is to set forth rates of pay, wages, and conditions of employment, and to provide a procedure for the adjustment of grievances, so as to promote orderly and peaceful relations between the Board, its employees, and the Union.

The parties recognize that the interest of the community and the job security of the employees depend upon the Board's success in continuing the Board's services to the community on a basis competitively comparable to the provision of such services by other suppliers thereof located adjacent to the community.

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

ARTICLE II

THE PARTIES' RIGHTS AND RESPONSIBILITIES

The Union recognizes and agrees that the Board retains the sole and exclusive right to manage the affairs of the Board, in all respects and as to all matters in connection with the exercise of such right, and, specifically, that nothing in this Agreement shall be construed as delegating to another the authority conferred by law on any member or official of the Board, or in any way to abridge or reduce such authority.

The Board recognizes the Union's right to grieve, in accordance with the procedure provided in this Agreement, if action taken by the Board may reasonably and sensibly be claimed to be contrary to a specific limitation of its right which is clearly expressed in this Agreement.

The parties mutually agree that an employee covered by this Agreement shall immediately proceed to carry out any order or instruction given by the Board (unless doing so would obviously jeopardize the health or safety of the employee or others). The employee shall raise any question as to the Board's right to give the order or instruction only after the employee carries out the order or instruction, and such question must be based on a reasonable and sensible reading of a specific provision, or specific provisions, of this Agreement.

It is recognized that Management will discuss significant changes in job content with the Union before changes are effectuated.

ARTICLE III

RECOGNITION OF THE UNION

Section 1 - Definition of the Bargaining Unit:

Pursuant to and in accordance with all applicable provisions of Act No. 336, Public Acts of Michigan, 1947, as amended, and as long as this Act remains in full force and effect, the Board recognizes the Union as the exclusive representative for the Bargaining Unit, as defined below, for the purpose of collective bargaining in respect to rates of pay and other conditions of employment, for all full-time Board employees who normally work as set forth in Article VIII, Section 1, hereof and who work at or are assigned to the following locations or Subprocesses which are defined, for convenience, in the manner in which they have long been referred to by the parties, and as to each of which the Union has demonstrated, by a clear majority, that it has been given representative status by the employees therein:

Customer Service Center

Customer Field Services
Customer Office Services
System Integrity and Customer Projects
Electric Operations and Records (BESOC)
Metering and Lighting Resource Center (Traffic Signals, Electric Meter, Boulevard)
Water and Steam Distribution Resource Center
Electric Transmission & Distribution Resource Center (Line, Overhead and
Underground)
Electric Production (Eckert and Erickson)
Water Production
Steam Production (Moores Park)
Maintenance & Engineering (Electric Production Electricians, ICS)
Maintenance and Construction Resource Center (CSD, EC&M, PMD, Fleet Services)
Material & Services Management Resource Center (Stores)

but excluding all classifications not specifically mentioned in Attachment A and Attachment A-1, and any persons doing work for the Board but not as a full-time employee of the Board (for example only, part-time and temporary employees, employees hired for specific work at building trades rates, and contract personnel).

The parties further recognize that the following employees: Supervisors and executives; administrative, secretarial, stenographic and clerical employees who directly assist a supervisor or executive; Human Resources, Information Technology Resource Center, Financial Services, Project Engineering Resource Center, Environmental Services Resource Center, System Integrity and Customer Projects (except Distribution Equipment Tester and Electrician classifications), Marketing, Communications, and Material & Services Management Resource Center (Purchasing) subprocesses; and any persons doing work for the Board but not as a full-time employee of the Board (for examples only, part-time and temporary employees, employees hired for specific work at building trades rates, and contract personnel) shall not be eligible for inclusion within the Bargaining Unit.

Section 2 - Bargaining Procedure:

All collective bargaining in respect to rates of pay, wages, hours of work and other conditions of employment shall be carried on between authorized representatives of the Union, and the duly authorized representatives of the Board.

Section 3 - Maintenance of Membership and Modified Union Shop:

An employee who is a member of the Bargaining Unit on the twelfth (12th) calendar day following the effective date of this Agreement, or who becomes a member thereafter shall, as a condition of continuing employment, continue membership in the Union for the duration of this Agreement, to the extent of paying an initiation fee, if any is required, and the

duly authorized membership dues (including such general assessments as may be part thereof) uniformly required as a condition of acquiring or retaining membership in the Union.

Any full-time employee newly hired or transferred into the Bargaining Unit shall, as a condition of continuing employment, within ten (10) working days after the completion of the employee's six (6) months probationary period, become a member of the Local Union, and shall maintain membership in the Union for the duration of this Agreement. The employee's membership may be terminated as outlined in the first paragraph above.

An employee who becomes a member of the Bargaining Unit who was hired into or transferred into the Bargaining Unit after December 1, 1982, as a condition of continuing employment, will maintain membership in the Union to the extent of paying an initiation fee, if any is required, and the duly authorized membership dues (including such general assessments as may be part thereof) uniformly required as a condition of acquiring or retaining membership in the Union.

Any full-time employee hired or transferred into the Bargaining Unit after December 1, 1982, as a condition of continuing employment, will maintain membership in the Union to the extent of paying an initiation fee, if any is required, and the duly authorized membership dues (including such general assessments as may be part thereof) uniformly required as a condition of acquiring or retaining membership in the Union.

An employee hired or transferred into the Bargaining Unit after December 1, 1982 shall have the right to not become a member of the International Brotherhood of Electrical Workers, AFL-CIO, Local Union 352, however, as a condition of continuing employment, within ten (10) working days after the completion of six (6) months probation period, will pay a Service Fee to the Union Local not to exceed the costs incurred by members of the Union Local. The employee shall be required to continue to pay the Service Fee as a condition of employment.

Section 4 - Check-Off:

A. Upon proper authorization by the employee, the Board agrees to deduct from the pay of an employee of the Board who is a member of Local Union 352, and is within the Bargaining Unit as defined in Article III, Section 1 of this Agreement, the employee's initiation fee, if any, and periodic dues (including such general assessments as may be made a part thereof, except that any special assessments, if for six (6) months or less, and/or \$10 or less in total, shall be a one-time deduction) once each month for the duration of this Agreement. This duty to check-off shall be subject to the following sub-sections.

B. Local Union 352 shall furnish and shall deliver to the Board's Director of Human Resources a signed copy of a written authorization for the deduction of money owed Local Union 352 by any employee of the Board. This authorization shall be on the Union's standard

form for such purpose. This form shall comply with the requirements of any State or Federal law.

- (1) Any deduction-authorization form furnished by the Union which the Board believes to be incomplete or in error will be returned to the Union's Financial Secretary, with written notation of the reason(s) for its return, and no check-off shall be made under such form until the deficiency is corrected.
- (2) Any dispute about a Union deduction-authorization form shall be discussed between the Board's Director of Human Resources and the Union's Business Manager. If they are unable to resolve the matter, the Union shall submit it in Step 4 of the Grievance procedure.

C. The Board shall check-off, from the earnings paid on the first pay-day of each month, only obligations which come due at the time of check-off, will make check-off deduction only if the employee has enough pay due to cover such obligation, and will not be responsible for refund to the employee if the employee has duplicated a check-off deduction by direct payment to the Union.

D. The Board will send to the Union's Financial Secretary a check in the amount of total deductions made in the Union's behalf, no later than one (1) week after the first pay-day in each month.

E. The Board's remittance will be deemed correct if the Union does not give written notice to the Board's Director of Human Resources within two (2) calendar weeks after a remittance is sent, of its belief, with reason(s) therefore, that the remittance is incorrect.

F. The Union agrees to indemnify and save the Board harmless against any and all claims, suits or other forms of liability arising out of its deduction from any employee's pay of Union initiation fee and/or dues. The Union assumes full responsibility for the disposition of the deductions so made, once they have been sent to the Union.

Section 5 - Job Security:

To enhance or increase job security, the parties recognize the need to remain competitive by identifying core skills, improving service to our customers, increasing flexibility and productivity while maintaining safety at all times. The continued survival of the organization and our desire for our customers to regard the Board of Water and Light as the only utility they will accept requires a shared commitment by both parties to achieve these goals.

For the purpose of establishing mutual trust, the parties commit to maintain a minimum ratio of fifty-five (55) percent Bargaining Unit representation in the work force. Supplemental Labor performing Bargaining Unit work shall be limited to ten (10) percent of Bargaining Unit

employees. This number will only be exceeded if there is mutual agreement in a specific subprocess.

ARTICLE IV UNION REPRESENTATION

Section 1 - Stewards:

The employees covered by this Agreement shall be represented by twenty-one (21) Stewards. In the event the Union shows cause for adding Stewards in specific areas, up to two (2) additional Stewards may be added by mutual agreement. The Union shall have the exclusive right to assign such Stewards, but shall assign at least one (1) Steward to each of the following locations or subprocesses:

Haco Drive Complex – including Customer Service, Meter Reading, and Customer Account Representative

Hazel/Penn Avenue Complex – including Electric Distribution, Boulevard, Traffic, Primary Metering, Transformer Shop, Water and Steam Distribution, and Material Handling Resource Center

Erickson Station

Eckert Station

Moore's Park Station

Water Production-John Dye/Wise Road

MCRC-CSD, EC&M, PMD, and Fleet Services

BESOC

The Union shall designate an Alternate Steward for each Steward. The Alternate Steward shall serve as Steward only in the Steward's absence from work for the Steward's shift.

At the time of designation, a Steward shall have completed the probationary period and be employed in the group the Steward represents.

If a new location or a new subprocess is established which will employ employees covered by this Agreement, the Board will, upon written request of the Union's Business Manager to the Director of Human Resources, discuss the provision of additional Steward(s).

Section 2 - Notice to the Board of Union's Representatives:

The Business Manager of the Union shall keep the Board's Director of Human Resources currently advised in writing of the names of the Stewards and of the group which each represents.

ARTICLE V
SENIORITY

Section 1 - Definitions:

A regular, full-time employee covered hereby who

-- has completed the probationary period hereinafter set forth, following the employee's most recent date of hire, and

-- has thereafter continuously worked for the Board

shall have "Board seniority" as of the employee's first day of work following such date of hire (less any period during which seniority does not accumulate, where so provided in this Agreement).

In addition, an employee who is of journeyworker status in any one of the following classifications shall have "Journeyworker-seniority" for all time the employee has worked for the Board in that classification since the employee's most recent date of hire by the Board:

Cable Splicer

Construction Mechanic

Electrician

Electronic Repairer

Electric Service Worker

Equipment Mechanic

Electric Substation Inspector

Instrument & Control Specialist

Lineworker

Maintenance Mechanic

Maintenance Mechanic Qualified Welder

Mechanic Welder

Mechanic Welder Leader

Painter

Primary Meter Specialist

Secondary Meter Specialist

Traffic Signal Maintenance Specialist

Vibration & Balance Specialist

Water Production Maintenance Mechanic

Water Production Maintenance Mechanic-Well Driller

Upon graduation from a Board of Water and Light Apprenticeship program, the employee shall be credited with 50% of the required hours of process training, as outlined in Attachment E of this Agreement, towards the employee's journeyworker seniority status. The employee's journeyworker seniority date will then be adjusted to the date which represents

the allowance of the above credit back from the employee's graduation date. However, in no event shall the employee's journeyworker seniority date precede the employee's latest hire date.

Seniority shall be applied only as specifically set forth in this Agreement. Unless otherwise specified herein, "Seniority" shall mean "Board-seniority."

The parties recognize that seniority, for the purpose of this Agreement, arises from this Agreement and terminates with it.

Section 2 - Seniority Lists:

A - Board-Seniority Lists:

Promptly following the date that this Agreement is entered into, but no later than sixty (60) days thereafter, the Board shall post on appropriate bulletin boards a list showing the name of each employee covered hereby and the employee's job title, in Board-seniority order according to its records--the most senior employee being listed first. Concurrently with such posting, the Board shall send a copy of such list to the Union's Business Manager.

Information as to the addresses of all Bargaining Unit employees will be provided to the Union's Business Manager annually, in January, and will furnish addresses of Union membership outside of the Bargaining Unit, upon request for specific employees.

It shall be the responsibility of each employee promptly to check the seniority list. If an employee on the active payroll or, otherwise, the employee's Steward, does not believe that the employee's seniority is correctly shown on the list, the Board's Director of Human Resources shall be notified in writing of the alleged error, within ten (10) working days of the date the list is posted. The employee or the employee's Steward, as the case may be, and the Director of Human Resources, shall promptly and in writing notify the Union's Business Manager of any correction so made in an employee's seniority. If the question is not so settled, the employee or the employee's Steward, as the case may be, may refer it to Step 4 of the Grievance procedure. If the question is not referred to the Grievance procedure within five (5) working days after the Board's Director of Human Resources gives an answer, the employee's seniority shall be deemed to be correct as posted.

Ten (10) days after posting of the seniority list, it shall be deemed to show the correct Board-seniority of employees covered hereby, except as to any employee the question of whose seniority shall have been referred to the Board's Director of Human Resources or to the Grievance procedure, and remains unsettled at that time.

Every twelve (12) months after the date of the initial list, during the term of this Agreement, the Board will post on the bulletin boards and will furnish to the Union's Business Manager a Board seniority list revised to the preceding January 1. Each such list shall be subject to both the administrative procedure cited above, the method for settling a question

as to an employee's posted Board-seniority, and the same finality ten (10) days after the posting.

B- Journeyworker-Seniority List:

Promptly following the date that this Agreement is entered into, but no later than sixty (60) days thereafter, the Board's Director of Human Resources shall post on appropriate bulletin boards, and also shall send to the Union's Business Manager, a journeyworker-seniority list as of January 1, showing, by classification and in order of seniority in that classification, the name of each employee having such journeyworker classification seniority and the amount thereof. If the Business Manager does not notify the Director of Human Resources in writing that the Business Manager believes the list to be in error, with the reason(s) for such belief, within fifteen (15) days after it was sent, the list shall be deemed correct.

If there is claim of error in the list, the Business Manager and the Director of Human Resources shall endeavor to settle the question(s) raised. If they have not done so within ten (10) days, refer the question(s) to Step 4 of the Grievance procedure. If the Business Manager does not do so, the question(s) as to the list shall be deemed withdrawn, and the list shall be deemed correct as sent to the Business Manager (and as it may have been mutually revised by the Business Manager and the Director of Human Resources in their discussion of questions raised about it).

Every twelve (12) months after the date of the initial journeyworker-seniority list, during the term of this Agreement, the Director of Human Resources shall send to the Business Manager a seniority list revised to the preceding January 1. Each such list shall be subject to the review procedure above.

C - Use and Effect of Seniority Lists:

In effecting a personnel change, the Board shall be entitled to rely on the currently posted Board-seniority list and current journeyworker-seniority list. An employee shall notify the Board's Director of Human Resources in writing, as closely as possible to the time of such a personnel change, if the employee thinks that the posted seniority list does not correctly show relative seniority as of the date of the personnel change. If the employee does so and the Director of Human Resources agrees that circumstances since the posting of the list have altered the relative seniority posted, the Director of Human Resources shall promptly correct the error. In any case the Board shall incur liability for the erroneous personnel change beginning with the sixth (6th) working day following the day on which the employee notified the Director of Human Resources of the error, if the error has not been corrected.

Section 3 - Probationary Employees:

An employee hired in on a regular, full-time basis shall be considered a probationary employee for the first six (6) months of employment. However, if the Board feels they need an extension of the probationary period, they will contact the Business Manager who may agree to an extension for thirty (30) days or until the next Union meeting, whichever is longer. Additional periods of up to thirty (30) day extensions may be requested of the Union. Any employee hired on a temporary basis will become a regular, full-time employee upon attainment of six (6) months accumulated time at the Board within any one (1) calendar year.

The parties recognize that an employee hired on a part-time or temporary basis does not accumulate a probationary period regardless of the length of employment except, however, that a temporary employee who later is transferred to full-time status is given credit towards their probationary period from the employee's date of hiring as a temporary employee. However, an employee transferred to another subprocess or classification from temporary to full-time permanent status will start their probationary period on the date of transfer, but will be given credit from date of hire for seniority purposes upon completion of this new probationary period.

There shall be no seniority among probationary employees.

The Board shall have no obligation to re-employ an employee who is laid off for lack of work or discharged during their probationary or temporary classification. An employee who is laid off or discharged during their probationary period shall begin the probationary period again if later rehired by the Board.

Section 4 - Seniority Status:

When an employee completes the probationary period, the employee shall accumulate seniority as of the date of their most recent employment.

Effective November 1, 1996, any employee who has returned to the Bargaining Unit shall not have seniority time accumulated outside the Bargaining Unit applied in determining layoff.

As between any two (2) or more employees who have the same seniority date, seniority shall be determined by the alphabetical order of the last names they bore on the date they were placed on the seniority list.

As between any two (2) or more employees who have the same journeyworker-seniority with the Board, seniority shall be determined by Board-seniority. If both journeyworker-seniority and Board-seniority are the same for any two (2) or more employees, seniority shall be determined by alphabetical order as outlined above.

Section 5 - Seniority of Local Union 352 Representatives:

Notwithstanding position on the seniority list, a Steward shall, in the event of a layoff, be continued at work as long as there is a job in the group which the Steward represents

which the Steward can perform without break-in, and, if the Steward is laid off, the Steward shall be recalled to work on the first open job in the group which the Steward can perform without break-in.

Notwithstanding their positions on the seniority lists (Board or journeyworker) the Business Manager, the President, and the Assistant Business Manager of Local 352, in that order, shall in the event of layoff be continued at work as long as there is a job covered by this Agreement which can be performed without break-in. Their recall shall be in reverse order of their layoff and to the first open job which can be performed without break-in.

ARTICLE VI

TRANSFERS, PROMOTIONS, AND LAY-OFFS

Section 1 - Temporary Transfers:

If there is a temporary surplus or deficiency of employees in any classification covered by this Agreement, the Board may adjust the situation by temporarily assigning employees to other work within their classification or within another classification for which the Board deems them qualified. While the employee is involved in the temporary situation, the employee will be paid in accordance with Article VIII, Section 2-C of this Agreement.

Section 2 - Permanent Transfers:

Notice of a vacancy in a job indicated in Attachment A and Attachment A-1, shall be posted on all bulletin boards by the Board for a period of one (1) calendar week. The posting shall include the maximum number of openings and a brief description of the job. Jobs normally filled from within a subprocess or Plant requiring experience in a preceding job in that subprocess or Plant, will not be posted Board-wide unless no applications are received from the particular Plant or subprocess involved.

Employees are encouraged to familiarize themselves with new jobs in which they are interested, prior to applying. To do so, at the discretion of Management, employees may be allowed to spend a few days with the classification before bidding. No more than one (1) request shall be granted per employee per year.

An employee desiring to fill a posted job must make written application to the Subprocess Manager on the form available at the subprocess Office during the period of the posting. Sixty (60) days following the date the opening is filled, all applications received for that specific job during that posting period will be destroyed. If a job is posted and not filled within thirty (30) days from the date of the posting, Management will post a notice on the bulletin boards as to why the job was not filled. When a selection(s) has been made to fill a job posting, Management will within five (5) days after the date the selection(s) becomes effective, notify in writing all successful and unsuccessful bidders. In transferring employees

to a new Plant or subprocess, Management reserves the right, in the interest of efficiency, to limit the number of employees that may transfer from any Plant, subprocess, or classification to a new Plant or subprocess. When necessary to exercise this right, Management will advise the Union Business Manager in advance in writing and will discuss at the Business Manager's request the reasons for limiting the number of employees that may transfer.

Before an employee departs on either a vacation or a leave of absence the employee may file with the Subprocess Manager a written expression of interest in bidding for one (1) or more classifications. If such a classification is posted during the employee's absence and if the employee is scheduled to return in time to undertake the job when the Board plans to start it, the employee's expression of preference shall be entered as a bid.

After the end of the posting period, an employee may not bid, regardless of the reason for failure to bid during the posting period, and also regardless of seniority standing relative to those who did bid during the posting period.

Bidders in the particular Department or Plant in which the job is open shall first be considered, in accordance with the following:

A - Permanent Transfer within Classification:

Employees who have bid merely to transfer to another job within the same classification shall be considered in seniority order subject to equal qualifications.

B - Permanent Transfer to a Different Classification:

Bidders shall be considered on the basis of present ability and on the basis of seniority. If there are two (2) or more bidders who are relatively equal in present ability to perform the work available, seniority shall prevail in the choice of the bidder selected. The "seniority" referred to in this connection shall be Board-seniority except for those classifications in which an employee is required to have journeyworker status in a specific trade to apply for the position. If the senior employee is bypassed and the employee thinks they possess the ability for the promotion, the employee may raise the question through the Grievance procedure.

If an employee is at the "30 day time off" step of the progressive discipline system for either attendance or work-related infractions, the employee may be disqualified as a bidder for a job posting. Employees who are mandated to be in the Substance Abuse Program may also be disqualified as bidders for a job posting. Employees who are voluntarily a part of the Substance Abuse Program will be eligible as bidders.

If the job is not so filled, bidders from other subprocesses or plants will be considered next, on the basis of "A" and "B" above. However, bidders from any Subprocess or plant at the Board will be considered for openings in the following jobs without regard to subprocess seniority:

Boulevard Mechanic 1
Building Mechanic
Coal Operator A Trainee 1
Cable Splicer
Customer Account Representative
Customer Service Representative
Electrician
Electronic Repairer
Equipment Mechanic
Equipment Mechanic Helper
Instrument and Control Specialist
Lineworker
Lubricator
Maintenance Mechanic
Maintenance Mechanic Helper
Painter
Primary Meter Specialist
Production Plant Helper
Steam Production Operator (Water Production)
Traffic Signal Maintenance Specialist
Truck Driver (except Line Department)
Water Production Helper
Water Production Maintenance Mechanic

When an employee is selected for a change in jobs whether it be a promotion, lateral move or move to a lower classification, that employee will be allotted time on the new job as a trial period to decide whether to remain in that classification in accordance with the following schedule:

Bid on Job Not Previously Held: fifteen (15) days

Return to a Previously Held Job: five (5) days to ascertain if there have been any significant changes in the job.

Any visitation time granted on this job within the last year will apply toward the fifteen (15) day trial period.

If an employee is eligible for a trial period in accordance with the above paragraph, the employee may elect to return to their former job if the employee gives sensible reason for the desire to do so. During the first sixty (60) working days following transfer under "A" or "B" above, the Board may transfer the employee back to the former job, within that period. If the job is thus vacated, the Board may, at its option, select another bidder from the posting or re-post the job.

After an employee completes sixty (60) working days on the job bid for, the employee's seniority shall be transferred to the classification of the job. However, the parties recognize that after an employee's seniority is transferred to the classification for which the employee bid, the employee is nevertheless subject to the Board's right to remove the employee from the classification on the basis of performance on the job.

After an employee has been notified of being selected for a job and accepted in response to a bid, the employee shall be ineligible to bid for another posted job for six (6) months following said selection except as described below:

Plant operators shall be ineligible for job transfer to a non-operating job at least six (6) months after assuming shift alone or for a maximum nine (9) months from time of acceptance of the position. Effective upon ratification of this Agreement, newly hired employees working as Operators will be ineligible to transfer out of operating positions for at least twenty-four (24) months from date of hire.

After an employee has entered the apprenticeship program as outlined in Attachment E, the employee will be ineligible to bid for another posted job for one (1) year following the completion of the apprenticeship program.

If an open job is not filled through the methods above provided, the Board may either select an employee to train for the job, or hire in an employee for it, at its option. An employee's time spent in training shall be reviewed at the subprocess level every sixty (60) days following the selection date.

An employee may, within one (1) year from date of selection for a newly established classification, if the employee so desires and can give a sensible reason due to monetary loss or health, return to their former classification in line with their seniority. The employee will remain on their present job until the Board has had sufficient time to train a replacement. If the number of employees exercising this option becomes a problem, Management reserves the right to limit the number allowed to transfer back.

If an employee desires to leave their newly established job in accordance with the above provisions, Management will post their present job within thirty (30) days.

The final decision on transfers or promotions rests with the Board, subject to the Grievance procedure.

C - Transfer of Incapacitated Employees:

If an employee becomes unable to do the regular work of the classification because of ill health, physical inability, or because of incapacity arising out of and in the course of employment with the Board, Management will work with the Union to attempt to place the employee in a position that is commensurate with the employee's seniority and restricted abilities, and as close as possible to the rate of the employee's regular job. The employee

shall be paid at the rate for the classification in which placed unless otherwise provided for below.

If such employee has completed ten (10) years of continuous service and in the opinion of a Board appointed physician is unable to perform the classification's regular duties, the Board will consider, provided the employee agrees to the necessary re-training, placing the employee in a position close to or commensurate with abilities and previous rate of pay. If the position is a lower rated classification, the employee shall enter the classification at the employee's previous rate of pay. No further wage increase will be granted such employee so long as the employee is paid more than the maximum rate for the classification in which the employee is placed.

If such employee has completed twenty-five (25) or more years of continuous service and in the opinion of a Board appointed physician is unable to perform regular duties, the employee shall be entitled to the same re-training and placement as indicated above. If the position is a lower rated classification, the employee shall enter that classification at the previous rate of pay. The employee will be eligible for that portion of any further bargained for increases which do not exceed 90% of the rate of the employee's former classification.

In order to retain their rate of pay under the Incapacitated Clause, employees placed in lower rated classifications under this clause will be required to bid on higher rated classifications within their restrictions as these positions become available. These employees will not be eligible to bid on lower rated classifications and retain their pay under the Incapacitated Clause.

Section 3 - Transfer into the Bargaining Unit:

If an employee is transferred to a position under the Board which is not included in the Bargaining Unit and is thereafter transferred again to a position within the unit, the employee shall have retained and accumulated seniority while working in the position to which the employee was transferred. If an employee is transferred to a position which is within the Bargaining Unit and the employee has not previously held a position in the unit they will establish seniority from the date of transfer after successful completion of the probationary period. Employees transferred under the above circumstances shall retain all rights accrued from the date of hire for the purposes of any benefits provided for in this Agreement.

Section 4

A - Layoffs:

In the event of a reduction in force and/or layoff of employees in one (1) or more classifications, the parties will meet in special conference to arrive at a mutually satisfactory

method of adjusting the work force--as by spreading the work by reducing the work week, by transferring employees, or by taking other action deemed appropriate.

If the parties are unable to reach a mutually agreeable arrangement by the time the Board determines that action on the layoff must be taken, the following procedure shall be followed:

Probationary and temporary employees in the subprocess or plant affected shall be laid off first. Then seniority employees in the classification or classifications affected will be laid off in Board seniority order, starting with the lowest seniority employee, except that where progression systems exist, the affected employees will clear through the progression system, so that the youngest seniority employees will eventually be laid off, and the older seniority employees will remain in the classification in the progression system in line with their Board seniority. Effective November 1, 1996, any employee who has returned to the Bargaining Unit shall not have seniority time accumulated outside the Bargaining Unit applied in determining layoff.

When layoffs are made for purpose of reduction of work force, an employee who is laid off shall retain, but shall not accumulate, seniority. An employee who is laid off for a period equal to the employee's seniority at time of layoff, or for a period of three (3) years, whichever is shorter, shall cease to have seniority and the employee's name shall be removed from the seniority list.

B - Recalls:

After an employee has been laid off, the employee may within the following two (2) weeks make written application at the Human Resources office for assignment to a job to replace a lesser seniority employee. If an employee does so, the employee shall be assigned to the job of the least seniority employee in the Bargaining Unit whose job the employee is, in the Board's judgment, presently able to perform. Such assignment shall be made as soon as possible, but no later than the start of the fourth week following application, unless longer seniority employees have been laid off in the meantime who would have return rights to the jobs involved. In no case shall an employee be assigned to a job paying more than the job from which the employee was laid off.

Employees recalled after completion of the above procedure will be returned to work in Board seniority order to fill vacancies, providing they can do the work available.

Employees recalled to work under the above procedures may be required to pass the Board's standard physical examination if there is some evidence of a physical problem which might limit the employee's ability to do the job to which assigned.

Notice of recall will be given by the most expeditious means, and the Board shall promptly give the Union Business Manager a written memorandum that it has given such notice with the names of the employees being recalled. The employees' last address of record with the Board's Human Resources office shall be used.

An employee who fails to report for work when notified to do so by the starting time of their shift on the fifth (5th) working day thereafter, or by the starting time of their shift on any later day on which the employee is instructed to report, shall be deemed to have quit, shall cease to have seniority, and shall have their name removed from the seniority list. However, if an employee's failure to report for work is on account of illness or injury or other serious reason beyond the employee's control, the employee may retain seniority if the employee has notified the Board's Director of Human Resources of such reason prior to the deadline for reporting for work. The Board may require substantiation of such reason given by the employee. If such requested substantiation of such reason is not given promptly to the Board's Director of Human Resources, or is not to the Director's satisfaction, the employee's loss of seniority shall stand, and the employee may appeal the Board's determination through the Grievance procedure, beginning in Step 4.

Employees shall be returned to the classification from which they were laid off, transferred, or reassigned, in accordance with their Board seniority, as openings occur.

ARTICLE VII

LOSS OF SENIORITY

Loss of Seniority, as it pertains to this article, shall mean termination from the active employee payroll. An employee shall lose seniority if the employee:

- A. quits; or
- B. is discharged and the discharge is not reversed through the procedure provided in this Agreement; or
- C. Is absent from work without permission for three (3) successive work-days ("successive" work days being understood to include work-days surrounding a period of scheduled time-off, but not to include the period of such time-off itself). If the employee's absence is on account of illness or injury or other serious reason beyond the employee's control, the employee may retain seniority if the employee has notified the Board's Director of Human Resources by telegram or by registered or certified mail received prior to the expiration of the third (3rd) successive day of absence from work. It is recognized that the Board may require substantiation of the reason given by an employee. If it is not substantiated upon request of the Director of Human Resources, to the Director's satisfaction,

the Board may determine that the employee's loss of seniority shall stand, and the employee may appeal the Board's determination to the Grievance procedure, beginning at Step 3; or

- D. retires, or has been retired, from the Board's service; or,
- E. dies.

As is covered elsewhere herein, an employee may also lose seniority for failure to fulfill their duty to respond to recall from layoffs, as the result of a lengthy layoff or sick leave, for giving false reason to obtain a leave of absence, for being employed or self-employed without prior approval of the Director of Human Resources while on a leave of absence, or for failure to report on time on the first work-day following a leave of absence.

ARTICLE VIII

HOURS OF WORK AND WAGE RATES

Section 1 - Hours of Work:

It is recognized that the furnishing of electricity, water and steam to a large area and to thousands of citizens solely dependent on the Board for such services requires that employees be available for work to be done whenever it needs to be done, in the Board's judgment, and that employees must be scheduled accordingly. Assumption of a work-responsibility in the utility industry necessarily and inevitably involves, as a condition of employment, assumption of such scheduling circumstances.

The very existence of the Board of Water and Light is conditioned and dependent upon the faithful carrying out of its obligations and responsibilities in serving the public; and this responsibility to the public is the responsibility of both the employees and Management of the Board. Furthermore, it is recognized that the furnishing of electricity, water and steam to a large area and to thousands of citizens solely dependent on the Board for such services requires that employees be available for the work to be done. Therefore, regardless of weather conditions, all Board employees have a responsibility at all times to get to work as scheduled.

Because of these facts, henceforth the policy relative to pay, regardless of the weather conditions, will be to "pay for only those hours worked."

During weather emergencies, the Board reserves the right to make special transportation arrangements for those employees who are considered essential to fulfilling the Board's responsibilities.

A - Work-Week:

1. Normal Work Week

Except where agreed to by Union and Management under #2. Flexible Scheduling, the normal work-week shall be scheduled by an employee's

Subprocess Manager, and shall consist of a period of five (5) consecutive days (on a regularly scheduled shift which, on days, shall be between the hours of 7:00 A.M. and 5:00 P.M.), including holidays recognized by this Agreement, the period beginning in most cases on Monday or in other cases on Tuesday, except as is otherwise provided herein.

"Shift work" is work on an operation which runs seven (7) days per week. Except where agreed to by Union and Management under #2. Flexible Scheduling, and except on normally scheduled shift rotation, an employee on "shift work" shall work five (5) consecutive days, which may include Saturday, Sunday, or a holiday recognized by this Agreement, and shall have two (2) consecutive full days off. Shift schedules may be changed (for a limited time) to the extent that, in the Board's judgment, such is warranted by operations and/or the availability and/or ability of employees involved. So far as is practicable, and the ability of the employee warrants in the Board's judgment, "shift work" employees shall be so scheduled that one (1) shift will have Saturday and Sunday off. If a shift employee is working when that employee receives notice of a shift change, where there is less than eight (8) hours between the shifts, the employee will receive a minimum of eight (8) hours off between the end of that shift and the beginning of the next, without loss of pay on the shift from which the employee is relieved.

It is recognized that in a few instances (such as Electric Service Workers, and Building Mechanics, for example) - which shall be kept to the minimum practicable in the Board's judgment - the provisions of the immediately preceding paragraph shall not apply and an employee's work-week may be averaged over a period of fourteen (14) consecutive days.

The work-schedule for an employee engaged in the receiving and storing of coal, or other handling of coal and flyash will normally be one (1) shift at Erickson Station between the hours of 6:00 a.m. and 5:00 p.m., and two (2) shifts at Eckert Station working between 6:00 a.m. and 2:00 p.m. and between 2:00 p.m. and 10:00 p.m., Monday through Friday. Such schedules shall be subject to change when required to facilitate coal and flyash handling, but such schedule changes will be kept to the minimum reasonably possible under the circumstances faced by the Board.

The normal work hours for Customer Service Department are between 7:00 A.M. and 6:00 P.M.

The hours of work for the Customer Account Representatives will normally be between 7:00 A.M. and 4:00 P.M. with a twenty (20) minute paid lunch. On a

rotating schedule, one or two Representatives, depending upon customer need, will be scheduled to work from 10:00 A.M. to 6:00 P.M., with a twenty (20) minute paid lunch. These two (2) Representatives will be furnished with a Board vehicle, pager and two-way radio, and serve on standby Monday through Sunday.

The hours of work for the Electric Substation Inspectors may be scheduled between the hours of 6:00a.m. and 6:00p.m.

2. Flexible Scheduling

a. Maintenance

The normal work-week for employees engaged in the maintenance and repair of equipment in Generating Stations, Steam Heat Plants, Substations, Water Production Plants, and other such facilities used in supplying a continuous service, e.g., MCRC (Production Maintenance, Construction Services, E.C.& M. maintenance), Water Maintenance and Power Plant Maintenance, shall be scheduled by the Subprocess Manager and consist of a period of five (5) consecutive days. The normal work week will include holidays recognized by this Agreement. The normal work week begins in most cases on Monday or in other cases on Tuesday, except as is otherwise provided herein. When the employee's flex schedule includes Saturday, the employee will be paid a Saturday flex premium.

The normal work day for employees under this provision shall consist of eight (8) hours between the hours of 5:00 am and 7:00 pm. Management shall give twenty-four (24) hours advance notice of schedule change to its employees covered under this provision.

Four (4) crews consisting of sixteen (16) maintenance employees, two (2) Instrument Control Specialists (ICS), and two (2) Electricians will work a normal fixed schedule of 24/6, to include Sunday through Friday, 1st and 3rd shifts. The crews will be staffed by bargaining unit employees hired after May 1, 1999.

b. Construction

The normal work-week for all employees included in construction and maintenance, e.g., Delivery Process Line Construction, Construction Services, E.C.& M. construction, Water Distribution, BESOC and MSMRC subprocesses, shall be scheduled by the Subprocess Manager and consist of a period of five (5) consecutive days, Monday through Friday. The normal work day for employees under this provision shall consist of eight (8) hours between the hours of 5:30 am and 5:30 pm. Management shall give twenty-four (24) hours

advance notice of schedule change to its employees covered under this provision.

c. Ten and Twelve Hour Shifts

Ten (10) and twelve (12) hour shifts will be allowed in those subprocesses where they would benefit customer service or enhance equipment availability, with the agreement of subprocess Management and if voted upon and agreed to by a 2/3 majority of employees who would be affected.

B - Work-Shift and Shift Rotation:

An employee's work-shift shall be eight (8) hours of work and so far as is practicable, and to the extent that the ability of the employees involved warrants, employees on round-the-clock operations shall not be continuously assigned to the same period of work-hours, except for a group of employees such as Building Mechanics, etc., who may be otherwise scheduled by their Subprocess Manager.

Exceptions to the above shift rotation language may be requested through the Special Conference provision of this Agreement.

C - Lunch Period:

An employee shall be entitled to a lunch period of duration established by the employee's Subprocess Manager, as close to middle of the employee's scheduled period of work as is practicable under the circumstances of the work involved. Such lunch period shall be unpaid except as is provided in the paragraph immediately following and also in Article IX, Section 8.

In subprocesses where it is determined that work of certain classifications does not permit time away for lunch, employees shall be required to eat on the job. Further, employees of subprocesses which are responsible for maintenance and/or construction, the MSMRC, Transformer Lab, Meter Lab, Electric Metering, Water Field Representative, and Customer Account Representative will be required to take their lunch period on the job or job site year-round. These employees will be paid for a twenty (20) minute lunch period year-round at straight time rate.

D - Maintenance and Repair:

The work-shift and/or work-week for employees engaged in the maintenance and repair of equipment in Generating Stations, Steam Heat Plants, Substations, Water Production Plants, and other such facilities used in supplying a continuous service (such as all electrical and mechanical repair employees or other maintenance employees of any kind) shall be subject to change at any time when required to properly maintain such equipment. Any employee affected shall be given as much advance notice of any working schedule change as is reasonably possible under the circumstances presented. Shift changes shall

not be made to prevent short periods of overtime, but will be made only in cases of maintenance and/or repair of longer duration.

E - Absences:

The parties mutually recognize that in view of the essential public services performed by the Board, an employee shall not be absent from duty unless the employee has first secured permission from their Supervisor at least twenty-four (24) hours in advance of such absence. However, in case of an unforeseeable emergency, the employee shall notify subprocess supervision or, if unable to reach supervision, call BESOC (702-6433) as early as possible under the circumstances. Failure to secure advance permission for absence or to give notice in such an emergency situation is agreed to provide proper cause for disciplinary action.

F - Pay Periods:

Bi-weekly payroll periods will close at midnight of alternate Saturdays for all employees. Paychecks will normally be available at the employee's subprocess office by 3:00 P.M. on the first Thursday following. If a holiday falls on the normal Thursday payday, checks will be available as outlined above on the following day.

An employee who may occasionally need a paycheck earlier than normal must make written application to their Subprocess Manager for same not less than one (1) calendar week ahead.

For purposes of timekeeping and payroll records, an employee's time shall be reported to the nearest one-tenth (1/10) hour.

G - Rules for Relief Operators, Employees in Training and Excess Operators:

1. The Relief Operator classification will be established for shift work operations at Eckert Station, John Dye Water Complex (to include the Wise Road Plant) and Erickson Station.

2. Relief Operators will work five (5) days in a calendar week, and will normally have two (2) consecutive days off, but may on occasion be required to work up to ten (10) consecutive days, but only forty (40) hours in a calendar week. They will not normally rotate in the same rotation as regular shift operators.

3. Relief Operators will be used to relieve for vacations, Free Choice days, sickness, pick-up shifts, etc., and may at the option of supervision relieve in more than one classification. The pick-up shifts will be so scheduled that the Relief Operators assigned to this shift will have Sundays off part of the time and may have Saturdays and Sundays off part of the time.

4. A Relief Operator will be considered for equalization of overtime with the operators in the highest classification the operator relieves.

5. The posting of the Relief Operator classification will not be necessary.

Management will personally contact the senior employee in the classification where the Relief Operator is needed, and the senior employee will be given first choice for the Relief Operator's job. If the senior employee should decline the job, it will be offered to the next senior employee. This procedure will continue down the seniority list in the job for which the Relief Operator is being chosen until an employee elects to take the Relief Operator's job. If no one in the classification wants the job, it will be given to the employee with the least seniority in the classification for which the Relief Operator is being chosen that has worked the job alone for a minimum of six (6) months. When a person elects to take the Relief Operator's job, it will in no way affect that person's bidding for a posted job even though the person has not been on the job six (6) months.

6. All other shift work employees will be subject to the normal work-week provisions as outlined in Section 1-A above except for the following:

A. Regular operators who are extra or excess because equipment is shut down or out of service etc., may be used for relief duty when the Relief Operators on jobs which the extra operator is qualified to perform are being used for relief duty. They may also be assigned to other work for which they are qualified, or their spare time may be utilized for training purposes. During all this time they will be paid at their regular rate.

B. Employees training for another job may be used as outlined in the first sentence of 6-A above, and may also be subject to a twelve (12) hour notice of change of shift for training purposes. They will also be paid at their regular rate.

7. When a Relief Operator is selected to fill a vacancy in a higher classification, the operator will continue to be paid as a Relief Operator in the operator's previous classification as long as the operator is being used to perform these duties.

Section 2 - Wage Rates:

A - Present Jobs:

The classifications of work as of the date of this Agreement and the wage rate(s) per hour for work performed in each classification, for employees included in the Bargaining Unit covered by this Agreement, shall be as set forth in Attachment A and Attachment A-1 which are attached hereto and made a part hereto.

Effective January 1, 1985, the wage rates set forth in Attachment A-1 are established for employees working under these classifications with a hire date of January 1, 1985 or later.

Effective November 1, 2008, all employees covered by this Agreement will receive a 3% increase in basic wage rates. Effective November 1, 2009, all employees covered by this Agreement will receive a 3% increase in basic wage rates. Effective November 1, 2010, all

employees covered by this Agreement will receive a 3% increase in basic wage rates. Effective November 1, 2011, all employees covered by this Agreement will receive a 3% increase in basic wage rates. These increases apply to both the minimum and maximum rates listed in Attachments A and A-1.

Management and the Union will review, on an annual basis, wage adjustment requests, such requests not to exceed six (6) per year. Upon request from the Union, Management must respond to wage adjustment requests within six (6) months after the presentation.

B - New Jobs:

At the start of a new job which would be within the Bargaining Unit and which cannot properly be placed in a classification set forth on Attachment A, the Board will notify the Business Manager in writing of such new classification and of the rate which the Board has applied to it.

The classification and rate so established by the Board shall become permanent at the end of ten (10) working days after such notice to the Business Manager unless, within the last five (5) working days of such period, the Business Manager shall, in writing, request the Board's Director of Human Resources to discuss the rate established for such classification.

If the Business Manager requests such discussion, the Business Manager and the Board's Director of Human Resources shall each expend their best efforts to conclude such discussion, in a manner mutually satisfactory, within five (5) working days following the Business Manager's request. If they are unable to do so within such period, the matter shall be referred to Step 3 of the Grievance procedure. The Director of Human Resources and the Business Manager shall each have the right to have present at the meeting provided for in that Step any person referred to in the provision for that Step in Article XIII.

If the rate on such a new classification through discussion or the Grievance procedure is settled higher than the rate which the Board assigned to it, such higher rate shall be applied retroactively to the date the job was first worked, unless mutually agreed otherwise between the Board and the Union.

C - Temporary Transfer Job:

The rate of an employee's regular job or the minimum rate of the job to which the employee is transferred--whichever is higher--shall be an employee's applicable base rate for all hours worked in that job providing the employee works at least one (1) hour on the higher rated job. However, if the minimum rate of the job to which the employee is transferred is less than \$.10 per hour more than the employee's regular rate, the employee will receive the difference to give a total of \$.10 more per hour than the employee's regular rate for all hours worked. If the employee's regular rate is at or above the minimum rate of the job to which the

employee is transferred, the employee will receive \$.10 per hour more than the employee's regular rate for all hours worked. In no event shall an employee so transferred receive more than the maximum rate of the job to which the employee is transferred.

After working on a temporary transfer job for a continuous period of three (3) months or longer, the employee will be paid the temporary hourly rate for Paid Time Off days only when used for personal illness for up to a maximum of two (2) weeks of any individual instance of personal illness.

After working on a temporary transfer job for a continuous period of three (3) months or longer, the employee will be paid the temporary hourly rate for vacation if such vacation is taken while assigned to the temporary transfer job. The Board will not replace that employee, prior to taking vacation, with another employee solely to avoid the payment of the temporary transfer job rate.

ARTICLE IX WAGE SUPPLEMENTS

Section 1 - Bereavement Time:

A. At the time of the death of a member of an employee's immediate family, as defined below, the employee shall be granted leave of absence for the purpose of making funeral arrangements, attending the funeral, etc., for a period of time which is of duration appropriate to the circumstances presented (such as the out-of-town travel involved), and shall be paid for not to exceed three (3) of the employee's scheduled work-days in that period. However, an exception shall be made to include one (1) additional work-day if the burial requires travel in excess of five hundred (500) miles one way and to the extent that the affected employee cannot return in time to secure eight (8) hours of rest before the beginning of the scheduled work period. It is understood in this connection that the time so taken includes attending the funeral. "Immediate family" shall mean parent, spouse, child, or step-child, wherever they may have resided, or any other family member whose residence is the same household as the employee at the time of death.

The employee shall be paid for not to exceed one (1) day for attendance at the funeral of a brother-in-law, sister-in-law, grand-parent, step-parent, grandchild, brother, sister, parent-in-law, son-in-law, daughter-in-law, uncle, or aunt. Additional time above the one (1) day limitation may be granted if the employee gives satisfactory reasons to Management for the additional time and with prior approval of the employee's supervisor. However under no conditions shall the time involved exceed three (3) days in total.

The Board may require verification of the death and/or the relationship of the employee to the deceased, at its discretion, following the leave and before making payment

for the bereavement time. The Board may withhold payment if the employee did not make prompt request for leave prior to taking the time off so that the employee's work could be covered during the absence.

B. An employee who serves as a pallbearer at the funeral of a fellow-employee of the Board or of a pensioner from employment with the Board will be paid straight-time pay for such work-hours so lost as may be necessary for this purpose in the Board's judgment, provided the employee gives to the immediate Supervisor as much advance notice as is possible under the circumstances, of the need to be off work for this reason.

Section 2 - Call-in Pay and Travel Time:

A - Call-in Pay:

An employee who is called in to work outside of and not continuous with the regularly scheduled working hours shall be guaranteed at least two (2) hours' pay at the overtime rate of the regular job or of the job which the employee is called in to perform--whichever is the higher rate. Such two (2) hours shall include travel time as outlined in B below. If an employee is dispatched to more than one job before the end of the basic two-hour period, no extra time will be allowed on that account. The minimum time provided for herein does not apply if an early call-in period extends into the start of the employee's regular work period, nor to overtime work continuous without interruption after such regular work period.

B - Travel Time:

1. When an employee is called in to report to work immediately outside of regularly scheduled working hours, and the employee does so within a reasonable period of time, the employee will be paid from the time of the call to the completion of the job, plus reasonable wash up time, not to exceed fifteen (15) minutes, if the employee desires to clean up before leaving work. One-half (1/2) hour will be considered a reasonable period of time.

2. When an employee is called in to report to work at a specific time outside of regularly scheduled working hours with less than two (2) hours advance notice, the employee will be paid one-half (1/2) hour travel time in addition to hours worked.

3. The inclusion of travel time in the call-in pay provisions of the first paragraph of this section shall not apply to pre-scheduled overtime when advance notice of two (2) hours or more has been given-- including the situation where an employee is asked to work overtime following a break of one (1) hour or more at the end of the regular work period. If less than two (2) hours' notice is given, or if the break is less than one (1) hour, such call-in pay provisions shall include travel time.

Section 3 - Free Choice Time:

Effective each January 1st, an employee having seniority status shall be credited with a total of forty-eight (48) hours of "Free Choice Time."

An employee who completes the probationary period during any calendar year during which this Agreement is in effect, shall be credited with "Free Choice Time" at the basic hourly rate set forth in Attachment A and Attachment A-1, as follows:

<u>If the employee completes probation on or before</u>	<u>"Free Choice Time"</u>
April 1 st	Twelve (12) hours
July 1 st	Eight (8) hours
October 1 st	Four (4) hours

An employee shall receive pay at the regular basic straight time rate in lieu of paid time off for "Free Choice Time" not used by the end of a calendar year, upon written request prior to the end of the year. Such payment shall be for not more than two (2) days in any one (1) calendar year. This payment will be made by the third pay day after the first of the year. In addition to, or in lieu of, up to two (2) days of unused Free Choice Time may be carried over from one year to another with the stipulation that such Free Choice Time carried over must be used by May 31 of that year or forfeited. Free Choice Time in excess of the above which is not used will be forfeited at the end of each calendar year.

By prior arrangement made with the employee's Subprocess Manager, an employee may be scheduled off for a period of four (4) or eight (8) hours of work, and such period(s) shall be charged to, and paid from, the employee's "Free Choice Time" credit, to the extent of such annual credit. Under normal conditions, an employee may be required to make arrangements with the Subprocess Manager at least three (3) days prior to the desired time off. Emergency situations will not require the three (3) day prior notice. The payment of overtime shall not be grounds for denial. In most situations, documentation of emergency situations will be required. Customer Service employees may elect to utilize "Free Choice Time" credit as a personal holiday for a four (4) hour period before a general holiday cited in Section 5, except that sufficient employees will be retained to provide necessary services if the business office is required to be open.

With the approval of the Subprocess Manager, an employee may be scheduled off in one (1) hour increments. Grounds for denial will include, for example, inconvenience for the operation and the need to pay overtime.

Employees having Free Choice Time may transfer such time to co-workers who have exhausted all benefits and are on an approved Leave of Absence Due to Sickness as defined in Article X, Section 4.

Section 4 - Full-Day's Work:

An employee covered by this Agreement who reports for the scheduled regular work-day on time and in condition to work will be paid for such scheduled hours unless the employee is suspended or disciplined pursuant to Article XII, or is laid off pursuant to Article VI, Section 4, or voluntarily leaves work.

Section 5 - Holidays:

An employee may use "Free Choice Time" as personal holidays on dates of their selection (such as the birthday or anniversary of the employee or of a member of the employee's family, a holiday observed by those of the employee's religious faith, etc.) on which the employee would otherwise be scheduled to work--after making prior arrangements for such a personal holiday with the Subprocess Manager. If more employees apply for the same date for a personal holiday than can be spared from work that day in the judgment of the Subprocess Manager, the date will be granted as a personal holiday to the number of employees, if any, who can be spared, in the seniority order of the applicants.

The Board also recognizes the following general holidays:

- | | | |
|--------------------------|------------------------------------|----------------------------|
| New Year's Day | Memorial Day | Independence Day |
| Labor Day | Thanksgiving Day | the day after Thanksgiving |
| the day before Christmas | Christmas Day | the day before New Year's |
| | Martin Luther King, Jr.'s Birthday | |

On the above general holidays, the Board will schedule off as many employees who would otherwise be scheduled to work as, in the Board's judgment, it can spare consistent with its responsibilities to its customers.

An employee who is scheduled off on a general holiday will be paid at the regular hourly rate, exclusive of shift or overtime premium, for such hours as the employee otherwise would have worked for the Board on that holiday, provided the employee works the full period of the last scheduled work-day prior to and the next scheduled work-day after the holiday, or is absent from work by reason of utilizing Paid Time Off Credit, Vacation, or "Free Choice Time," or Excused Absence with prior approval by the employee's supervisor.

An employee who works on a general holiday shall receive holiday pay in addition to pay at overtime rate for hours worked on the holiday.

An employee who fails to work a general holiday work assignment without reasonable cause acceptable to the Board shall not receive holiday pay.

Non-Shift Employees:

A non-shift employee who is not scheduled to work on a general holiday which falls on a Saturday shall observe the last regularly scheduled workday as holiday. An employee who is not scheduled to work on a general holiday which falls on Sunday shall observe the next regularly scheduled workday as holiday, with the holiday observation for the day before

Christmas and day before New Year's Day being the last regularly scheduled workday prior to the holiday.

An employee who is scheduled to work on a general holiday which falls on Saturday or Sunday shall observe that day as the general holiday.

Shift Employees:

A shift employee will observe a general holiday the day on which the general holiday falls, regardless of whether that holiday falls on Saturday or Sunday. If an employee is scheduled to work on the general holiday, the employee shall receive holiday pay in addition to pay at overtime rate for hours worked on the holiday.

If a general holiday falls on the employee's off-day in the employee's regularly scheduled workweek, the employee's next regularly scheduled workday shall be observed as the holiday.

If Christmas Eve, Christmas, New Year's Eve, or New Year's falls on the employee's regularly scheduled day off, Christmas Eve and New Year's Eve will be observed on the employee's last regularly scheduled workday, and Christmas and New Year's Day will be observed on the employee's next regularly scheduled workday.

Section 6 - Insurance:

A - Hospital, Medical, Surgical, Dental:

The Board will make available to the employee a hospital, medical and surgical insurance plan, and Prescription Drug Plan. Effective January 1, 2005 employees will participate in premium sharing at 5% of the applicable insurance premium for hospital, medical and surgical, and prescription drug insurance plans. Effective January 1, 2009 the insurance plan will include a \$150/individual and \$300/family annual deductible, an increase from \$75 to \$150 emergency room use co-pay, and office visit co-pay is \$10. Effective January 1, 2009 Chiropractic office visits will be \$20. Effective September 1, 2005 the prescription drug plan will increase from \$2 to \$5 generic drug co-pay and from \$12 to \$15 brand drug co-pay. The Board will deduct the cost of premium sharing from employee paychecks, on a pre-tax basis. If alternate hospital, medical, and surgical insurance plan(s) are made available, any additional cost(s) shall be at the employee's expense. Forms and information as to the plan(s) shall be available at the Board's Human Resources office.

The Board will also reimburse 90% toward the charge of Part B of Medicare. This coverage will also apply to retirees and their spouses as long as benefits are being provided under the Board Pension Plans.

Employees who do not need to have hospitalization coverage through the BWL may, with proof of other insurance, drop their basic hospitalization. These employees will be paid a bi-weekly amount of \$85.85. This payment will not be construed as part of an employee's

base rate for purposes of benefit calculations. BWL employees will not be allowed to duplicate BWL coverage or be eligible for BWL cash in lieu of flexible benefits plan payment if covered by a BWL plan as their alternate health coverage.

Eligible Employees hired after January 1, 2009 shall receive the same level of coverage, and be responsible for health care premium sharing, and co-pays at the same level as other active employees. To the extent the eligible Employee, who is hired after January 1, 2009, is eligible for benefits under the Post Retirement Benefit Plan, their respective level of coverage, co-pays and health care premium sharing as a retiree through retirement shall be at the same level it was as of the date of retirement. In the event the retiree dies and is survived by a spouse or eligible dependent, the surviving Spouse and/or eligible dependent shall continue to be responsible for the same level of health care premium sharing as the respective retiree. Upon retirement, active employees hired on or before December 31, 2008 will continue with the same health care benefit level of coverage, co-pay, and premium sharing as retirees pay as of September 15, 2008, and the provisions of the Post Retirement Benefit Plan shall remain in full force and effect.

B - Life:

The Board will arrange for a policy of group life insurance, to include basic life and accidental death and dismemberment, for active employees, subject to the terms and conditions set forth in said policy, as from time to time amended. The Board will pay the full premium for the first \$10,000 of coverage for all employees. Employees may choose to carry additional insurance coverage to total one and one-half (1 & 1/2) times the employee's earnings based on the hourly rate on July 1, times 2,080 hours, increased to the next full one thousand dollar unit. The employee will pay fifty percent (50%) of premium on all life and accidental death and dismemberment insurance coverage over \$10,000. Such premium to be automatically paid through the Flexible Spending Plan.

The amount of group life insurance on each employee retired after July 15, 1961, shall be fifty percent (50%) of the amount of insurance on the employee's life immediately prior to retirement. The amount of group life insurance on each employee retired after December 31, 1970, will be one-third (1/3) the amount of the insurance on the employee's life immediately prior to retirement to the next higher \$500. The retiree will pay fifty percent (50%) of the premium cost on all insurance coverage under this plan. Coverage ceases at retirement for employees opting for only the minimum \$10,000 coverage.

C - Long Term Disability:

The Board will pay for a Long Term Disability plan for all full-time employees. This LTD plan will include a ninety (90) day waiting period with a benefit equal to fifty percent

(50%) of base salary up to a maximum of \$3,000 monthly benefit. The maximum benefit will include offsets for Social Security, Workers' Compensation and the BWL employees defined benefit pension plan. Additional benefits, if any, will be paid at the employee's expense.

D - Dental:

The Board will arrange for a Dental Program with 100% Preventative Services with a separate \$100/individual and \$200/family deductible, the premium for employee and family coverage to be paid by the Board.

The Board will provide the same dental coverage to pensioners, beneficiaries, and dependents as it provides to active employees.

E – Vision:

The Board will arrange for an employee paid group vision insurance that will be paid for with pre tax dollars.

F- General:

The Board reserves the right to substitute another carrier of any coverage; the fundamental provisions of the present coverage will not be reduced.

The BWL does not honor domestic partnership agreements in regards to its health care coverage; domestic partners are not covered under the BWL health care plan.

Section 7 - Jury Duty and Witness Pay Supplement:

During the period when an employee is performing required jury duty service or is required to serve as a witness during hours when the employee would otherwise be regularly scheduled to work, and has been served with a subpoena, the Board will pay at straight-time rate, for the hours which the employee would have worked on the regularly scheduled shifts during the employee's period of jury or witness duty, provided the employee gives the Subprocess Manager prompt notice of the call to jury service or witness duty, and thereafter provides the Subprocess Manager evidence of the employee's performance of jury service or witness duty.

The Board will not reimburse any employee for witness time whereby the employee is either the Plaintiff or Defendant in the case or the employee has a personal stake in the outcome of the case.

Section 8 - Meals:

If an employee is called in to begin work before the regular starting time for that day--without advance notice of one (1) hour or more--and continues work into the regular shift, the employee will be furnished a reasonable meal at the Board's expense as soon as conditions permit.

When under circumstances such that the immediate supervisor of a job reasonably and sensibly requires an employee to delay the usual starting time of the employee's unpaid midshift meal (referred to in Article VIII, Section 1-B) for more than one (1) hour, the employee's midshift meal period will be considered as time worked and the employee may eat on Board time as soon thereafter as is practicable.

When an employee is required to work beyond the scheduled quitting time for more than two (2) hours, or for periods of more than six (6) consecutive hours of unscheduled overtime work, the employee will be eligible for a meal at the Board's expense and will be paid for actual required eating time up to forty-five (45) minutes if the meal is eaten within a work period. This meal will be furnished as soon thereafter as conditions permit. When working extended periods where more than one (1) meal is furnished, the employee will be eligible for a second meal six (6) hours after the time the employee was eligible for the preceding meal.

However, if at the time an employee is released from work at the end of the job the employee is entitled to a meal under the provisions above, the employee may at their option purchase a reasonable meal, to be eaten on their own time, for which meal the Board will reimburse the employee, or elect to accept one-half (1/2) hour at the employee's rate then applicable, for each meal not so furnished.

Meals or meal-time at the Board's expense are not provided during a scheduled overtime period except as provided above, or as may be provided by special agreement in a particular instance under circumstances which reasonably and sensibly call for doing so.

Section 9 - Military Reserve Pay:

An employee who has one (1) year or more of seniority and who is required to participate in annual active duty training with the reserve components of the Armed Forces of the United States will be granted leave of absence for this purpose in accordance with applicable statutes and decisions of the courts, for not to exceed two (2) weeks (10 working days) in any one fiscal year (July 1st through June 30th), and will be paid the difference, if any, between the base pay for such military reserve service and the pay which the employee would have received had the regularly scheduled shift been worked by the employee during such period of service, provided the employee gives the Subprocess Manager prompt notice of such period(s) of duty as well as an authenticated copy of the pay voucher for the duty.

Situations involving special riot duty will be referred to the Board of the Board of Water and Light for consideration as they occur.

Section 10 - Overtime:

A - General Provisions:

Time worked by an hourly-paid employee in excess of the regular work schedule per day or after forty (40) hours per week will be paid according to the schedules in the following paragraphs. For purposes of applying overtime, any Paid Time Off and unpaid union business leave will be considered as time worked. Effective November 1, 2005 the overtime rate will be:

1. One and Seven-Tenths (1.7) Times.
2. Two (2) Times
 - a. on BWL holidays;
 - b. on second day off;
 - c. for any overtime beyond twelve (12) hours continuous work;
 - d. for all call-ins.

Overtime rate will not be paid when days off are changed due to shift rotation relief duty or change of job.

An employee used for relief duty who is called in to work to relieve another employee, is entitled to at least twenty-four (24) hours' notice in advance of the time at which the employee reports for work, except when the employee is called in to relieve an employee due to illness, the employee is entitled to at least twelve (12) hours' notice in advance of the time at which the employee reports for work. If the employee receives less than the minimum advance notice, the employee shall be paid overtime for the first shift worked in response to the call-in.

An employee who is required to change scheduled shift is entitled to at least twenty-four (24) hours' notice in advance of the time at which they report for work. If the employee does not receive the minimum advance notice, overtime shall be paid for the first shift worked as a result of the change.

B - Distribution of Overtime:

Overtime pay will be equalized as nearly as practicable among employees in the same job classification within the same Subprocess or Plant. Records of overtime worked will be kept by each subprocess. Subprocess records shall be kept by classification and shall be updated and posted bi-weekly.

Employees who refuse overtime on the agreed to number of occasions and within the agreed to number of days will be placed on the inactive overtime list for the remainder of the

quarter. When employees are placed back on the active overtime list, they will be credited with the number of hours equal to the high person on the overtime list in that classification.

A weekly sign-up sheet for overtime availability will be posted in each subprocess on a weekly basis. The list will be sorted by classification and overtime. Any employee that refuses overtime or is not on the weekly sign-up sheet will be charged accordingly.

In non-emergency situations, if the appropriate person on the overtime list is not called, said employee will be given the opportunity to work the missed overtime, at the missed rate, by the end of the following quarter. If the employee is not offered the opportunity to make-up the overtime, the employee will be paid for the hours at the missed rate. An employee who is making up overtime will be considered an "extra" and the make-up overtime will not adversely impact the other employees on the overtime list.

C - Pyramiding:

Overtime premium payments shall not be duplicated for the same hours worked under any of the terms of this Agreement.

Section 11 - Paid Time Off Credit:

When an employee has completed the probationary period, they shall then accumulate a Paid Time Off Credit of one (1) working day (8 hours) for each calendar month of active service completed thereafter, to a total accumulation of not to exceed one hundred seventy-five (175) days. However, if an employee misses work for any reason other than in a Vacation, Free Choice, or Workers' Compensation status, and this absenteeism causes them to lose ten (10) working days in a calendar month, they will not receive one (1) working day of Paid Time Off Credit for that calendar month.

A bank of additional days at the rate of one (1) working day (8 hours) for each calendar month of active service completed thereafter will be established, such bank not to exceed twenty-five (25) days at any one time. This bank will be added to the employee's accumulated Paid Time Off Credit only if on any one occasion the employee uses thirty (30) or more consecutive Paid Time Off days or, in the case of a leave for compensable injury, the employee is off for thirty (30) or more consecutive Paid Time Off days.

An employee returning to work from a leave for compensable injury who as a result of the leave has exhausted Paid Time Off Credits, will be credited with an additional allowance, to the number of days accumulated as Paid Time Off Credit at the beginning of the leave, but not to exceed ten (10) days. Such additional time will not be credited to an employee more than once in a calendar year.

This time may be utilized as set forth in Sections 1 and 16 of this Article IX.

Section 12 - Rest Time:

When an employee is required to work such hours that normal sleeping time is interrupted, the employee may be provided a rest period. Normal sleeping time is defined as the eight (8) hour period beginning nine (9) hours prior to the employee's normal starting time and ending one (1) hour prior to the employee's normal starting time. Such rest time shall be unpaid except as provided below.

An employee may request rest time anytime that employee is required to work during normal sleeping hours. The amount of rest time will be determined by the length of time the employee is required to work during normal sleeping hours. An employee who is required to work during normal sleeping time will be granted rest time in an amount equal to the time worked during normal sleeping hours up to eight (8) hours, such rest time to commence at the employee's regular starting time. The employee will be paid at straight-time rate for such hours.

When an employee is required to work sixteen (16) hours or more in a twenty-four (24) hour period, the employee will be entitled to a rest period of at least eight (8) hours, beginning as soon as the necessities of the work permit, and upon release from the job. Such time shall be unpaid except for that portion which extends into the regular scheduled working hours. Any such hours which extend into the regular scheduled hours will be paid at straight time.

When an employee is released for rest time as covered in the two paragraphs immediately above, and is subsequently recalled to work before the entitled rest time is completed, the employee will return to work at the premium rate, if any, which the employee had attained when released for rest time.

During emergency conditions (for example, those due to a tornado or sleet storm) which last three (3) or more successive days, if an employee is required to work sixteen (16) or more hours out of a period of twenty-four (24) consecutive hours on successive days, the employee may be paid for rest time up to eight (8) hours at straight-time rate when released for a rest period outside the hours of the regular forty (40) hour work week schedule. If an employee's rest time during emergency conditions does not exceed four (4) hours, the employee will return to work at the premium rate, if any, which the employee had attained when released for rest time.

Paid rest time during regular scheduled hours shall be considered the same as worked time for the purpose of determining when overtime premium pay starts in a work day.

Paid rest time is not allowed when shift changes, whether scheduled or changed without notice, cause sixteen (16) hours of work in twenty-four (24), nor is it allowed on the basis of accumulated time allowances for unworked time, such as minimum pay, on-call, or paid rest time, etc. Further, paid rest time is not allowed for shift work when employees are

called in early or retained beyond their normal shift to cover absences, etc. Shift workers will be eligible for rest time pay when there are less than eight (8) hours off between regularly scheduled shifts. Rest time will be paid at straight time rate.

Section 13 - Retirement Allowance:

An employee who during the term of this Agreement retires from active service with the Board under the Board's Employee's Pension Plan, having attained their normal retirement age, and who becomes a pensioner thereunder, will be paid for remaining Paid Time Off Credit as a retirement allowance, but not to exceed eighty-seven. five (87.5) days, except if the employee meets criteria according to the following schedule:

Service Plus Age	Percent Paid	Service Plus Age	Percent Paid
80	50%	93	76%
81	52%	94	78%
82	54%	95	80%
83	56%	96	82%
84	58%	97	84%
85	60%	98	86%
86	62%	99	88%
87	64%	100	90%
88	66%	101	92%
89	68%	102	94%
90	70%	103	96%
91	72%	104	98%
92	74%	105	100%

The above retirement allowance of an employee who retires prior to their normal retirement age, with approval of the Board, will be reduced as follows:

A reduction of three (3) days per year or 25/100 of one (1) percent multiplier by the number of full months contained within the period from the retirement date and the employee's normal retirement date.

Section 14 - Retirement Pension:

The Board will continue to provide to an employee covered by this Agreement a retirement pension as set forth in the retirement plan(s) available at the Human Resources Office.

Section 15 - Shift Premium:

Effective upon ratification of this agreement, in addition to the basic hourly wage-rate, a shift premium of one dollar (\$1.00) per hour shall be paid as a separate item for each hour

worked by a shift employee on a regularly scheduled shift which begins between 2:00 P.M. and 9:00 P.M. A shift premium of one dollar and fifty cents (\$1.50) per hour shall be paid as a separate item for each hour worked by an employee on a regularly scheduled shift which begins between 9:00 P.M. and 12:00 Midnight.

Section 16 - Sick-Time, with Pay:

- A. During the period of an employee's absence from work due to a non-compensable illness or injury, or pregnancy, childbirth, or related medical conditions, the employee will be paid from Paid Time Off Credit previously provided for in Section 11 of this Article IX to the extent of, and in accordance with, the procedures of this Section 16.
- B. An employee who is absent from work due to an illness or injury compensable under the provisions of the Michigan Workers' Compensation Act may be paid from Paid Time Off Credit for the employee's "waiting period" under the Act (beginning with the first day thereof), and thereafter may have the Workers' Compensation payments supplemented from Paid Time Off Credit to make up the difference between Workers' Compensation Payments and the employee's regular wage.
- C. An employee may, with prior approval of the Subprocess Manager, utilize Paid Time Off Credit up to a maximum of five (5) days when there is illness or injury in the employee's immediate family which necessitates absence from work. "Immediate family" shall be restricted to the following relationships of the employee: husband, wife, child, father, mother, sister, brother, father-in-law, mother-in-law.
- D. When an employee is not able to report for work for reason of injury or illness, it shall be the employee's responsibility to notify the Supervisor or Subprocess Office as early as possible, but in no event later than fifteen (15) minutes for non-shift and one-half (1/2) hour for shift workers prior to the regular starting time. Unless exempted by Supervision, the employee is to call in at the approximate time each day of absence. Unless such notice is received, no sick time payment will be approved either from Paid Time Off Credit or Free Choice.
- E. Claims for payment of wages during absences as provided under this sick time plan will be made only upon the recommendation of the employee's Subprocess Manager who may require a physician's certificate or other pertinent evidence satisfactory to the Subprocess Manager and to the Human Resources Office, to confirm the reason for absence from work for which a sick time claim is made. After induction into the

Excessive Absenteeism Program employees will be required to submit a "Doctor's Report to the BWL" (DRB) for the next absence due to illness or injury. A sick time affidavit must be completed at the Subprocess Office on the date of an employee's return from any absence chargeable to sick time. Falsification of any sick time claim shall be cause for disciplinary action which can include discharge.

- F. An employee who is frequently absent due to illness or injury may thereby indicate that their health is not suitable for employment in the Board's environment and so result in the Board placing the employee in sick leave status and upon return to work, subject to a "Conditions of Continued Employment Agreement."

Section 17 - Social Security:

Both the Board and the employee have to pay the same amount of Social Security Tax on an employee's gross earnings under the present law. The Board deducts an employee's Social Security Tax from the employee's paycheck, matches the amount deducted, and remits the total amount to the Federal Government to the credit of the employee's Social Security account.

Section 18 - Standby Time:

It is recognized that the Board may assign employees to be on call for a week or any portion thereof. Employees so assigned must be available by telephone or pager at all times while on call and be able to arrive at reporting place within a reasonable time after being called. One-half (1/2) hour will be considered a reasonable period of time.

An employee so assigned to be on call will be paid three (3) hours' pay at the basic hourly wage-rate for each weekend or holiday day and one (1) hour for each weekday on call, and will be furnished a pager or similar equipment for the time on call.

While on standby, all applicable BWL Employee Rules of Conduct shall apply.

Section 19 - Sunday Premium:

When Sunday is scheduled as a day of an employee's regular five (5) day work-week and no overtime premium applies to scheduled time worked on that day, the employee will be paid a premium of one quarter (1/4) of the basic hourly wage rate for each hour worked on that day at straight time rate.

Section 20 - Saturday Flex Premium:

When Saturday is worked as a part of an employee's flex schedule, and no overtime premium applies to scheduled time worked on that day, employees will be paid a premium of one quarter (1/4) of their basic hourly wage rate for each hour worked on that day at straight time rate.

Section 21 - Tools and Equipment Furnished:

The Board will continue to furnish such tools and equipment as it furnished immediately prior to the effective date of this Agreement. Consistent with the principles recognized in Article XI, Section 9, "Safety," the Board will replace any such tool or piece of equipment which an employee turns in and which, in the Subprocess Manager's judgment, is in condition unsafe for further use and does not evidence misuse for its purpose.

Effective July 1, 1990, for employees entering into a classification, the Board will purchase all necessary tools required to perform the duties of that classification. These tools will be the property of the BWL. Employees currently in those classifications who have purchased their own tools will have the option of selling those tools to the BWL upon retirement, or upon leaving the classification. Employees selling tools to the BWL will be paid 75% of the current tool replacement cost, provided tools are in good condition.

Section 22 - Uniforms and Work Clothing Furnished; Clean Up Time:

The Board agrees that it will continue any practice with respect to the furnishing of uniforms or of work clothing, or with respect to clean up time, which it was following immediately prior to the effective date of this Agreement. Management agrees to furnish coveralls to employees when they are performing maintenance on boilers and such work includes contact with flyash. In addition, during the term of this Agreement the Board will extend such practices to new situations in which, by mutual agreement between the Board and the Union, such is required.

Effective January 1st, 2001 and each January 1st thereafter, Board of Water and Light employees will be credited with a \$40.00 safety shoe allowance. Employees will be allowed to bank the \$40.00 to a maximum of \$200.00 for the purchase of approved safety boots meeting both the BWL and ANSI Z41-1991 (or latest revision) standards. Electrical hazard boots will be required for electrical workers. Any part of the banked allowance that is not used will carry over to the maximum. Employees may use their full current balance at any time for the purchase of approved work boots.

Section 23 - Vacation, with Pay:

A - Eligibility, and Allowances:

On January 1st following employment, an employee shall be credited with five-twelfths (5/12) of a day's Vacation per full month worked to that date, adjusted to the next full day.

On January 1st following completion of the first full calendar year of service, an employee shall be credited with five (5) working days of Vacation, with pay.

On January 1st following completion of two (2) complete calendar years of service, an employee shall be credited with ten (10) working days of Vacation, with pay, each year on such date.

On January 1st following completion of nine (9) complete calendar years of service, an employee shall be credited with fifteen (15) working days of Vacation, with pay, each year on such date.

On January 1st following completion of fifteen (15) complete calendar years of service, an employee shall be credited with twenty (20) working days Vacation, with pay, each year on such date.

On January 1st following completion of twenty (20) complete calendar years of service, and each following year on such date, an employee shall be credited with twenty-five (25) working days Vacation, with pay.

On January 1st following completion of thirty (30) complete calendar years of service, an employee shall be credited with twenty-six (26) working days of Vacation, with pay, and each following year on such date.

On January 1st following completion of thirty-one (31) complete calendar years of service, an employee shall be credited with twenty-seven (27) working days Vacation, with pay, and each following year on such date.

For the purpose of determining eligibility for Vacation with pay, an employee's "service" shall be that with which the employee is credited under the retirement pension plan.

"Service" for the purpose of Vacation eligibility only will be rounded to the closest full year. For new hires this will not become applicable until the January 1 following completion of one full year of service.

The employee will also be paid pro-rata, from that January 1st to the first day of the month in which retirement occurs, for the vacation allowance towards which eligibility was established by service in the year of retirement.

B – Scheduling:

An employee may take vacation at any time in the calendar year following the establishment of eligibility for Vacation. However not more than two weeks (10 working days), including half-day increments, of unused Vacation may be carried over from one year to another with the stipulation that one week (5 working days) of this time must be used by May 31st of that year. All other Vacation time is to be used by December 31st of each year. An employee may use vacation in half-day increments. Any Vacation time that must be used by December 31st and has not been scheduled by September 1st will be scheduled by the

Subprocess Manager or the employee will be given payment, at the regular basic straight time rate, in lieu of Vacation upon the employee's written request prior to the end of the year. Such payment shall be made for only those days in excess of two (2) weeks of Vacation allowance in any single calendar year, but not to include days which may be carried over to the following year as stipulated above. This payment will be made by the third payday after the first of the year.

Management may offer employees immediate payback for scheduled Vacation to accommodate critical work loads.

On or before April 1st an employee may express a preference in writing to their Subprocess Manager for the scheduling of not more than two (2) weeks of Vacation-time, in period(s) of at least one (1) work-week. If two (2) or more employees request the scheduling of the same Vacation period, or Vacation periods which would overlap, and cannot be so scheduled consistent with the Board's performance of its services, in its judgment, choice of Vacation period shall be scheduled in seniority order of the employees involved. On or before May 1st an employee will be notified in writing of the scheduled Vacation periods.

After Vacation period(s) are scheduled as above, other Vacation-time will be granted, only with twenty-four (24) hours advance notice, consistent with an employee's preference, provided the employee can be spared, in the Board's judgment, during the period desired as Vacation time. Vacation time may be used in one day increments or in half-day increments in any one year when it does not impose an undue hardship to the employer. If two (2) or more employees request the granting of the same Vacation period, or Vacation periods which would overlap, and cannot be so scheduled consistent with the Board's performance of its services, in its judgment, choice of Vacation period will be granted in seniority order of the employees involved.

Regardless of seniority, an employee may not pre-empt a Vacation period which another employee has already scheduled or been granted.

An employee may not change or cancel Vacation period(s) scheduled or granted except with prior approval of the Subprocess Manager. It is interpreted that all scheduled Vacation time will have started at the end of the last day worked for the purpose of cancellation, or for call in by Management, emergency or otherwise, unless the employee volunteers to report.

If an employee is incapacitated for any reason while on Vacation, the employee shall remain on Vacation until the end of the Vacation period, except that should an employee be sick during the scheduled Vacation time, whereby the employee is admitted to a hospital for

two (2) or more days, the employee will be permitted to change that part of the Vacation remaining from the first day of hospitalization, to include only hospitalization and convalescence, to a subsequent date which will not conflict with another employee's Vacation. When it is medically determined that the employee is no longer disabled from working, Vacation will resume if there is any portion of that scheduled Vacation remaining. Consideration for such requests are contingent upon prompt notice and proof of hospitalization submitted to the employee's Subprocess Manager. In the event of the death of a member of the employee's immediate family, as referred to in Article IX, Section 1, Bereavement Time, while an employee is on Vacation, the employee will be permitted to change one (1) day of Vacation to a subsequent date which will not conflict with another employee's Vacation of the time spent actually attending the funeral, if the employee does so, and up to two (2) additional days if the employee can prove to the satisfaction of the Subprocess Manager that the employee was the primary person engaged in making funeral arrangements. That portion of his Vacation which the employee is permitted to change as outlined above for either personal sickness or bereavement, may be paid in accordance with Article IX, Section 16 of this Agreement.

C - Payment:

Vacation pay shall be computed at the employee's regular basic straight-time pay rate. If a regular pay-day falls within an employee's Vacation period, the employee may receive that check in advance before leaving on Vacation, provided the employee gives to the Subprocess Manager, at least one (1) calendar week's written notice prior to the first day of the employee's Vacation, of the employee's desire for such pay advance.

D - Transfer:

Employees having vacation credits may transfer such time to fellow employees who have exhausted all benefits and are on an approved Leave of Absence due to sickness as defined in Article X, Section 4.

Section 24 - Workers' Compensation:

Pursuant to Michigan law, the Board provides, at its sole expense, Workers' Compensation coverage for each employee covered by this Agreement.

As is previously set forth in this Article, an employee who is eligible for work disability benefits under the provisions of the Michigan Workers' Compensation Act may be paid, as sick time, for the "waiting period" under the Act and thereafter may have Workers' Compensation payments supplemented to the extent of the difference between Workers' Compensation payments and the employee's regular wage.

Section 25 - Deferred Compensation Program

Effective calendar year beginning January 1, 2005 and each calendar year thereafter, the Board will contribute one thousand dollars (\$1,000.00) to each full-time regular employee's individual deferred compensation plan. After an employee contributes an additional one thousand dollars (\$1,000.00) the Board will match additional contributions at seventy-five cents (\$0.75) for every one dollar (\$1.00) up to five hundred dollars (\$500.00). The maximum Board contribution will not exceed fifteen hundred dollars (\$1,500.00) in a calendar year.

ARTICLE X LEAVE OF ABSENCE

Section 1 - Military Reserve Leave:

An employee who has one (1) year or more of seniority and who is required to participate in annual active duty training with the reserve components of the Armed Forces of the United States will be granted leave of absence for this purpose, in accordance with applicable statutes and decisions of the courts, provided the BWL's Director of Human Resources is given prompt notice by the employee of such period(s) of duty. An employee will be paid during such leave not to exceed two (2) weeks, ten (10) working days, in any one (1) fiscal year, pursuant to Article IX, Section 9, of this Agreement.

Section 2 - Military Service Leave:

The Board and the Union agree that the matter of leave of absence for an employee during the period of military service with the Armed Forces of the United States, and of the employee's reinstatement thereafter, shall be governed by applicable statutes and decisions of the Courts. Application for military service leave shall be made to the Director of Human Resources.

Section 3 - Personal Business Leave:

An employee shall have the right to make application in writing to the employee's subprocess for a leave of absence of one (1) week or more, but not more than one (1) calendar month, for reasons of persuasive nature which the employee shall state in the application. Granting of such leave shall be in the Board's discretion.

Extension of a personal leave of absence may be granted, in the Board's discretion, for a further period or periods, to a total period of leave of not to exceed six (6) calendar months, approved by the General Manager or the General Manager's authorized representative.

During such leave or extensions, seniority shall be retained but it shall not be accumulated.

Section 4 - Leave of Absence Due to Sickness:

An employee who suffers an injury or illness and who offers a physician's statement as to the necessity for leave of absence as a result thereof, may be granted leave of absence. Application for leave shall be made to the Board's Director of Human Resources.

During any such leave due to non-compensable illness or injury, seniority shall be retained but shall not be accumulated. Seniority shall be retained and accumulated during such leave due to compensable illness or injury.

Employees on leave of absence who have retained vacation and Free Choice will be allowed to receive payment for the retained vacation and Free Choice upon receipt of a written request for payment to Human Resources.

An employee on compensable illness or injury leave shall not lose seniority until the employee has been on such leave for a period equal to the seniority the employee had at the time the leave began, but not to exceed two (2) years. An employee on non-compensable illness or injury leave shall not lose seniority until the employee has been on such leave for a period equal to the seniority the employee had at the time the leave began, but not to exceed two (2) years.

Upon the employee's return from leave of absence due to illness or injury, the Director of Human Resources shall place the employee in a job to which the employee is entitled by seniority and ability, including physical ability, at that time.

An employee desiring to return to work from a sick leave of absence may be required by the Board to furnish a statement from a physician that the employee has adequately recuperated so that the employee is fit to return to the work to which the employee will be assigned.

An employee returning to work from a compensable or non-compensable leave of absence shall not have such time count toward the maximum leave of absence time allowed should the employee return to leave of absence status within thirty (30) days. After thirty (30) days, vacation and free choice will be granted and accrued in full according to a normal return to work from leave of absence. Employees returning from a leave status for a temporary assignment will be paid at the rate of the temporary classification.

Section 5 - Union Business Leave:

An employee covered by this Agreement who is elected or appointed to a full-time office in the Union, the fulfillment of the duties of which requires a leave of absence, shall be granted a leave of absence without pay for the term of office and any subsequent terms, but not to exceed three (3) years. Requests for such leave shall be submitted to the Board's Director of Human Resources by an International Representative of the Union.

Any other Union business leave of absence shall be granted, without pay, for the period of service for the Union provided however that not more than five (5) employees shall be on such leave at any one time, that such leave shall not exceed two (2) calendar weeks in duration, and that the leave shall be requested sufficiently in advance to permit the Board adequate time to cover the work of the employee(s) for whom leave is requested. A request for such leave for Union business shall be in writing, shall be submitted by the Business Manager of the Union to the Board's Director of Human Resources, and shall state the general purpose for which leave is requested.

Seniority shall be retained and accumulated during the period of a Union business leave of absence.

Section 6 - Leaves of Absence and Loss of Seniority - General:

An employee who gives false reason for obtaining a leave of absence, or who accepts employment elsewhere while on a leave of absence (other than a Union Business, Military Reserve or Military Service Leave) or who is self-employed for the purpose of making a profit during a leave of absence, without prior approval of the Board's Director of Human Resources, shall cease to have seniority, and the employee's name shall be removed from the seniority list.

An employee who fails to report for work at starting time on the first work-day after expiration of a leave of absence shall cease to have seniority, and the employee's name shall be removed from the seniority list. However, if the employee's failure to report is on account of sickness or injury or other serious reason beyond the employee's control, the employee may retain seniority if the employee has notified the Board's Director of Human Resources by telegram or by registered or certified mail, received prior to the above deadline. It is recognized that the Board may require substantiation of the reason given by an employee. If it is not substantiated upon the request of the Director of Human Resources, to the Director's satisfaction, the Board may determine that the employee's loss of seniority shall stand. At the expiration of any leave of absence the Board may require a physical examination before an employee's returning to work.

Section 7 - Loss of Pension Service Credit and Seniority Credit:

Unpaid absences in excess of eighty (80) hours during any calendar year will result in loss of Pension Service Credit and Seniority Credit in the amount of time lost in excess of eighty (80) hours during the calendar year.

ARTICLE XI

MISCELLANEOUS

(In Alphabetical Order)

Section 1 - Addresses and Telephone Numbers of Employees:

Each employee covered hereby, whether on or off the active payroll, shall keep the Board's Director of Human Resources currently advised of the correct mailing address and of the employee's telephone number, if any.

In the case of an employee on the Board's payroll, notice of change of address or telephone number shall be deemed given only if the employee makes the change on the form available at the employee's Subprocess Office and returns such form there, fully completed. The employee shall be given a receipt for the notice of change of address or of telephone number at the time the employee turns in such notice.

In the case of an employee who is on lay-off, leave of absence, vacation, etc., notice of change of address or of telephone number shall be deemed given only if the employee follows the procedure above or gives notice by registered mail addressed to "Director of Human Resources, Board of Water and Light, Post Office Box 13007, Lansing, Michigan 48901."

The Board 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 failure to receive notice which arises from not following the procedure above.

Section 2 - Anti-Discrimination:

The BWL and the Union agree to protect those employees' rights granted under applicable State and Federal Affirmative Action/Equal Employment Opportunity Laws.

The BWL and the Union further agree that all provisions of this Agreement shall be applied to all employees without discrimination because of religion, race, color, national origin, age, sex, height, weight, marital status, or handicap status, or sexual orientation. The BWL will neither discourage Union membership nor coerce, restrain, or otherwise interfere with employees engaged in lawful Union activity.

Section 3 - Bulletin Boards:

The Board will provide bulletin boards at appropriate locations which may be used by the Union for posting notices of its meetings, elections, recreational and social activities, and the Union Newsletter. Other types of notices must be approved by the Board's Subprocess Manager concerned before being posted.

Section 4 - Drug & Alcohol Policy:

The BWL's Policy on Pre-Employment and Fitness for Duty Screening, revised March 14, 2006, will be adhered to by all employees covered by this Agreement. Terms agreed to under this Agreement shall not be changed except through collective bargaining.

Section 5 - Effect of Invalidity of Provisions of This Agreement:

If any provision of the Agreement be held invalid under existing or future legislation, State or Federal, the remainder of this Agreement shall not be affected thereby.

Section 6 - Effect of This Agreement:

This Agreement and its Attachments supersede any past practice or previous agreement, verbal or written, between any of the parties hereto or between any of them and any employee(s) covered hereby. All past practices are null and void unless brought forward and signed within ninety (90) days prior to expiration of the Agreement. Copies shall be signed by the Subprocess Manager, Union Steward, and Process Director. Said copies shall be filed with the Subprocess, Process Director, Business Manager, and Human Resources.

Section 7 - Inclement Weather:

The parties mutually recognize that some employees may be required to perform outdoor work under weather conditions which make it appropriate to halt outdoor work by other employees--and that the supervisor of the job determines whether the employees will work under the weather conditions existing at the time. When a supervisor halts outdoor work due to weather conditions within the regular work-hours of employees, the affected employees will be kept on standby and, while in standby status they may be assigned to other work.

The parties further recognize that during extremely inclement weather, because of the particular hazards involved, no outdoor work will be done by line crews or cable employees, except in case of emergency, or to preserve life, property or service, or to restore service or to provide essential service. The conditions under which "extremely inclement weather" shall apply to line crews or cable crews will be determined by the Electric and Water Transmission & Distribution Manager and/or the Supervisor concerned. When a supervisor halts outdoor work due to weather conditions within the regular work-hours of a line crew or cable crew, the

affected employees will be kept on standby and, while in standby status, they may be assigned to other work.

Section 8 - Licensing:

All Bargaining Unit personnel shall be licensed as required by law for their classification and associated responsibilities. The BWL will pay all costs related to process training, testing, fees and renewal, including time off to take the test. Should employees fail in the first attempt to become licensed, or renew a license, it will be the employees' responsibility to re-take the test at their own expense.

Failure to receive or maintain appropriate licensing could result in disciplinary action, reclassification or possible layoff.

Section 9 - Safety:

The Board and the Union will cooperate in placing in effect, maintaining and enforcing all safety rules and practices, and applicable Federal and State Laws, and all Joint Committee amendments thereto.

Inasmuch as the Board has a legal obligation to comply with safety regulations legislated by governmental agencies, employees are required to comply with all safety rules established, and will be subject to disciplinary action for safety rule violations.

An advisory Safety Committee, not exceeding two (2) members designated to represent the Board and two (2) members designated by the Union, except as otherwise agreed, shall be formed at each Plant and in each Subprocess. Subprocesses and/or Plants may be grouped under one committee where it is feasible and logical to do so.

Each advisory Safety Committee shall designate one Committee member from each of the parties as the Co-Chair of the Committee. The two (2) Co-Chairs shall be responsible for arranging a meeting of the committee at least once a month in the interest of safety at their Plant or Subprocess, or more often if mutually agreed to. The necessary meetings of these Plant or Subprocess Safety Committees shall be on Board time, but shall not extend beyond one (1) hour, unless mutually agreed to.

It shall be the duty of the Safety Committee to study safety and the application of safety rules and practices, and to make safety recommendations to the Joint Safety Committee.

A Joint Safety Committee, Board and Union, shall consist of six (6) members appointed by the Board and six (6) members appointed by the Union. Each party will designate one committee member as Co-Chair. The Joint Safety Committee will meet quarterly, or more frequently if mutually agreed by the Co-Chairs that it is necessary, to

review safety problems and rules. Seven (7) votes of the Joint Safety Committee shall be required to take official action, except that if the expenditure of money is involved, approval must also be obtained from the General Manager or designated representative. Employees engaged in such meetings during regular working hours will suffer no loss of pay for time spent in the meetings.

The Board's Director of Human Resources and the Local Union Safety Director shall each receive a copy of the minutes of all Advisory Safety Committee and all Joint Safety Committee meetings.

The Board shall publish safety rules as agreed to by the Joint Safety Committee, the first publication to be known as The Board of Water and Light Safety Manual. This manual shall be entered in this Agreement by reference only and will be a separate document.

The Board's Safety Administrator will meet with the Local Union's Safety Director to discuss such safety practices and rules as might be Board-wide in application. The Board's Safety Administrator and the Local Union's Safety Director will on one mutually agreeable day each month make joint safety inspections of different areas of the system to spot unsafe conditions and possible violations of the Safety Manual.

Only as a reflection of a custom in the electric utility industry to express specifically in a collective bargaining agreement, as well as in the "Safety Rules", and the understanding of the parties to the particular Agreement on this aspect of electric utility work--the parties hereto agree that two (2) or more employees, qualified in the judgment of the immediate supervisor of the job, shall work together whenever wires or equipment are energized at more than 500 volts to ground or, in the judgment of the supervisor of the job, wiring is congested or unusual exposure is involved. Work being done on conductors or equipment energized in excess of 4800 volts to ground will be done with hot sticks or will be gloved from an insulated bucket truck with 15,000 or 20,000 volt gloves and sleeves only. Rubber gloves alone are not considered a sole approved device for work on conductors energized above these voltages.

To accommodate working one person primary, exceptions to the language in the preceding paragraph may be made for specific situations. Such specific situations must be approved by the Joint Safety Committee, ratified by those persons currently holding the classification of Lineworker and must be in keeping with industry practices. Specific situations shall become part of the Board of Water and Light "Safety Manual" and appear under a heading "Rules for one person in primary". Two person line crews shall be made up of two Bargaining Unit journeyworkers or a qualified apprentice. Those supervisors that

currently oversee two person crews shall be grandfathered until such time as they leave their position, at that time those positions will be replaced by Lineworkers that will remain within the bargaining unit.

The Board will continue to furnish the safety clothing, devices and equipment customarily furnished by the Board. An employee covered hereby, in the performance of the job, shall at all times use safety clothing, devices and equipment which may be furnished hereunder.

If either party is not satisfied with the Joint Safety Committee decision on any safety recommendation, or if it has sensible cause to question the reasonableness of a safety, sanitary or fire regulation published, they may submit this matter to a special conference as outlined in Section 10 below.

Section 10 - Special Conferences:

Special conferences apart from the Grievance procedure for matters considered important by either the Union or the Board, shall be arranged within five (5) working days upon request of either party between the Union's Business Manager and the Board Director of Human Resources. Such meetings shall be attended by such representatives of the parties as each reasonably and sensibly deems useful to the discussion, but not more than five (5) representatives from either party. Arrangements for the date, time and place of such a special conference shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented by the party requesting the conference at the time the request for it is made. Matters taken up in special conferences shall be confined to those included in the agenda. The members of the Union attending such a special conference shall not lose time or pay for time so spent. Any agreements reached shall be placed in writing if requested by either party.

Section 11 - Strikes, Work Interruptions:

For the term of this Agreement as described in Article XIV, the parties to this Agreement mutually recognize that the services performed by employees covered by this Agreement are services essential to the public health, safety and welfare. The Union therefore agrees that there shall be no interruption of these services, for any cause whatsoever, by the employees it represents, nor shall there be any concerted failure by them to report to duty, nor shall they absent themselves from work, stop work, or abstain in whole or in part from the full, faithful and proper performance of the duties of their employment, or picket the Board's premises. The Union further agrees that there shall be no action that interferes with the services of the Board.

Any violation of the foregoing may be made the subject of disciplinary action or discharge from employment, as to employees, and/or of exercise of any legal right or remedy in a Court of competent jurisdiction, as to the Union, and/or cancellation of this Agreement by the Board.

Section 12 - Technical Training:

Effective July 1, 1990, a Joint Technical Training Committee (JTTC) is established to oversee the non-apprenticable technical training needs of the BWL and its employees. The Joint Apprenticeship Committee (JALC) responsibilities will be expanded to include licensing and the name changed to Joint Apprenticeship and Licensing Committee (JALC).

The purpose of the JTTC will be to establish training guidelines, approve program formats, and make recommendations to Human Resources regarding Board-wide training program budgets. This committee will monitor subprocess training program development, timelines, and certify results. This committee will act in advisory capacity to subprocesses and subprocess training committees.

Subprocess training committees will be established to serve in an advisory capacity to department supervision, the JTTC and JALC on matters relating to training, to include assistance with development of job responsibilities, skill sheets, and standards; development of selection processes, orientation and training programs for new employees and training and refresher training, skills development and progress tracking for current employees' advancement opportunities.

Section 13 - Work by Persons Outside the Bargaining Unit:

A person outside the bargaining unit shall not do the work of an employee within the unit, with the effect of reducing the number of employees within the unit or of depriving them of overtime work.

It is recognized that a person outside the bargaining unit: may instruct an employee in the work of the classification; may do any work appropriate to relieving an emergency, an emergency being considered to be a condition which has arisen and which sensibly calls for immediate action at a time when a unit employee is not available or before a unit employee could be made available; or may continue to perform any office work which the employee outside the unit normally performed prior to the effective date of this Agreement.

It is specifically understood that if there are two (2) Journeyworkers or less in a crew, the crew Supervisors may use the tools of the trade.

Supervisors and Assistant Supervisors engaged in maintenance and repair work may use the tools of the trade when there are four (4) employees or less in the crew that the Supervisor is directing. When Assistant Supervisors are working under the direct supervision of the Supervisor, they will be counted as a part of the crew for determining the work status of the Supervisor. When work crews are assembled for overtime work, the crew will be substantially the same as normally used for similar jobs on straight time hours, if employees are available. For overtime work where a Supervisor has more than one Assistant Supervisor, the Supervisor will not be considered as a part of the work crew.

The parties also mutually recognize that the transfer of a person outside the Bargaining Unit to a classification within the unit, for work in which the employee is qualified in the Board's judgment, is not a violation of this Section, but is the Board's proper exercise of its right to assign work which is reflected in Article VI, Section 3. It is mutually recognized that such is to be done in order to permit greater freedom of choice of vacation time by unit employees or otherwise to provide a sensible means of covering absences of unit employees in the interest of continuity and efficiency of operations, but is not to be used indiscriminately to deprive unit employees of overtime work or to cause shuffling of their announced or posted schedules.

The Board has the right to employ outside contractors. However, the Board will not employ outside contractors for work which will result in the layoff of employees covered by this Agreement who ordinarily and customarily do such work, it being understood that layoff means separation from the payroll.

ARTICLE XII

DISCIPLINARY ACTION AND SUSPENSION

Section 1 - Disciplinary Action:

A representative of the Board may discipline an employee for proper cause. Disciplinary action may range from written reprimand through discharge, depending upon the nature of the employee's offense, the circumstances under which and the manner in which it was committed, and the employee's record during the immediately preceding two (2) years.

At the time disciplinary action is taken against an employee, the representative of the Board shall give to the employee and a Union representative a written and signed statement of the nature of the employee's offense, of its date and time, of the penalty assessed, and of the date and time the penalty becomes effective. The Board's representative effecting the disciplinary action shall, as immediately as is practicable thereafter, notify the employee's

Steward or, in the Steward's absence, another Union representative, giving the Steward a copy of the disciplinary action statement.

Prior to a disciplinary action being assessed, an employee shall be given an opportunity for a hearing with Management. Such hearing shall be attended by the employee and no more than two (2) Union representatives, one (1) of whom should be the employee's local Steward, if the Steward is available. If the employee does not wish such a hearing, the employee will be deemed to have accepted the disciplinary action without recourse.

An employee who is disciplined by time-off or discharge shall, after such action is taken and before leaving the Board's premises, have the right to confer with the Steward or, in the Steward's absence, another Union representative, at such place on the Board's premises (but away from the working or public areas) as the Board's representative may designate.

If the matter is not settled during such hearing, it may be entered in Step 1 of the Grievance procedure, at its written level. If not so entered by the end of the shift of the second (2nd) day following the hearing, the employee shall be deemed to have accepted the discipline without recourse.

Section 2 - Suspension:

Under circumstances where it is deemed appropriate to do so, a representative of the Board may suspend an employee pending investigation to determine whether or not disciplinary action is warranted and, if so, the penalty to be assessed. A period of suspension shall not last longer than the end of the shift on the third (3rd) day following the suspension. Prior to a disciplinary action being assessed, an employee shall be given an opportunity for a hearing with Management. Such hearing shall be attended by the employee and no more than two (2) Union representatives, one of which should be the local Steward, if the Steward is available. If no penalty has been assessed within that period, the employee shall return to work and shall be paid for time lost during suspension. If a penalty is assessed within the suspension period, it shall be effective from the time of suspension. The employee's Steward or, in the Steward's absence, another Union representative, shall be given a copy of the notice of discipline, and the employee's right shall arise to request discussion of it and otherwise to pursue the procedures above for the situation where disciplinary action is taken initially, without period of suspension.

ARTICLE XIII
GRIEVANCE PROCEDURE

Section 1 - Definition of a Grievance:

A grievance is defined as a claim, reasonably and sensibly founded, of a violation of this Agreement. Any grievance filed shall refer to the provision or provisions alleged to have been violated and shall adequately set forth the facts pertaining to the alleged violation.

Section 2 - Steps of the Grievance Procedure:

An employee having a grievance as above defined shall present it to the Board pursuant to the following procedure and to the rules for grievance processing of Section 3 of this Article:

STEP 1:

An employee may verbally present a grievance to the Subprocess Manager or their authorized representative or to the Steward, or to each of them individually, or to both of them together. At any discussion between the employee and the above indicated Representative of Management, either of them may arrange for the Steward to be present.

It is understood that no employee will leave work for the purpose of discussing a grievance without first obtaining permission of the Supervisor and being properly relieved.

If the grievance is presented to the above indicated Representative of Management and it is granted, the Steward, no later than the next day, may reduce it to writing on a form provided by the Union and submit it to the above indicated Representative of Management who, no more than three (3) days later, shall write an answer on the form and return it to the Steward.

If the grievance is presented as above and denied, the Steward, no more than three (3) days later, may reduce it to writing on a form provided by the Union and submit it to the above indicated Representative of Management who, no more than three (3) days later, shall write an answer on the form and return it to the Steward.

STEP 2:

If the Answer in Step 1 denying a grievance is not satisfactory to the employee, the Union's Business Manager or Chief Steward may, within five (5) days thereafter, present the

written grievance to the Director of the Process to which the employee is assigned or to the Director's authorized representative. If either side requests a meeting, such meeting will be held within five (5) days. The grievance shall be answered in writing by the individual to whom it is presented, on the form provided, no more than five (5) days later.

STEP 3:

If the answer from the Process Director or the Director's authorized representative in Step 2 is not considered satisfactory by the employee, the Union's Business Manager, within five (5) days thereafter, shall appeal the written grievance to the Director of Human Resources.

A meeting shall be arranged between the Director of Human Resources and the Union's Business Manager for consideration of the grievance not later than five (5) days after the Director of Human Resources receives the notice of appeal of the grievance, unless such time is extended by mutual agreement. At such meeting either the Director of Human Resources or the Business Manager may arrange to have present any representative (Board or Union) who has participated in a previous step, or any other person whose presence reasonably and sensibly is believed would be useful to the discussion of the matter; for whose presence either party arranges, and of whose prospective attendance at the meeting either party gives notice in advance thereof to the other party. The Board's Director of Human Resources shall reply in writing to the grievance no later than five (5) days following the meeting, unless such time is mutually extended.

STEP 4:

If the answer from the Director of Human Resources is not considered satisfactory after review thereof by representatives of the Union, the Union Business Manager may within five (5) days of such answer give written notice to the Appeal Board, which shall consist of the Director of Human Resources, a Process Director of the Director of Human Resources' choice or the Process Director's designated representative, and the Union's Business Manager. An International Representative may assist the Local Union. The Appeal Board shall meet within seven (7) days of the Union's appeal to it, unless such time is mutually extended in writing. At this meeting the Appeal Board will review the facts as they relate to the interpretation and application of the contract. If an adjustment of the case is not reached at this meeting, Management will furnish a copy of its decision in writing to the International Representative within five (5) days after the meeting, unless this period is extended by mutual agreement in writing.

STEP 5:

If the disposition given by Management in Step 4 is not considered satisfactory by the Union, it may elect to take the grievance to arbitration. If the Union wishes to appeal denial of a grievance in Step 4, its Business Manager or its International Representative shall within twenty (20) days after the date of the Board's disposition in Step 4 have on file with the Board's Director of Human Resources and with the Detroit Regional Office of the American Arbitration Association, a properly completed "Demand for Arbitration" on that Association's form so entitled, in the number of copies required, and shall have otherwise complied with the requirements of Rule Number 7 of the Association's "Voluntary Labor Arbitration Rules" as to Initiation of Arbitration Under an Arbitration Clause in a Collective Bargaining Agreement.

The Arbitrator shall be selected by the four (4) members of the Appeal Board and their request for the Arbitrator's services forwarded to the Detroit Regional Office of the American Arbitration Association. If the members of the Appeal Board cannot agree on an arbitrator within seven (7) days after the appeal is signed, the Arbitration Association will be requested to select an arbitrator.

All cases shall be presented to the Arbitrator in the form of a written brief prepared separately by each party, setting forth the facts and its position and the arguments in support thereof. The Parties will exchange the written briefs of their case prior to the Arbitration Hearing.

The matter shall thereafter be administered by the American Arbitration Association in accordance with its "Voluntary Labor Arbitration Rules." The Board, the Union, the Arbitrator, and the arbitration shall be subject to the following, which shall control if there is any conflict with a rule of the association:

1. The Arbitrator shall be empowered to rule only on an interpretation or application of this Agreement.

2. The Arbitrator shall have no power to add to, subtract from, ignore, change, or modify any of the provisions of this Agreement or any attachments thereto, nor to establish or change any wage or classification, nor rule on the Pension Plan.

3. Any information submitted in the written brief prepared by each party shall contain only such facts or material as have been discussed during the Grievance Procedure appeal to arbitration.

4. The Association's Administrative fee and other charges, and the Arbitrator's charges for services and expenses, shall be equally shared by the Board and the Union.

5. The Arbitrator's decision on an arbitrable matter within the Arbitrator's jurisdiction shall be final and binding upon the Union and its members, the employee or employees involved, and the Board of Water and Light.

6. Any conflict of interpretation of the Rules of Arbitration as cited in Step 5 of this Grievance Procedure shall be determined by referral to Voluntary Labor Arbitration Rules of the American Arbitration Association as amended and in effect February 1, 1965, and any subsequent amendments within said Association rules.

The Union will discourage any attempt of its members, and will not encourage or cooperate with any of its members, in any appeal to any Court or Labor Board from a decision of the Arbitrator.

Section 3 - Rules of Grievance Processing:

- A. It is agreed that any grievance must be brought up as soon as it might reasonably have become known to exist and that in any event no grievance claim shall be valid for a period more than one (1) calendar month prior to the date the claim was first filed in writing, in the Grievance procedure. Back pay shall be limited to the amount of wages the employee would have earned within the foregoing limitation, less any amount received by the employee from other employment, self-employment or, if applicable, unemployment compensation.
- B. Only for the purposes of the Grievance Procedure, a "day" shall not include Saturday, Sunday, or a holiday recognized by this Agreement, nor the day on which a grievance is presented or appealed by the Union or is returned to it by the Board.
- C. The time limit at any Step of the Grievance Procedure may be extended by mutual written agreement of the parties' representatives at that Step.
- D. A grievance presented at any Step shall be dated and signed by the Union representative presenting it; an answer given and returned to the Union shall be dated and signed by the Board's representative at that Step.
- E. When a grievance is presented, the Board's representative shall acknowledge receipt of it and the date thereof in writing; when the representative returns it with an answer, the Union's representative shall acknowledge receipt of it and the date thereof in writing.
- F. In the absence of a representative at any Step, the party that is represented may designate an alternate to act in the representative's place.
- G. A grievance not advanced to the next higher level within the time limit provided shall be deemed permanently withdrawn and as having been settled on the basis of the answer

most recently given it. A grievance not answered within the time limit provided shall be submitted in writing to the next higher level.

- H. For working time necessarily spent investigating a grievance already submitted in the Grievance Procedure or in the discussions of meetings with Board representatives provided for above, a Union representative employed by the Board shall be paid at the basic straight-time rate for those hours during which the employee would otherwise have been at work for the Board, it being agreed that such investigation, discussion or meetings shall be performed without undue loss of working time.
- I. In no event shall any Union representative leave work for grievance purposes above without first notifying and obtaining approval of the immediate supervisor, and turning work over to a replacement assigned by the Supervisor, who will be assigned as promptly as is practicable under the circumstances.
- J. When a discussion at any level of the Grievance Procedure takes place during the regular working hours of the grieving employee, and the employee's presence is required as provided for a Step of the Grievance Procedure above, the employee will upon request to the immediate supervisor be allowed to leave work for such grievance purpose, and the employee will be paid at the basic straight-time rate for work hours so lost.
- K. It is understood and agreed that any grievance settlement arrived at between the Board and the Union is final and binding upon both of them, and also cannot be changed by an employee.
- L. In cases where a grievance is settled in the favor of the claimant, any monetary adjustment agreed upon will be made no later than the second pay period following the date of the settlement. Any physical adjustment will be carried out as expeditiously as possible.
- M. A meeting, if mutually agreed upon, may be arranged to discuss a grievance between the Union and Management at any appropriate time during the Grievance Procedure.

ARTICLE XIV SUCCESSOR CLAUSE

This agreement shall be binding upon the successors of the employer and no provision, term, or obligations contained herein shall be affected, modified, altered, or changed in any respect whatsoever by the sale, lease, conveyance, transfer, assignment, consolidation, or merger of the Board's property, assets, or liabilities covered by this agreement; nor shall the agreement be affected or changed in any respect by any change in the legal status, ownership, or management control of the Board that results in a new or successor employer. In consideration of the Union's execution of this agreement, the employer promises that its operation covered by this agreement shall not be sold, conveyed, leased, transferred or assigned to or consolidated or merged with any successor without first securing an enforceable agreement of the successor to assume the employer's obligations under this agreement.

The employer agrees to notify the Union of any proposed sale, lease, conveyance, assignment, transfer or merger and to provide and continue to provide any and all information about the sale, lease, conveyance, assignment, transfer, consolidation, and merger. Such notification shall be at least ninety (90) days prior to the agreement being sent to the Board of Commissioners for approval.

The employer shall be liable to the Union for any and all damages sustained by the Union and the bargaining unit employees if the employer fails to:

- (1) timely notify the Union and provide the relevant information;
- (2) allow Union representatives to be present at negotiations; or
- (3) secure an enforceable agreement of the successor to assume the employer's obligations under this agreement.

The Board shall not be liable for damages if the document covering the sale, lease, conveyance, transfer, assignment, consolidation or merger of the Board's property, assets or liabilities contains provisions which obligate the new or successor employer to honor the terms of the current collective bargaining agreement.

ARTICLE XV
TERM OF THIS AGREEMENT

The provisions of this Agreement and Attachments thereto shall become effective upon ratification, unless otherwise indicated in specific provisions.

This Agreement shall continue in full force and effect until Midnight, October 31, 2012, and for successive annual periods thereafter unless, not more than ninety (90), but at least sixty (60) 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) work-days following the receipt of such notice.

In witness whereof, the parties hereto have caused their names to be subscribed by their duly authorized officers and representatives this 29th day of October, 2008.

I.B.E.W., AFL-CIO
FOR LOCAL UNION 352

FOR BOARD OF WATER & LIGHT OF
THE CITY OF LANSING, MICHIGAN

/s/Ronald J. Byrnes
Its Business Manager

/s/Frank B. Lain
Its Chair

/s/Rhonda Jones
Its Secretary

Approved:

INTERNATIONAL OFFICE
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

/s/Edwin Hill
Its President

ATTACHMENTS

- Attachment A - Classification of Work and Hourly Rates
- Attachment A-1 - Classification of Work and Hourly Rates
For Employees hired in on or after January 1, 1985
- Attachment B - Electric Production Sub-Process and Steam Production-Sub-Process
Operator Progression System
- Attachment C - Water Production
- Attachment D - Bulk Power Controller Training Program
- Attachment E - Board of Water and Light Apprenticeship Standards
- Attachment F - Coal Operator Progression System
- Attachment G - Water Distribution Sub-Process Progression System
- Attachment H - Instrument and Control Specialist Training Program
- Attachment I - Steam Distribution Progression System
- Attachment J - Electric Service Worker (ESW) Electric Service Worker Relief (ESWR)
- Attachment K - Technical Proficiency Training
- Attachment L - Customer Service and Customer Accounts Sub-Process Progression
System
- Attachment M - Boulevard Progression System
- Attachment N - Equipment Mechanic Certification Requirements
- Attachment O - Production Fire Fighting Team

ATTACHMENT A

To Agreement between
BOARD OF WATER AND LIGHT, Lansing, Michigan
and
LOCAL UNION NO. 352 IBEW, AFL-CIO

CLASSIFICATION OF WORK AND HOURLY RATES

Employees hired into or transferred to one of the following classifications will, if retained, receive an increase to the rate for the job classification within six (6) months after hire or transfer:

Laborer

When an employee is transferred to a higher rated job, the employee shall be paid the minimum rate of the higher rated job, or the current rate, whichever is higher, but not to exceed the maximum rate of the higher rated job. When an employee transfers to an equally rated job or a lower rated job at the employee's request, the employee shall be paid the minimum rate for that classification; however, the employee may be paid above the minimum rate for that classification depending on the current rate, qualifications, abilities and experience.

Relief operator classifications will be established for shift work operations at Eckert Station and Erickson Station (to include Coal operations), and John Dye Water Complex (to include the Wise Road Plant) unless by mutual agreement it is determined not to change any mutually satisfactory arrangement now in effect at each respective plant or location. The rate for this classification will be fifty cents (.50) per hour above the rate of the highest rated classification the employee relieves.

The classifications of Construction Mechanic Assistant, Equipment Mechanic Helper, Maintenance Mechanic Helper, Production Plant Helper, and Water Production Helper, will advance toward the maximum rate based upon progress toward proficiency in the required skills for the classification.

Where minimum and maximum rates have been established for a classification, and the employee feels he/she is not progressing satisfactorily towards the maximum rate, the employee may bring this situation to Management's attention for review and consideration, through the Union Business Manager.

All jobs covered by this Attachment will be described by written Job Responsibilities and Skill Sheets which will be ratified by both Union and Management.

Notice of a vacancy in a job that is an entrance classification indicated in Attachment A and Attachment A-1, shall be posted on all bulletin boards by the Board for a period of one (1) calendar week and filled in accordance with provisions in Article VI, Section 2, Permanent Transfer.

ATTACHMENT A

11/1/2008 - 11/1/2011

CLASSIFICATION	1-Nov-08			1-Nov-09			1-Nov-10			1-Nov-11		
	Min	C	Max	Min	C	Max	Min	C	Max	Min	C	Max
BLM-1	21.28	m	22.99	21.92	m	23.68	22.58	m	24.39	23.26	m	25.12
BLM-2	22.99	m	25.32	23.68	m	26.08	24.39	m	26.86	25.12	m	27.67
BLM-3	25.32	m	27.88	26.08	m	28.72	26.86	m	29.58	27.67	m	30.47
BLML			29.81			30.70			31.62			32.57
BMEC	22.93		25.08	23.62		25.83	24.33		26.60	25.06		27.40
BPCT	19.01	d		19.58	d		20.17			20.78	d	
BPCA	30.30	d	31.33	31.21	d	32.27	32.15	d	33.24	33.11	d	34.24
BPC	32.32	d	33.33	33.29	d	34.33	34.29	d	35.36	35.32	d	36.42
BPCS	34.36	d	35.37	35.39	d	36.43	36.45	d	37.52	37.54	d	38.65
BPCL		d	38.21		d	39.36		d	40.54		d	41.76
CS			31.91			32.87			33.86			34.88
CSL			35.12			36.17			37.26			38.38
CCL			18.17			18.72			19.28			19.86
COA1	21.70		23.43	22.35		24.13	23.02		24.85	23.71		25.60
COA2			25.05			25.80			26.57			27.37
COA3			26.81			27.61			28.44			29.29
COA			28.56			29.42			30.30			31.21
CM	26.68	e	28.75	27.48	e	29.61	28.30	e	30.50	29.15	e	31.42
CMA	19.64	a	26.16	20.23	a	26.93	20.84	a	27.74	21.47	a	28.57
CML			30.75			31.67			32.62			33.60
CAR	26.14	j	28.37	26.92	j	29.22	27.73	j	30.10	28.56	j	31.00
CAS	25.05	1	26.54	25.80	1	27.34	26.57	1	28.16	27.37	1	29.00
CBR	19.56		24.80	20.15		25.54	20.75		26.31	21.37		27.10
CBR-1	19.56	1	20.60	20.15	1	21.22	20.75	1	21.86	21.37	1	22.52
CBR-2		1	22.71		1	23.39		1	24.09		1	24.81
CBR-3		1	24.80		1	25.54		1	26.31		1	27.10
CSR-1	19.56	1	20.60	20.15	1	21.22	20.75	1	21.86	21.37	1	22.52
CSR-2		1	22.71		1	23.39		1	24.09		1	24.81
CSR-3		1	24.80		1	25.54		1	26.31		1	27.10

ATTACHMENT A

	CLASSIFICATION	1-Nov-08			1-Nov-09			1-Nov-10			1-Nov-11						
		Min	C	Max	Min	C	Max	Min	C	Max	Min	C	Max				
CSS	Customer Service Specialist	25.05		26.54	1	25.80		27.34	1	26.57		28.16	1	27.37		29.00	1
DET	Distribution Equipment Tester	25.79		27.03		26.56		27.84		27.36		28.68		28.18		29.54	
EMLS	Electric Meter Lab Specialist			31.23				32.17				33.14				34.13	
ESI	Electric Substation Inspector			32.96				33.95				34.97				36.02	
ESIR	Electric Substation Inspector Relief			32.96				33.95				34.97				36.02	
ELC	Electrician			30.20	e			31.11	e			32.04	e			33.00	e
ELCL	Electrician Leader			32.31				33.28				34.28				35.31	
ESW	Electric Service Worker			32.96				33.95				34.97				36.02	
ESWR	Electric Service Worker Relief			32.96				33.95				34.97				36.02	
EM	Equipment Mechanic	26.41		28.73	en	27.20		29.59	en	28.02		30.48	en	28.86		31.39	en
EMH	Equipment Mechanic Helper	22.76		25.08		23.44		25.83		24.14		26.60		24.86		27.40	
EML	Equipment Mechanic Leader			30.71				31.63				32.58				33.56	
EO	Equipment Operator	26.01		26.75		26.79		27.55		27.59		28.38		28.42		29.23	
EOA	Equipment Operator A	27.06		28.43	g	27.87		29.28	g	28.71		30.16	g	29.57		31.06	g
EOB	Equipment Operator B	26.01		27.36	g	26.79		28.18	g	27.59		29.03	g	28.42		29.90	g
FSLCA	Field Services Leader – Customer Accounts			31.20				32.14				33.10				34.09	
FSLMR	Field Services Leader – Meter Reading			29.41				30.29				31.20				32.14	
FSR-E	Field Service Representative - Electric	20.04		24.11		20.64		24.83		21.26		25.57		21.90		26.34	
FSR-W	Field Service Representative - Water	20.04		24.11		20.64		24.83		21.26		25.57		21.90		26.34	
HVACF	HVAC Field Technician	27.83		29.29		28.66		30.17		29.52		31.08		30.41		32.01	
ICS	Instrument & Control Specialist			30.82	eh			31.74	eh			32.69	eh			33.67	eh
IRA	Insulation & Refractory Applicator	25.20		26.05		25.96		26.83		26.74		27.63		27.54		28.46	
LAB	Laborer	19.64		20.95	a	20.23		21.58	a	20.84		22.23	a	21.47		22.90	a
L	Lineworker			32.73	e			33.71	e			34.72	e			35.76	e

ATTACHMENT A

	CLASSIFICATION	1-Nov-08			1-Nov-09			1-Nov-10			1-Nov-11		
		Min	C	Max	Min	C	Max	Min	C	Max	Min	C	Max
OBWT	Power Plant Operator B- Water Treatment	26.62	b	28.83	27.42	b	29.69	28.24	b	30.58	29.09	b	31.50
OC	Power Plant Operator C	26.75	b	27.42	27.55	b	28.24	28.38	b	29.09	29.23	b	29.96
OD	Power Plant Operator D	23.91	ab	26.75	24.63	ab	27.55	25.37	ab	28.38	26.13	ab	29.23
SOA	Power Plant Senior Operator A	30.17	b	30.82	31.08	b	31.74	32.01	b	32.69	32.97	b	33.67
PMS	Primary Meter Specialist		e	30.82		e	31.74		e	32.69		e	33.67
PPH	Production Plant Helper	23.22		25.24	23.92		26.00	24.64		26.78	25.38		27.58
QWF	Qualified Welder Fitter			28.60			29.46			30.34			31.25
RPR-1	Remittance Processing Representative 1	19.56	1	20.60	20.15	1	21.22	20.75	1	21.86	21.37	1	22.52
RPR-2	Remittance Processing Representative 2		1	22.71		1	23.39		1	24.09		1	24.81
RPR-3	Remittance Processing Representative 3		1	24.80		1	25.54		1	26.31		1	27.10
RPS	Remittance Processing Specialist	25.05	1	26.54	25.80	1	27.34	26.57	1	28.16	27.37	1	29.00
SMS	Secondary Meter Specialist		e	28.36		e	29.21		e	30.09		e	30.99
SSMS	Senior Secondary Meter Specialist		e	28.94		e	29.81		e	30.70		e	31.62
SM-1	Steam Mechanic 1	17.51		21.14	18.04		21.77	18.58		22.42	19.14		23.09
SM-2	Steam Mechanic 2	21.49		25.74	22.13		26.51	22.79		27.31	23.47		28.13
SM-3	Steam Mechanic 3	26.32		27.11	27.11		27.92	27.92		28.76	28.76		29.62
SM-4	Steam Mechanic 4	27.49		28.33	28.31		29.18	29.16		30.06	30.03		30.96
SMCW	Steam Mechanic Certified Welder	27.49	e	28.56	28.31	e	29.42	29.16	e	30.30	30.03	e	31.21
SPCO	Steam Production Chiller Operator	30.17	b	30.82	31.08	b	31.74	32.01	b	32.69	32.97	b	33.67
SDSP	Stock Distribution Specialist (Pre 3/91)	24.04		26.88	24.76		27.69	25.50		28.52	26.27		29.38
SDS	Stock Distribution Specialist	21.78	k	25.63	22.43	k	26.40	23.10	k	27.19	23.79	k	28.01
SDS1	Stock Distribution Specialist 1	14.58	k	16.61	15.02	k	17.11	15.47	k	17.62	15.93	k	18.15
SDS2	Stock Distribution Specialist 2	16.61	k	18.41	17.11	k	18.96	17.62	k	19.53	18.15	k	20.12
SDS3	Stock Distribution Specialist 3	18.41	k	22.02	18.96	k	22.68	19.53	k	23.36	20.12	k	24.06
SDS4	Stock Distribution Specialist 4	22.02	k	25.63	22.68	k	26.40	23.36	k	27.19	24.06	k	28.01
T	Utility Line Clearance Trimmer			21.63			22.28			22.95			23.64

ATTACHMENT A

	CLASSIFICATION	1-Nov-08			1-Nov-09			1-Nov-10			1-Nov-11		
		Min	C	Max	Min	C	Max	Min	C	Max	Min	C	Max
TL	Utility Line Clearance Trimmer Leader			23.14			23.83			24.54			25.28
THO	Tractor Hauler Operator	26.14		27.09	26.92		27.90	27.73		28.74			29.60
TSMS	Traffic Signal Maintenance Specialist	29.73	e	30.51	30.62	e	31.43	31.54	e	32.37	e		33.34
UUL	Underground Utility Locator			19.57			20.16			20.76			21.38
VBS	Vibration & Balance Specialist			30.17			31.08			32.01			32.97
WDL	Water Distribution Leader	30.02		30.41	30.92		31.32	31.85		32.26			33.23
WFI-A	Water Field Inspector A	27.59		28.98	28.42		29.85	29.27		30.75			31.67
WFI-B	Water Field Inspector B	27.40		27.90	28.22		28.74	29.07		29.60			30.49
WFR	Water Field Representative	26.15	g	28.51	26.93	g	29.37	27.74	g	30.25	g		31.16
WFRR	Water Field Representative Relief	26.01	o	28.51	26.79	o	29.37	27.59	o	30.25	o		31.16
WPH	Water Production Helper	23.40	c	25.47	24.10	c	26.23	24.82	c	27.02	c		27.83
WPMM	Water Production Maintenance Mechanic	28.27	ce	29.09	29.12	ce	29.96	29.99	ce	30.86	ce		31.79
WMMD	Water Production Maintenance Mechanic & Well Driller	29.09	ce	29.73	29.96	ce	30.62	30.86	ce	31.54	ce		32.49
WSAO	Water Station A Operator	28.83	c	30.17	29.69	c	31.08	30.58	c	32.01	c		32.97
WSBO	Water Station B Operator	26.62	c	28.83	27.42	c	29.69	28.24	c	30.58	c		31.50
WF	Welder Fitter		e	28.60		e	29.46		e	30.34	e		31.25

- a) indicates entrance level classification
- b) see Attachment for progression
- c) see Attachment for progression
- d) see Attachment for progression
- e) see Attachment for progression
- f) see Attachment for progression
- g) see Attachment for progression

- h) see Attachment for training program
- i) see Attachment for progression
- j) see Attachment for training program rates apply to employees entering Sub-Process after 3/5/91
- l) see Attachment for progression
- m) see Attachment for progression
- n) see Attachment for progression

o) \$.50 above employee's current classification with maximum of WFR

ATTACHMENT A-1

To Agreement between
BOARD OF WATER AND LIGHT, Lansing, Michigan
and
LOCAL UNION NO. 352 IBEW, AFL-CIO

Classification of Work and Hourly Rates For Employees hired in on or after January 1, 1985 and employees hired in on or after July 1, 2000

Employees hired into or transferred to one of the following classifications will, if retained, receive an increase to the rate for the job classification within six (6) months after hire or transfer:

Laborer

When an employee is transferred to a higher rated job, the employee shall be paid the minimum rate of the higher rated job, or the current rate, whichever is higher, but not to exceed the maximum rate of the higher rated job. When an employee transfers to an equally rated job or a lower rated job at the employee's request, the employee shall be paid the minimum rate for that classification; however, the employee may be paid above the minimum rate for that classification depending on the employee's current rate, qualifications, abilities and experience.

Relief operator classifications will be established for shift work operations at Eckert Station and Erickson Station (to include Coal operations), and John Dye Water Complex (to include the Wise Road Plant), unless by mutual agreement it is determined not to change any mutually satisfactory arrangement now in effect at each respective plant or location. The rate for this classification will be fifty cents (\$.50) per hour above the rate of the highest rated classification the employee relieves.

The Helper classifications of Construction Mechanic Assistant, Equipment Mechanic Helper, Maintenance Mechanic Helper, Production Plant Helper, and Water Production Helper, will advance toward the maximum rate based upon progress toward proficiency in the required skills for the classification.

Where minimum and maximum rates have been established for a classification, and the employee feels he/she is not progressing satisfactorily towards the maximum rate, the employee may bring this situation to Management's attention for review and consideration, through the Union Business Manager.

All jobs covered by this Attachment will be described by written Job Responsibilities and Skill Sheets which will be ratified by both Union and Management.

Notice of a vacancy in a job that is an entrance classification indicated in Attachment A and Attachment A-1, shall be posted on all bulletin boards by the Board for a period of one (1) calendar week and filled in accordance with provisions in Article VI, Section 2, Permanent Transfer.

For new hires after 7/1/00 into the EOB (Water) and MECB classifications entry rate will be at 81% of top rate. Progression to top rate will normally occur over three (3) years as follows:

- at six (6) months employee is evaluated and eligible to progress to 84% of top rate.
- at twelve (12) months employee is evaluated and eligible to progress to 87% of top rate.
- at eighteen (18) months employee is evaluated and eligible to progress to 90% of top rate.
- at twenty-four (24) months employee is evaluated and eligible to progress to 93% of top rate.
- at thirty (30) months employee is evaluated and eligible to progress to 96% of top rate.
- at thirty-six (36) months employee is evaluated and eligible to progress to top rate.

As proposed by employer for EOB and MECB classification process training committee to monitor employees progression in pay scale. Progression to top of scale to be based on current skill sheets broken down into increments commensurate with pay increase.

If the employee does not satisfactorily master necessary skills, pay rate increase can be withheld.

If the employee is not given the opportunity to receive necessary training progression through pay scale will occur at designated intervals.

ATTACHMENT A-1

CLASSIFICATION	1-Nov-08			1-Nov-09			1-Nov-10			1-Nov-11		
	Min	C	Max	Min	C	Max	Min	C	Max	Min	C	Max
BMEC	20.69	c	22.72	21.31	c	23.40	21.95	c	24.10	22.61	c	24.82
COA1	20.93	e	22.65	21.56	e	23.33	22.21	e	24.03	22.88	e	24.75
CC	14.60	ae	16.98	15.04	ae	17.49	15.49	ae	18.01	15.95	ae	18.55
CMA	17.51	ac	23.76	18.04	ac	24.47	18.58	ac	25.20	19.14	ac	25.96
DET	23.40	c	24.56	24.10	c	25.30	24.82	c	26.06	25.56	c	26.84
EMH	20.51	c	22.72	21.13	c	23.40	21.76	c	24.10	22.41	c	24.82
EOB	21.89	be	26.44	22.55	be	27.23	23.23	be	28.05	23.93	be	28.89
LAB	17.51	c	18.74	18.04	c	19.30	18.58	c	19.88	19.14	c	20.48
LAB	14.60	ae	18.04	15.04	ae	18.58	15.49	ae	19.14	15.95	ae	19.71
MMH	22.60	c	23.40	23.28	c	24.10	23.98	c	24.82	24.70	c	25.56
MMH	19.72	e	23.01	20.31	e	23.70	20.92	e	24.41	21.55	e	25.14
MECB	21.89	be	26.30	22.55	be	27.09	23.23	be	27.90	23.93	be	28.74
MR	20.30	c	23.40	20.91	c	24.10	21.54	c	24.82	22.19	c	25.56
MR	19.34	ae	19.52	19.92	ae	20.11	20.52	ae	20.71	21.13	ae	21.33
OC	24.32	c	26.62	25.05	c	27.42	25.80	c	28.24	26.57	c	29.09
OD	21.59	c	24.32	22.24	c	25.05	22.91	c	25.80	23.60	c	26.57
PPH	20.97	c	22.90	21.60	c	23.59	22.25	c	24.30	22.92	c	25.03
PPH	20.26	e	21.12	20.87	e	21.75	21.50	e	22.40	22.15	e	23.07
WPH	21.15	c	23.12	21.78	c	23.81	22.43	c	24.52	23.10	c	25.26
WPH	17.38	e	21.18	17.90	e	21.82	18.44	e	22.47	18.99	e	23.14
WSBO	24.25	c	26.44	24.98	c	27.23	25.73	c	28.05	26.50	c	28.89
WSBO	19.21	de	24.74	19.79	de	25.48	20.38	de	26.24	20.99	de	27.03

a. indicates entrance level classification

b. see appropriate Attachment for progression

c. rates effective for employees hired on or after 1/1/85

d. rates effective for employees hired on or after 11/1/93

e. rates effective for employees hired on or after 7/01/00

ATTACHMENT B

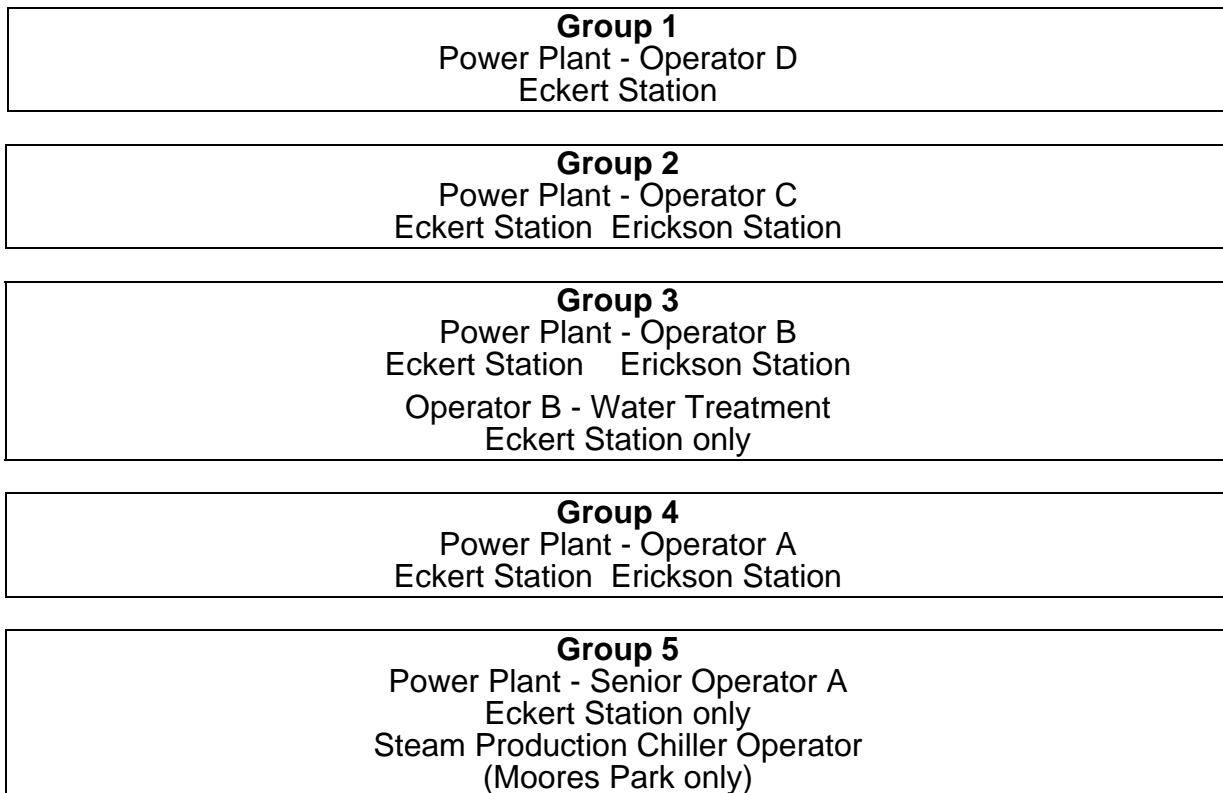
To Agreement between
BOARD OF WATER AND LIGHT, Lansing, Michigan
and
LOCAL UNION NO. 352 IBEW, AFL-CIO

**ELECTRIC PRODUCTION AND STEAM PRODUCTION SUBPROCESSES
OPERATOR PROGRESSION SYSTEM**

The progression system for the operators in the Electric Production and Steam Production Subprocesses is designed to enable all operators in the Subprocesses to advance with equal opportunity based on their seniority and ability.

Job postings will be distributed to all Subprocesses covered by this Attachment.

As the operator progresses through a succession of operating classifications, the operator will, under normal conditions, have the opportunity to work in all of the generating stations in our system.



The above chart shows the order of progression in the Electric/Steam Production Subprocess.

Normal progression will be:

PLANTS

Erickson	Eckert	Moores Park
	OD	OD
Operator C	OC	OC
Operator B	OBWT	OB
Operator A	--	OA
	SOA	SPCO

Normal entrance level in the progression system will be the Operator D at Eckert.

The second step in the progression will be to the Operator C at Eckert/Erickson Station.

A third step progression will be to Operator B at Eckert/Erickson Stations and/or Operator B-Water Treatment at Eckert Station.

A Fourth Step will be the Operator A at Eckert/Erickson Station.

The final position in the progression will be the Senior Operator A who must have been a qualified Operator A at Eckert Station.

Normal progression to Steam Production Operator will come from the Operator ranks in the Electric Production Subprocess progression system.

TRAINING - Training will be provided to help an employee meet job responsibilities in any given classification of the Operator Progression System.

While training, each employee is required to meet and adhere to all described Subprocess training policies and assessment standards set forth by the Subprocess Technical Training Committee and approved by Management.

To support a successful learning opportunity, an employee will follow a curriculum that provides appropriate training time and material for their classification and skill level.

Training material may consist of learning objectives, study guides, classification manuals, written procedures, etc. These materials are subject to revision in order to ensure they are relevant to current job requirements. Training materials for each classification are available to all operators, officially training or not, and their use is encouraged.

The amount of training time appropriated for each classification is outlined under Training Times. An operator in training will be assessed throughout their training curriculum and must demonstrate satisfactory progress. If an employee requires time over the listed maximum, the circumstance(s) shall be reviewed by both the Subprocess Technical Training Committee and Management. Additional training time will be allotted if warranted.

TRAINING TIMES

<u>Group No.</u>	<u>Classification</u>	<u>Typical Training Time</u>	<u>Maximum Training Time Allowed</u>
1	Operator D Fan Room	35 days	50 days
	Operator D Burner Deck	35 days	50 days
2	Operator C*	55 days	90 days
3	Operator B*	80 days	130 days
	Operator B - Water Treatment	70 days	130 days
4	Operator A*	110 days	130 days
5	Steam Production		
	Chiller Operator Phase 1	45 days	90 days
	Steam Production		
	Chiller Operator Phase 2	75 days	130 days
	Steam Production		
	Chiller Operator Phase 3	TBD	TBD
	Senior Operator A	25 days	65 days

Note: These times are followed when an employee has never worked or received training in the stated classification.

*Times denoted reflect those of an operator at Eckert Station. Typical times for an operator at Erickson Station may be slightly less. (Maximum training times are the same.)

**TBD = To be determined by Steam Production Subprocess Training Committee.

A period called Back-Up is included in the Typical and Maximum training times.

During this interval the operator in training performs all job duties within the classification without assistance from a qualified operator. But, a qualified operator will be available to provide support in case a unique condition arises which the employee in training cannot handle. The amount of Back-Up for each classification is listed within the Back-Up Time Table. Time spent in Back-Up will be consecutive work days insofar as possible.

BACK-UP TIME TABLE

<u>Group No.</u>	<u>Classification</u>	<u>Back-Up Period</u>
1	Operator D Fan Room	10 days
	Operator D Burner Deck	10 days
2	Operator C	10 days
3	Operator B	20 days
	Operator B - Water Treatment	20 days
4	Operator A	20 days
5	Steam Production	
	Chiller Operator Phase 1	10 days
	Steam Production	
	Chiller Operator Phase 2	20 days
	Steam Production	
	Chiller Operator Phase 3	TBD
	Senior Operator A	5 days

Upon successful completion of the entire curriculum for a classification, an operator in training will be deemed officially qualified to perform job duties within that classification and the operator will be eligible to be placed on shift.

Operators in Group 1 will receive the maximum pay for their classification upon successful completion of both the Fan Room and Burner Deck portions of their training sequence.

Operators in Groups 2 through 4 will receive the maximum pay for their respective classification upon successful completion of their training sequence.

Senior Operator A's in Group 5 will enter at the minimum rate for the classification, and will receive wage adjustments, up to the maximum rate, based on periodic evaluations within a one year time span.

Steam Production Chiller Operators will receive maximum pay after successful completion of all three phases of training.

ENTERING PROGRESSION SYSTEM - Under normal conditions employees will enter the progression system at the first group level. The employees in this group will be transfers from other Subprocesses or new employees.

The person entering into the progression system will be required to meet certain educational standards as well as exhibiting an aptitude for this type of work.

When no operator applies for an opening, an employee may enter the progression above the entry level, but must complete training in all preceding classifications and demonstrate proficiency in those classifications. An employee entering the progression system above entrance classification must operate six (6) months on shift before they can be a Relief Operator.

LATERAL MOVEMENTS - An employee in any of the groups may request a lateral transfer. They will be considered for the transfer on the basis of their seniority when an opening becomes available at the plant to which they desire to transfer. Each employee will be allowed only one lateral transfer per group.

Employees who transfer laterally are ineligible for the RO until they have taken over a shift for more than four (4) months.

An operator who transfers laterally will be given training to acquaint them with the new station. The operator will be required to demonstrate sufficient knowledge of the station, equipment, and procedures at the end of his/her training period. The training material will be developed by the Technical Trainer.

CROSS TRAINING - Cross training within operating groups will not be required of the operators within that group unless they are excess operators because a plant or part of a plant is shut down. Under these conditions the operator may be required to cross train. Cross training will not be used as a method of reducing the normal work force. When there are duties for excess operators other than cross training, the operators will be given their choice of these duties or cross training in accordance with their seniority.

PROMOTIONS - Job postings will be filled on the following criteria:

1. Applicants will be chosen for a posting in the following order: The most senior person who has completed training in the higher classification; the most senior person in training for the higher classification; the senior person in the lower classification.
2. Applicants will be disqualified who are unable to demonstrate proficiency according to training committee guidelines in the lower classification.

A relief operator vacancy with the exception of the Senior A RO, will be filled by one of the employees within the classification where the vacancy exists who has completed six (6) months as a qualified Operator. The Relief Operator will be chosen on the basis of the employee's seniority.

Promotion to the Senior Operator A classification will be based on demonstrated ability, seniority or having been a qualified Operator A at Eckert Station.

Any employee jumping a position in the normal progression system must demonstrate sufficient knowledge as outlined by the Subprocess Technical Training Committee in the preceding positions.

An Operator B Water Treatment must demonstrate sufficient knowledge in the Operator B classification as outlined by the Subprocess Technical Training Committee before bidding the Operator A position.

CHANGE OF JOB - When an employee is selected for a change in job whether it be a promotion, lateral move or move to a lower classification, that operator will within two (2) weeks to four (4) weeks be allotted time on the new job to decide whether to remain in that classification in accordance with the following schedule:

Promotion to a different plant	15 days
Promotion in same plant	10 days
Lateral move to any plant	10 days
Return to a previous job	0 days
Bid for lower classification	0 days

All time spent in a classification for training or familiarization prior to posting and selection will be counted in above.

An employee may elect to return to a former job if the employee gives sensible reason for the desire to do so.

A Relief Operator returning to an old position will forfeit the Relief Operator position until the next Relief Operator vacancy occurs.

MOORES PARK STEAM HEATING PLANT - Electric Production Operating experience is a prerequisite for entrance into the Moores Park Operator Progression System.

Steam Production Operator training is divided into three (3) phases. All operator training is administered and monitored by the Plant Training Committee with the assistance of the Human Resources.

An employee must successfully complete Phase I training and demonstrate proficiency in Phase I duties prior to advancement to Phase II training. If the operator does not complete Phase I training successfully, that operator will return to their previous classification at which the operator entered the Moores Park SPCO Training Program.

Phase II training must be successfully completed by the operator prior to advancement to phase III training. Phase III training must be successfully completed to be fully qualified as an SPCO. If the Operator fails to successfully complete any phase of training or cannot demonstrate Phase II proficiency, that operator will return to the classification which the employee held prior to entering the Moores Park SPCO Training Program.

MAXIMUM TRAINING TIMES

<u>Group</u>	<u>No.</u>	<u>Classification</u>	<u>Training</u>	<u>Back-Up</u>
	Phase 1	Steam Production Chiller Operator	80 days	10 days
	Phase 2	Steam Production Chiller Operator	100 days	30 days
	Phase 3	Steam Production Chiller Operator	TBD	TBD

ATTACHMENT C

To Agreement between
BOARD OF WATER AND LIGHT, Lansing, Michigan
and
LOCAL UNION NO. 352 IBEW, AFL-CIO

WATER PRODUCTION

WATER PRODUCTION HELPER (WPH) - The WPH will perform normal production plant helper duties and will be given the opportunity to acquire exposure to all areas of Water Production activities. The WPH may be required to assist operators in equipment monitoring and normal operator activities on the day-time shift.

SELECTION - The WPH position is the entrance classification into the Water Production progression system, and will be posted Board-wide.

WATER STATION B OPERATOR (WSBO) - The Water Station B Operator will be responsible for monitoring and operating the filter press, assuring clean work areas, pumping down holding tanks as needed, monitoring fluid levels, troubleshooting, and sampling and assisting A Operator in plant check and will be required to operate the calciner.

SELECTION - The senior WPH with the prescribed training will be given preference in filling the WSBO position.

PAY SCALE - A new employee in this position will be paid at the minimum of the pay scale and progress to \$0.20 below the maximum when he/she takes over shift alone, and to the maximum with an F-4 license. The WSBO will be paid \$0.40 below the maximum of WSAO position with an F-4 license, letter of intent to become a WSAO and completion of WSAO training.

WATER STATION A OPERATOR (WSAO) - The Water Station A Operator will operate the Dye Water Conditioning Plant and will, by remote control, operate the Cedar Pumping Station. The WSAO will inspect all operating and standby equipment at Cedar Pumping once a shift. In addition, the WSAO will be trained to operate the Wise Road Water Conditioning Plant.

SELECTION - The first WSBO who has obtained the F-4, signed the letter of intent, and completed the WSAO training will be given preference in filling the position.

PAY SCHEDULE - The person will be paid at the minimum when selected or at halfway between the minimum and \$0.40 below the maximum when on shift alone or at \$0.40

below the maximum with an F-4 license, at \$0.20 below maximum with an F-3 license, and at the maximum with an F-2 license.

WATER PRODUCTION MAINTENANCE MECHANIC (WPMM) - The Water Production Maintenance Mechanic will maintain all well field related equipment, pumps and valves associated with potable Water Production. In addition, the WPMM will be responsible for maintenance of the high lift pumps associated with Water Production and all Water Production Plant equipment.

SELECTION - Apprentices for the WPMM will be selected from Board-wide postings per existing contract language.

PAY SCHEDULE - The WPMM will be paid in accordance with Attachment E with a starting rate of 85% and five steps: 87%, 89%, 91%, 93%, and 95% to Journeyman rate.

WATER PRODUCTION MAINTENANCE MECHANIC - WELL DRILLER (WMMD) - The Water Production Maintenance Mechanic-Well Driller will perform the same job duties described above plus all operating responsibilities associated with drilling of test, production, and exploratory wells. The WMMD will be trained on the basis of journeyworker seniority and possession of State certification of Pump Installer. Training will be given as well drilling requirements dictate.

PAY SCHEDULE - Once an employee has completed the well drilling training and upon successful completion of the State Well Driller certification, the WPMM will be reclassified to WMMD and receive the scale rate. No step payments will be given during the training period.

ATTACHMENT D

To Agreement between
BOARD OF WATER AND LIGHT, Lansing, Michigan
and
LOCAL UNION NO. 352 IBEW, AFL-CIO

BULK POWER CONTROLLER TRAINING PROGRAM

Effective March 1, 1999 the selection criteria for applicants for the position of Bulk Power Controller (BPC) will be defined as follows to assure that the employees selected will possess the required level of technical knowledge and will also possess the characteristics necessary to perform as an BPC.

POSTING - This position will be posted Subprocess-wide.

SELECTION - The most senior applicant will be selected who has completed any one of the following as outlined below:

- A. AA degree in a technical field (i.e., math, engineering, science)
- B. AA degree in business field (i.e., accounting or marketing).
- C. Classified as a BWL Journeyworker.
- D. Power Plant Control Room Operator with a minimum knowledge in the electrical power area (completion of three of the five following selected correspondence courses or equivalent:
 - 1. Electrical Blueprint Reading
 - 2. Switchgear
 - 3. Transformers
 - 4. Electric Power Substation A & B and
 - 5. Local Distribution of Electric Power
- E. Has worked two or more years in a position equivalent in function and responsibility to the BPC, such as past experience as an Electric System Operator or in a similar capacity at another utility.
- F. Successfully completes the assessment process

PROGRESSION SYSTEM – The progression system for BPC employees is designed to enable all employees in the classification to advance with equal opportunity based on demonstrated job-related knowledge and seniority. The entrance level into the progression system will be Controller-Trainee. The Controller-Trainee will be exposed to an overview of

the various BPC responsibilities. If during the first 60 days in management's judgment the employee is not making satisfactory progress, the employee will be removed from the position. Upon successful completion of training, the employee will advance based on the following table:

LEVEL	EXPERIENCE REQUIRED
Controller-Trainee (BPCT) minimum	Entrance level
Controller-Trainee (BPCT) maximum	6 months
Associate Controller (BPCA) minimum	6 months
Associate Controller (BPCA) maximum	2 years
Controller (BPC) minimum	2 years
Controller (BPC) maximum	4 years
Senior Controller (BPCS) minimum	4 years + NERC certification
Senior Controller (BPCS) maximum	5 years + NERC certification
Lead Controller (BPCL)	4 years +

Experience required is from Date-of-Hire into the BPC classification. There will be only one Lead Controller position to be posted for existing Bulk Power Controllers and will be appointed by the subprocess training committee through a structured interview process. Advancement to Senior Controller can only occur if the employee has passed industry certification as tested by the National Electric Reliability Council (NERC) or the presiding agency for national reliability. If the employee is unable to obtain certification by their four-year anniversary due to lack of application or ability, the employee will be removed from the System Operations Department.

Future industry changes may require all employees in the BPC classification to obtain certification before the employee's four-year anniversary. If the requirement is instituted by the NERC or any other such industry agency and an employee is unable to obtain certification due to lack of application or ability, the employee will be removed from the System Operations Subprocess.

ADVANCEMENT – Increase from minimum to maximum will be based on demonstrated competency, which may require written and/or hands-on testing.

RATES OF PAY – If the employee's rate is lower than Controller-Trainee minimum, the employee will transfer in at the Controller-Trainee minim rate. If the employee's rate is higher than Controller-Trainee minimum rate, the employee will transfer in at the employee's current rate.

Generally, employees will receive wage increases within ranges each year through the first five. Only in the event that management feels an employee is not progressing will testing be required for the pay raise.

The Lead Controller pay will be set at a minimum of 8% above the highest paid Bulk Power Controller.

Current employees who have already reached their 4-year anniversary at the time this revised progression system takes effect will have a maximum of two attempts to pass certification at the earliest opportunities available. These employees will be allowed the opportunity for testing based on seniority. An employee's denial to take testing at the earliest opportunity will be considered a failed test.

WORK STOPPAGE – It is the intent of both the Board and Union to continue to recognize the Bulk Power Controller as a bargaining unit position. Changing conditions in the marketing of electricity have made it necessary to modify some terms and conditions regarding the Bulk Power Controller job.

Both parties recognize the critical public service functions that the Bulk Power Controller performs for the BWL. The parties to this Agreement mutually recognize that the services performed by the Bulk Power Controllers are services essential to public health, safety, and welfare. The Union therefore agrees that there shall be no interruption of these services, for any cause whatsoever, by the employees it represents, nor shall there be any concerted failure by them to report to duty, nor shall they absent themselves from work, stop work, or abstain in whole or in part from the full, faithful and proper performance of the duties of their employment.

On a non-precedent-setting basis, notwithstanding the term of the collective bargaining agreement as it applies to the Bulk Power Controller classification, the parties agree that, in lieu of a strike or lockout, any unresolved disputes shall be submitted first to Special Conference. Following this, any unresolved matters would be submitted to binding arbitration. The Board of Water and Light agrees to pay for the costs of the binding arbitration, excluding any legal costs incurred by the Union, of any unresolved disputes arising from the Bulk Power Controller classification.

The parties recognize that violation of this provision by the Union will cause the Board irreparable harm. Any violation of the foregoing may be made the subject of disciplinary action or discharge from employee, as to employees, and/or of exercise of any legal right or remedy in a Court of competent jurisdiction, as to the Union or the Board, and/or cancellation of this Agreement by the Board.

ATTACHMENT E

To Agreement between
BOARD OF WATER AND LIGHT, Lansing, Michigan
and
LOCAL UNION NO. 352 IBEW, AFL-CIO

BOARD OF WATER AND LIGHT APPRENTICESHIP STANDARDS

Sponsored by
BOARD OF WATER AND LIGHT
LANSING, MICHIGAN
and
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS
LOCAL NO. 352
LANSING, MICHIGAN

Issued by the
BOARD OF WATER AND LIGHT
JOINT APPRENTICESHIP AND LICENSING COMMITTEE
Consultants
BUREAU OF APPRENTICESHIP AND TRAINING
U.S. DEPARTMENT OF LABOR

The following standards for the development of apprentices have been prepared by the Board of Water and Light and the International Brotherhood of Electrical Workers Local Union No. 352.

A pre-apprenticeship pool has been established from which selections for apprentices will be made. This pool is open to all full-time regular employees who have completed their probationary period and satisfactorily completed the assessment. Journeyworkers need to be in the pool to be eligible for consideration for additional apprenticeship programs. Journeyworkers qualify for apprenticeship openings at the same level as their trade and any lower level.

The assessment process will be conducted three (3) times a year for eligible employees. The assessment will measure the employee's general aptitude for skilled trades work, through use of the Differential Aptitude Test (DAT), the scores from which test will not

be used to qualify the employee for rank or grouping in the pre-apprenticeship pool, and specific aptitudes in reading, math, and writing through use of Lansing Community College (LCC) standardized placement testing for each of these aptitudes.

Employees who fail assessment qualification will be encouraged to take courses to improve chances of qualifying at the next assessment. Qualifying coursework will take place on the employee's time. Tuition, lab fees, and books for such courses will be paid by the BWL according to the following schedule:

1st time in course = BWL pays 100%

2nd time in course = BWL pays 50%

after 2nd time in course, employee is responsible for all costs.

Selection - Openings will be posted as presently defined. Only applicants from the apprenticeship pool will be considered, Bargaining Unit applicants considered first by seniority.

ARTICLE 1 - DEFINITIONS

- a. The term "Employer" shall mean the Board of Water and Light.
- b. The term "Union" shall mean the International Brotherhood of Electrical Workers Local Union No. 352.
- c. "Approval Agency" or "Registration Agency" on labor standards and apprenticeship agreements shall mean the Bureau of Apprenticeship and Training, U.S. Department of Labor.
- d. "Apprenticeship Agreement" shall mean a written agreement between the Employer and the person employed as an apprentice, which is approved by the Joint Apprenticeship and Licensing Committee, and registered with the Registration Agencies.
The Apprenticeship Agreement shall contain a statement covering the terms and conditions of employment and training, a statement of the trade to be learned, and a requirement that the apprentice complete the courses related to their trade consisting of not less than 144 hours for each 2,000 hours of process training or year of the apprenticeship.
- e. "Apprentice" shall mean a person at least 18 years of age who is covered by a written agreement with the Employer which has been approved by the Joint Apprenticeship and Licensing Committee and registered with the Registration Agencies.
- f. "Committee" or "Joint Committee" shall mean the Joint Apprenticeship and Licensing Committee organized in accordance with these apprenticeship standards.
- g. The term "Standards of Apprenticeship" shall mean this entire document, including these definitions.

ARTICLE 2 - QUALIFICATIONS FOR APPRENTICESHIP APPLICANTS

Selection of apprentices under this program shall be made from qualified applicants without regard to race, creed, color, sex, sexual orientation, gender, age, or national origin.

ARTICLE 3 - TERM OF APPRENTICESHIP

The term of apprenticeship shall be the amount of time indicated for each apprenticeship noted in Article 8.

Related instruction is to be established by the committee with not less than 144 hours for each year or 2,000 hours of process training of apprenticeship.

ARTICLE 4 - PROBATIONARY PERIOD

All apprentices employed in accordance with these standards shall be subject to a try-out or probationary period not exceeding 1,000 hours of employment. During these probationary periods, annulment of the apprenticeship agreement will be made by the committee upon request of either party, but due notice of such action shall be given the Bureau of Apprenticeship and Training.

ARTICLE 5 - WORK EXPERIENCE

During this apprenticeship, the apprentice shall receive such instruction and experience in all branches of the trade, including the preparation of material, as is necessary to develop a practical and skilled employee versed in the theory and practice of the trade. An apprentice shall be allowed to perform the duties of the trade during the apprenticeship which the training has allowed the apprentice to be proficient in. The apprentice shall also perform such other duties in the shop and on the job as are commonly related to the apprenticeship. A condensed schedule of the work experience required for the trade in which the apprentice will be starting shall be supplied to the apprentice upon entry into the program.

ARTICLE 6 - RELATED AND SUPPLEMENTAL INSTRUCTION

- a. Each apprentice shall enroll in courses prescribed by the committee. Each apprentice must complete at least the equivalent of four (4) hours weekly or 144 hours yearly or 2,000 hours of process training of related instruction courses, as directed by the committee for each trade classification.
- b. Time spent on related instruction shall not be considered as hours of work unless the apprentice is required to attend instruction or testing sessions during regular work hours, in which case the apprentice shall be paid for classroom hours at the straight time hourly rate.

- c. In case of failure, without good and sufficient cause, on the part of the apprentice to fulfill instruction requirements, the committee may after proper hearing, suspend or revoke the apprenticeship agreement.
- d. Employees classified as Journeyworkers will be allowed to take updated or additional related instruction courses for their trade under the same provisions as the apprentices.

ARTICLE 7 - CREDIT FOR PREVIOUS EXPERIENCE

Any apprentice having previous experience or training in the trade before entering the apprenticeship may receive credit towards completion of the apprenticeship. The amount of credit to be granted to the apprentice will be determined by the Process manager, the department training committee and approved by the committee.

ARTICLE 8 - APPRENTICES' WAGES

Starting rates shall be set by the committee based on the qualifications of the apprentice as compared to the process training and related instruction standards for the trade.

Step raises shall be recommended in increments noted below, (normally at six (6) or twelve (12) month intervals depending upon hours of process training for that particular apprenticeship), by the Joint Apprenticeship and Licensing Committee based on the completion of prescribed related instruction and process training. Graduates will remain at the top step of the progression until an opening occurs in the trade and the graduate is selected to fill that opening. However, any time the graduate is used as a Journeyworker the graduate will receive full Journeyworker's scale. Also, Journeyworkers will not be hired from the outside while graduates are being held at the top step of the progression.

Apprentices in trades having prerequisite experience in other positions in Attachment A, or who are in related positions at the time of selection, will be paid no less than the rate they were paid at the time of the selection to the apprentice position.

Relative to the new apprenticable trades, no present employee in these trades will have their basic hourly rate reduced as the result of the provisions in Attachment E pertaining to these classifications.

Minimum terms of apprenticeship are indicated below along with specific requirements and starting rates. NOTE: Due to name changes by the Bureau of Apprenticeship and Training, both apprenticeship designations (BWL designated and BAT designated) will be listed where appropriate.

1. Cable Splicer Apprentice:
 - a. Starting Rate and Steps: 85% Starting Rate, Steps of: 1 - 87%, (normally at completion of one (1) year), 2 - 89%, (normally at completion of two (2) years), 3 - 91%, 4 - 93%, 5 - 95% of journeyworker's rate.
 - b. Term: Completion of 8,000 hours of process training in addition to related instruction.
2. Construction Mechanic (Utility) Apprentice (BAT designated Maintenance Mechanic):
 - a. Starting Rate and Steps: 85% Starting Rate, Steps of:-1 - 87%, (normally at completion of one (1) year), 2 - 89%, (normally at completion of two (2) years), 3 - 91%, 4 - 93%, 5 - 95% of journeyworker's rate.
 - b. Term: Completion of 8,000 hours of process training in addition to related instruction.
3. Customer Account Representative:
 - a. Starting Rate and Steps: 85% Starting Rate, Steps of: 1 – 89%, 2 – 93%, 3 – 95% of journeyworker’s rate.
 - b. Term: Completion of 4,000 hours of process training in addition to related instruction.
4. Electrician Apprentice:
 - a. Starting Rate and Steps: 85% Starting Rate, Steps of: 1 - 87%, (normally at completion of one (1) year), 2 - 89%, (normally at completion of two (2) years), 3 - 91%, 4 - 93%, 5 - 95% of journeyworker's rate.
 - b. Term: Completion of 8,000 hours of process training in addition to related instruction.
5. Equipment Mechanic Apprentice (BAT designated Industrial Truck Mechanic):
 - a. Starting Rate and Steps: 85% Starting Rate, Steps of: 1 - 87%, (normally at completion of one (1) year), 2 - 89%, (normally at completion of two (2) years), 3 - 91%, 4 - 93%, 5 - 95% of journeyworker's rate.
 - b. Term: Completion of 8,000 hours of process training in addition to related instruction.

6. Instrument and Control Specialist Apprentice: (BAT designated Instrumentation Technician)
 - a. Starting Rate and Steps: 85% Starting Rate, Steps of: 1 - 87% (normally at completion of one (1) year), 2 - 89% (normally at completion of two (2) years), 3 - 91%, 4 - 93%, 5 - 95% of journeyworker's rate.
 - b. Term: Completion of 8,000 hours of process training in addition to related instruction.
 - c. Educational prerequisites required.
7. Lineworker (Electric) Apprentice (BAT designated Line Erector):
 - a. Starting Rate and Steps: 85% Starting Rate, Steps of: 1 - 87%, (normally at completion of one (1) year), 2 - 89%, (normally at completion of one and one-half (1 ½) years), 3 - 91% (normally at completion of two and one-half (2 ½) years), 4 - 93%, 5 - 95% of journeyworker's rate.
 - b. Term: Completion of 8,000 hours of process training in addition to related instruction.
8. Maintenance Mechanic Apprentice (BAT designated Maintenance Mechanic):
 - a. Starting Rate and Steps: 85% Starting Rate, Steps of: 1 - 87%, (normally at completion of one (1) year), 2 - 89%, (normally at completion of two (2) years), 3 - 91%, 4 - 93%, 5 - 95% of journeyworker's rate.
 - b. Term: Completion of 8,000 hours of process training in addition to related instruction.
9. Mechanic Welder Apprentice (BAT designated Combination Welder):
 - a. Starting Rate and Steps: 85% Starting Rate, Steps of: 1 - 87%, 2 - 89%, 3 - 91%, 4 - 93% 5 - 95% of journeyworker's rate.
 - b. Term: Completion of 6,000 hours of process training in addition to related instruction.
10. Painter Apprentice (BAT designated Construction Painter):
 - a. Starting Rate and Steps: 85% Starting Rate, Steps of: 1 - 87%, 2 - 89%, 3 - 91% of journeyworker's rate.
 - b. Term: Completion of 6,000 hours of process training in addition to related instruction.
11. Primary Meter Specialist Apprentice (BAT designated Meter Repairer):
 - a. Starting Rate and Steps: 85% Starting Rate, Steps of: 1 - 87% (normally at completion of one (1) year), 2 - 89% (normally at completion of two (2) years), 3

- 91%, 4 - 93%, 5 - 95% of journeyworker's rate (2.5% below maximum for classification).

b. Term: Completion of 8,000 hours of process training in addition to related instruction.

12. Water Production Maintenance Mechanic Apprentice (BAT designated Maintenance Mechanic):

a. Starting Rate and Steps: 85% Starting Rate, Steps of: 1-87%, (normally at completion of one (1) year), 2 - 89%, (normally at completion of two (2) years), 3 - 91%, 4 - 93%, 5 - 95% of journeyworker's rate.

b. Term: Completion of 8,000 hours of process training in addition to related instruction.

13. Welder Fitter Apprentice:

a. Starting Rate and Steps: 85% Starting Rate, Steps of: 1-87%, normally at completion of one (1) year), 2 - 89%, (normally at completion of two (2) years), 3 - 91%, 4 - 93%, 5 - 95% of journeyworker's rate.

b. Term: Completion of 8,000 hours of process training in addition to related instruction.

The following Apprenticeship is offered through the Board of Water and Light; however, it is NOT recognized by the Bureau of Apprenticeship and Training of the Department of Labor. Successful completion of this apprenticeship will result in BWL certification only.

Traffic Signal Maintenance Specialist Apprentice:

a. Starting Rate and Steps: 85% Starting Rate, Steps of: 1 - 87%, 2 - 89%, 3 - 91%, 4 - 93%, 5 - 95% of journeyworker's rate.

b. Term: Completion of 6,000 hours of process training in addition to related instruction.

ARTICLE 9 - PERIODIC EXAMINATION

A review of the apprentices' progress shall be made before each period of advancement, or at such other times as may be determined by the Process manager, the department training committee and approved by the committee. Consideration shall be given to the related instruction progress, and daily employment records of the apprentices.

ARTICLE 10 - APPRENTICES' HOURS

The apprentices' work week shall be the same as the journeyworker's work week.

Overtime shall not be normally considered as time worked for purposes of computing and completing the work process schedule, unless it pertains to the specific requirements acceptable to the committee and then only one (1) hour worked shall count as one (1) hour completed on the work process schedule.

ARTICLE 11 - APPRENTICESHIP AGREEMENT

With the exception of Traffic Signal Maintenance Specialist the apprentice shall sign an agreement provided by the United States Department of Labor which shall be signed also by the employer and approved by the committee.

ARTICLE 12 - COPIES OF THE AGREEMENT

The following shall receive copies of the apprenticeship agreement properly filled out:

1. The Apprentice
2. The Employer
3. Local #352, International Brotherhood of Electrical Workers
4. The Bureau of Apprenticeship and Training (two copies)
5. Board of Water and Light Joint Apprenticeship and Licensing Committee.

ARTICLE 13 - COMPOSITION OF THE JOINT APPRENTICESHIP COMMITTEE

The Joint Apprenticeship and Licensing Committee is composed of three (3) members representing the Board of Water and Light, selected by Management, and three (3) members representing journeyworkers, selected by the Local Union president or Business Manager.

A spokesperson for each apprentice trade may be appointed by the Local Union to handle matters, as required, pertaining to that trade before the committee.

ARTICLE 14 - ADMINISTRATION PROCEDURE OF THE JOINT APPRENTICESHIP COMMITTEE

- a. The committee shall elect a chairperson and a secretary each year.
- b. The committee shall establish such additional rules and regulations governing its administrative procedure as are required.

ARTICLE 15 - DUTIES OF THE COMMITTEE

- a. To establish minimum required standards of education and experience for apprentices, and to pass on the qualifications of persons applying for apprenticeship.
- b. To place apprentices under agreement. When the employer's business is of such character as not to provide continuous employment over the entire period of apprenticeship, the committee shall use its best efforts to provide diversity and continuous employment.

- c. To determine the quality and quantity of experience on the job which the apprentice must have, and to be responsible for the apprentice obtaining it.
- d. To hear and adjust all complaints of violation of apprenticeship agreements.
- e. To evaluate the apprentice's progress in manipulative skills and technical knowledge.
- f. To maintain a record of each apprentice, showing their related instruction progress, work experience, and progress in learning the trade.
- g. To determine that the apprentice has successfully completed the apprenticeship agreement and has met the standards of the trade and if so, to recommend to the Registration Agencies that the apprentice be awarded a Certificate of Completion of Apprenticeship.
- h. To determine for all Journeyworkers who graduated from a Board of Water and Light apprenticeship training program since January 1, 1973, the adjustment of their Journeyworker seniority status under the guidelines established under Article V, Section 1 relative to crediting of process training.
- i. In general, to be responsible for the successful operation of the apprenticeship standards in the locality by performing the duties listed above, by cooperating with public and private agencies which can be of assistance, by obtaining publicity, in order to develop the support and interest of the public in apprenticeship, by keeping in constant touch with all parties concerned--apprentices and journeyworkers.

ARTICLE 16 - DUTIES OF CONSULTANTS

Consultants to the committee will attend meetings upon request of the committee. Consultants will be asked to advise the committee on all problems affecting the agencies they represent, and render such assistance as will aid in improving the trade preparation of apprentices. Consultants act without vote.

ARTICLE 17 - ADJUSTING DIFFERENCES

In case of disagreement between the employer and the apprentice either has the right and privilege of appealing to the committee for the adjustment of problems relating to the apprenticeship. The decision of the committee shall be final. If the committee is unable to make a definite decision, the Bureau of Apprenticeship and Training may be consulted on labor standards.

ARTICLE 18 - GRANTING OF CERTIFICATE OF COMPLETION OF APPRENTICESHIP

Upon the successful completion of the apprenticeship under these standards, the Registration Agencies shall furnish each apprentice with a Certificate of Completion of Apprenticeship, upon the request of the committee.

ARTICLE 19 - RATIO OF APPRENTICES TO JOURNEYWORKERS

The ratio of apprentices to journeyworkers shall be not more than one (1) apprentice to each three (3) journeyworkers employed. This ratio is intended as a guide and upon agreement of the committee will be waived in cases requiring a change in the ratio.

ARTICLE 20 - TERMINATION OF APPRENTICESHIP AGREEMENT

Full-time regular employees who are deemed unable to continue as an apprentice will be returned to the classification from which they were transferred to the apprentice trade, or to a similar classification, seniority permitting.

ARTICLE 21 - MODIFICATION OF STANDARDS

These standards may be modified at any time by action of the committee, subject to approval by the employer and employee groups. Such modification shall not alter apprenticeship agreements in effect at the time of the change without the express consent of both parties to such agreements. The Bureau of Apprenticeship and Training, U.S. Department of Labor, shall be notified of any modifications to these standards.

ARTICLE 22 - COMPLIANCE WITH APPRENTICESHIP STANDARDS

These standards are hereby made a part of each apprenticeship agreement under "Special Provisions." The signing of the agreement therefore binds the parties concerned to compliance with them.

Every apprentice entering into an apprenticeship agreement shall be given the opportunity to read these standards.

THESE REVISED STANDARDS REGISTERED WITH THE BUREAU OF APPRENTICESHIP AND TRAINING, U.S. DEPARTMENT OF LABOR, WASHINGTON, D.C., AS INCORPORATING THE BASIC STANDARDS RECOMMENDED BY THE FEDERAL COMMITTEE ON APPRENTICESHIP.

ATTACHMENT F

To Agreement between
BOARD OF WATER AND LIGHT, Lansing, Michigan
and
LOCAL UNION NO. 352 IBEW, AFL-CIO

COAL OPERATOR PROGRESSION SYSTEM

The progression system for the Coal Operators in the Production Process is based on an all "A" Operator concept.

The entrance classification into the progression system will be Coal Operator A (COA) Trainee I. The COA Trainee I may be assigned to any of the plants as operating schedules and circumstances warrant. An employee in this classification must be capable of operating car shaker, hoe, conveyor belt, tripper units, and provide physical labor to unload coal. An employee entering into the progression system will be required to exhibit physical and mechanical aptitude for this type of work.

The second step in the progression will be Coal Operator A Trainee II. An employee in this classification must be capable of operating all mechanical equipment related to coal handling. The COA Trainee II may be assigned to any of the plants to perform duties as operating schedules and circumstances warrant.

The third level in the progression will be Coal Operator A Trainee III. An employee in this classification must provide general direction to coal handling operation and be capable of operating all mechanical equipment related to coal handling. The COA Trainee III may be assigned to any of the plants to perform duties as operating schedules and circumstances warrant.

After an employee has successfully completed all three levels of the progression system, they will be classified as a Coal Operator A. This employee will then take a place in the job duties and plant assignment rotation schedule.

RATES OF PAY - See Attachment A.

Employees entering the classification and hired in prior to 1-1-85 will enter the progression at the maximum of Level I.

OVERTIME - Overtime pay will be equalized as nearly as practical among Coal Operators within the same classification. The updating of the overtime list will conform to the standard practice as adopted by the Board of Water & Light.

TRAINING - A training program will be established to conform with the needs of the Coal Operator A progression system. This training will relate to the general knowledge required for each classification and specific knowledge of each power plant's mechanical equipment. The aim of the program will be to train Coal Operators to assume duties at any plant with minimum orientation required.

A training outline for each group will provide an understanding as to what the trainee is expected to learn. The guidelines will break the training into several components so that the trainee can concentrate his studies on one or more components at a time rather than trying to learn the overall job at once.

The trainee's proficiency will be judged by plant supervision and, if within sixty (60) working days of the training period fails to show progress due to lack of application or ability, the trainee will be returned to their previous classification.

Maximum pay for all classifications will be based on successful completion of the training period.

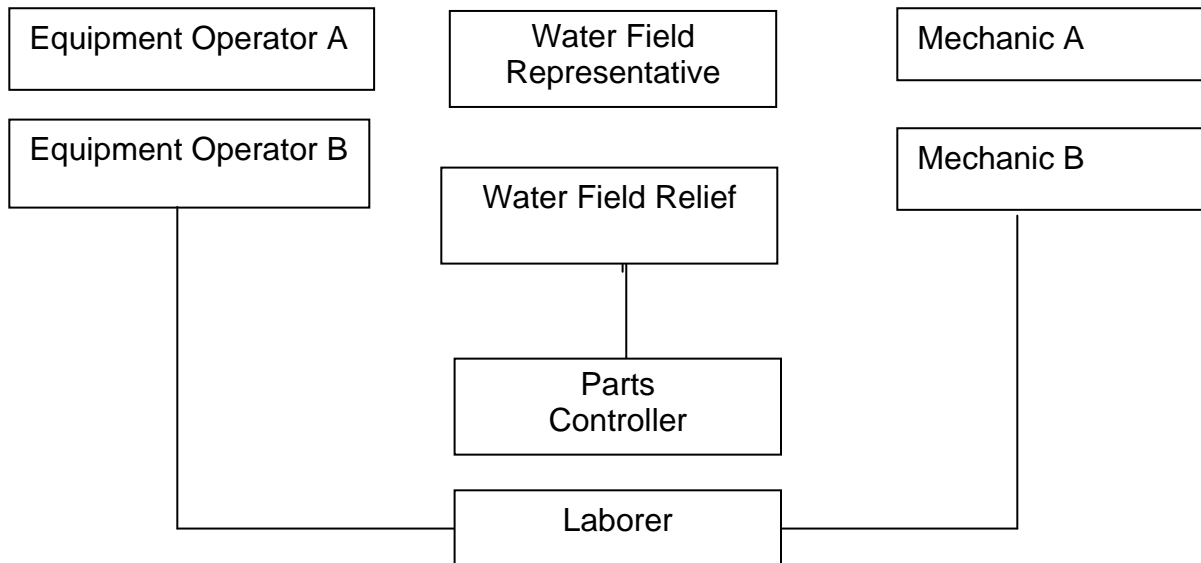
ATTACHMENT G

To Agreement between
BOARD OF WATER AND LIGHT, Lansing, Michigan
and
LOCAL UNION NO. 352 IBEW, AFL-CIO

WATER DISTRIBUTION SUBPROCESS PROGRESSION SYSTEM

The progression system for the employees in the Water Distribution Subprocess is designed to enable all employees in the Department to advance with equal opportunity based on ability and seniority.

As individuals progress through a succession of classifications, they will, as work allows, be given the opportunity to "cross train" and receive work process training credit, in both lines of progression.



ENTERING THE PROGRESSION - The above chart shows the order of progression. The normal entrance classification to the progression will be Laborer.

As vacancies open in the "B" group, Laborers may apply for advancement to that classification.

TRAINING - Skill areas shall be documented for all classifications and a record shall be maintained on each employee on those areas in which proficiency is attained.

Advancement from minimum to maximum pay rate will be based on skill competency. Special "skill areas" are outlined for Mechanic A and B, Steam Section.

If an employee has elected to remain in a given classification and at a later date wishes to advance, it will be the employee's responsibility to obtain the skills necessary to qualify for advancement to the next higher classification.

MOVEMENT WITHIN THE PROGRESSION - An employee may request a transfer to the opposite "Line" in the same "Group" when a vacancy exists, and will be considered on the basis of "skill areas" acquired by cross training and seniority. Each employee will be allowed only two (2) lateral transfers per group.

Requests for transfer into Water Field Representative or Parts Controller may be submitted by employees meeting all requirements of Mechanic B. This may include Mechanics A and B or Operator A and B, who through cross training have achieved all the skills of Mechanic B.

The Parts Controller will be eligible for moving back into the Mechanic B position or to bid for a Mechanic A position provided all skills for Mechanic B have been demonstrated. Should openings occur, a Parts Controller who was previously an Equipment Operator B will have bidding priority.

Transfers into, or out of the Steam Section shall require attainment of the minimum skills necessary for the requested "Line of Progression".

PROMOTIONS - Advancement will be given the senior employee who has held and demonstrated ability in all skill areas of the preceding "Group" of the same line. Progression is not mandatory.

Equipment Operators are not eligible for transfer to a Mechanic position at a higher level until mechanic skills for the parallel Mechanic position have been demonstrated; i.e., an Equipment Operator B could not move to Mechanic A until the Equipment Operator B has demonstrated the Mechanic B skills.

PAYMENT - Mechanics who are cross trained will receive Operator rate when operating equipment.

Entry level to the Field Representative classification for all candidates shall be at the minimum pay level of Field Representative.

Effective August 1, 1993, the scale maximum will be increased by \$0.30. Employees with no certification will receive \$0.30 less than maximum. S-4 will be paid \$0.15 less than maximum and S-3 will be paid maximum.

ATTACHMENT H

To Agreement between
BOARD OF WATER AND LIGHT, Lansing, Michigan
and
LOCAL UNION NO. 352 IBEW, AFL-CIO

INSTRUMENT AND CONTROL SPECIALIST TRAINING PROGRAM

The following are criteria for the selection of applicants for the position of Instrument and Control Specialist:

1. High school education plus a minimum of twelve (12) college credits in electronics or equivalent schooling.
2. Experience must include:
 - a) A working knowledge of power plant operation gained from practical experience or educational training;
 - b) A demonstrated mechanical and electrical aptitude.

ATTACHMENT I

To Agreement between
BOARD OF WATER AND LIGHT, Lansing, Michigan
and
LOCAL UNION NO. 352 IBEW, AFL-CIO

STEAM DISTRIBUTION PROGRESSION SYSTEM

The progression system for the employees in the Steam Distribution Subprocess is designed to enable all employees in the Subprocess to advance with equal opportunity based on ability and seniority.

PROGRESSION SYSTEM - The entrance level into the progression system will be Steam Mechanic 1. The second level will be Steam Mechanic 2.

LEVEL	EXPERIENCE REQUIRED
Steam Mechanic 1 Min.	Entrance level
Steam Mechanic 1 Max.	6 months
Steam Mechanic 2 Min.	1 year
Steam Mechanic 2 Max.	1 & 1/2 years
Steam Mechanic 3 Min.	2 years
Steam Mechanic 3 Max.	3 years
Steam Mechanic 4 Min.	4 years
Steam Mechanic 4 Max.	5 years

ADVANCEMENT - Any increases from minimum to maximum will be based upon demonstrated skill competency which may require written or hands on testing.

Because of the skill required to operate equipment a person must reach the level of Steam Mechanic 2 to be eligible for operator premium of \$0.08 per hour while performing as an operator.

SELECTION - Steam Mechanic level 1 is an entrance level position. Steam Mechanic level 2 will be posted board-wide if necessary to fill positions. Selection and placement in levels will be based upon equivalent skills and seniority. Person(s) selected from job postings will be required to attain all skills in the lower classification(s) before progression within the current level.

PAY SCHEDULE - See Attachment A.

STEAM MECHANIC QUALIFIED WELDER

Effective May 30, 1991, a new classification of Steam Mechanic Qualified Welder has been established.

ADVANCEMENT - Increase from minimum to maximum will be based upon demonstrated skill competency and completion of Steam Mechanic levels 1 through 4.

SELECTION - Steam Mechanic Qualified Welder is a Subprocess-only posting. Only applicants who qualify to requirements of the LBWL Welding Quality Control System for ASME Boiler & Pressure Vessel and B31.1 Power Piping Codes will be considered for the position. The most qualified senior certified applicant will be offered the position. Placement in levels will be based upon equivalent skills and seniority. Person(s) selected from job posting(s) will be required to attain all skills in the lower levels of Steam Mechanic classification.

ATTACHMENT J

To Agreement between
BOARD OF WATER AND LIGHT, Lansing, Michigan
and
LOCAL UNION NO. 352 IBEW, AFL-CIO

ELECTRIC SERVICE WORKER (ESW) ELECTRIC SERVICE WORKER RELIEF (ESWR)

In an effort to provide reliable emergency service to BWL customers at the lowest possible cost, it has been agreed that:

- A. The number of ESW's assigned to the Overhead Line Construction Department will be two (2), with three (3) ESWR'S.
- B. The ESW's assigned to the Overhead Line Construction Department will work the following shift schedules:
 - 1. AM shift = 0600 to 1400 hours Monday through Friday excluding holidays.
 - 2. PM shift = 1400 to 2200 hours Monday through Friday excluding holidays.ESW's will alternate shifts in a manner agreed upon with the ESW's and the Overhead Line Construction Department Manager.
- C. The ESW's assigned to the Overhead Line Construction Department will be responsible to cover standby requirements for the following periods:
 - 1. Monday through Friday (excluding holidays) from 2200 to 0600 hours. Compensation for such standby regardless of whether it is covered by one or more ESW's will total one (1) hour pay per day of standby.
 - 2. Saturday, Sunday and Holidays. Compensation for such standby regardless of whether it is covered by one or more ESW's shall be a total of three (3) hours pay per day of standby.
- D. The BWL will compensate three ESWR's assigned to the Overhead Line Construction Department at the same rate of pay as an ESW. In return, one of them will be available at all times to perform Relief and Standby duties.
- E. In the event of overtime, it will be offered to the ESW's first unless they are off on vacation, free choice, sick leave, leave of absence, or unpaid time off. If an ESW is not available, the ESWR's will be required to handle overtime.
- F. The ESWR's would be exempt from the 24-hour notice for flex scheduling as required in contract Article VIII, Sect. 1, A, 2.b.
- G. Standby and Paid Time Off scheduling will be done in accordance with the following

guidelines:

1. **NORMAL STANDBY RELIEF:** In the event an ESW does not want to perform their normal standby duties, it will be their responsibility to arrange their own relief and to notify BESOC and the T&D office of the change. They will be required to cover their own standby if they cannot find relief.
2. **EMERGENCY STANDBY RELIEF:** In the event that the scheduled ESW or ESWR has an emergency and is unable to cover their scheduled standby weekend, the other ESW will be asked first; if unavailable, one of the ESWR's will be required to be on standby.
3. **WEEKEND STANDBY RELIEF WITH PAID TIME OFF:** When an ESW is on paid time off (vacation, free choice, etc.) before their scheduled standby weekend, they must indicate at the time of their request whether or not they will be available for the weekend standby. If not, the replacement ESWR will be responsible for the coverage.
4. **WEEKDAY STANDBY RELIEF WITH PAID TIME OFF:** When an ESW is on paid time off, the associated daily standby shall be the responsibility of the ESWR.
5. **STANDBY PRIORITY:** An ESWR cannot be on the standby crew list and on standby for an ESW at the same time. They will maintain standby for the ESW and find a relief person for the standby crew. The ESWR will notify BESOC and the T&D office.
6. **PAID TIME OFF REQUEST:** All requests will be approved by the Manager of Overhead Line Construction.

ATTACHMENT K

To Agreement between
BOARD OF WATER AND LIGHT, Lansing, Michigan
and
LOCAL UNION NO. 352 IBEW, AFL-CIO

TECHNICAL PROFICIENCY TRAINING

Effective July 1, 1990, a Joint Technical Training Committee is established to oversee the non-apprenticable technical training needs of the BWL and its employees. The Joint Apprenticeship Committee responsibilities will be expanded to include licensing. (See attached organization chart.)

I. Scope of Responsibility

- A. Establish training guidelines, approve program formats.
- B. Make final recommendations to Director of Human Resources via Superintendent of Training regarding boardwide program training budget. (This does not include Process Area training budgets.)
- C. These committees are responsible for formulation of organizational technical training programs, monitoring of Process Area program development, timelines, and certification of results.
- D. They are responsible for serving in an advisory capacity to Process Area training committees.

II. Accountability

Accountable to the Director of Human Resources for overall coordination and monitoring of technical training activities at BWL.

III. Membership

- 3 Management (to include at least one director)
- 3 Bargaining Unit
- 1 Superintendent of Training or designate as non-voting representative

JOINT TECHNICAL TRAINING COMMITTEE (JTTC)

I. Scope of Responsibility

- A. Review and disseminate information regarding technical training trends, philosophy and methodology.
- B. Collect all Process Area job responsibilities and skill sheets.
- C. Assure consistency in proficiency standards among Process Areas.
- D. Assist with development of recommended procedures in the event of inability to gain proficiency after training or re-training.
- E. Work with Process Area to develop consensus recommendations.
- F. Monitor content and progress of Process Area training and retraining programs.
- G. Review Process Area training committee recommendations.
- H. Clarify boardwide training needs and priorities and make recommendations regarding boardwide training budget to the Director of Human Resources.

JOINT APPRENTICESHIP and LICENSING COMMITTEE (JALC)

I. Responsibility

- A. This committee is responsible for the overall functioning of the BWL Apprenticeship Program as outlined in Attachment E.
- B. Coordinating activities required for smooth functioning of the pre-apprenticeship pool.
- C. Assure that BWL-sponsored training is in compliance with State and Federal licensing requirements.
- D. Keep track of BWL need for licensed employees and assure that the appropriate number of employees are pursuing licenses.

II. Authority

- A. This committee has the authority to authorize employees to seek licenses and certification at BWL expense, monitor progress, and certify results.

PROCESS AREA MANAGEMENT

I. Responsibility

- A. Process Area Heads are responsible for the proper training of employees in their Process Areas. This includes orientation, development of job responsibilities and skill sheets, standards and criteria for advancement, training and re-training, proficiency determination and training monitoring systems. These responsibilities

are to be carried out with the assistance of the Process Area training committee. Initial programs are to be developed and implemented no later than September 1, 1991.

- B. Responsible for the selection, evaluation and advancement of employees, and removing employees where necessary.

II. Accountability

- A. Process Area Heads are accountable to the Division Director for their training programs, budgets and results.

PROCESS AREA TRAINING COMMITTEES

I. Membership

- A. These committees will be made up of an equal number of Bargaining Unit and Management employees.

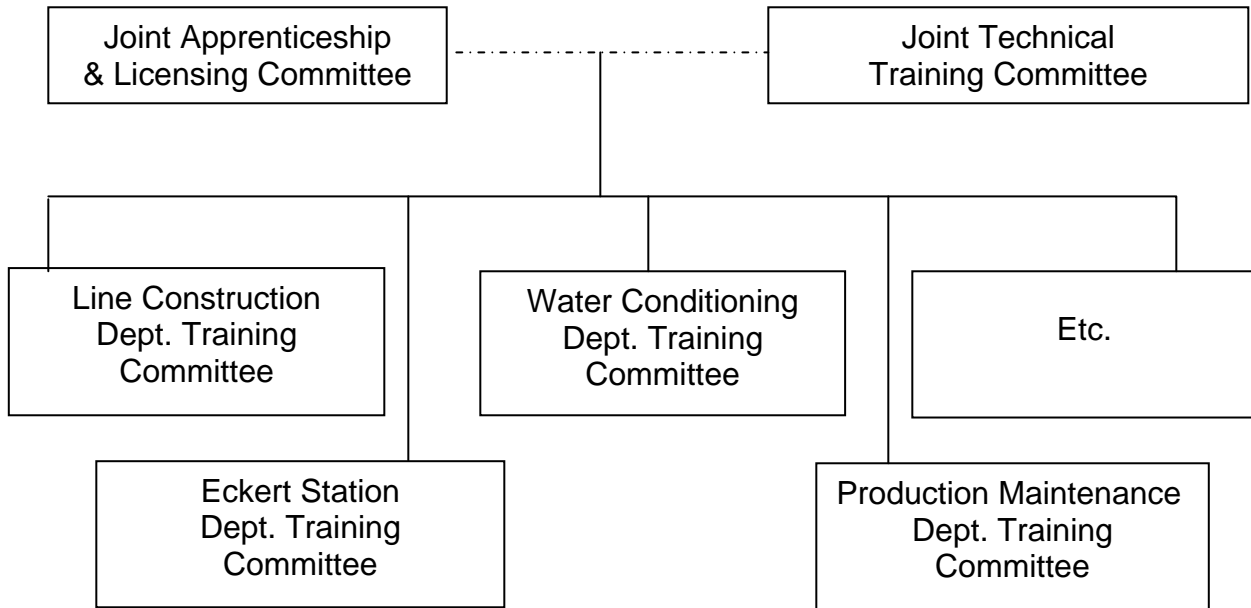
II. Scope of Responsibility

- A. Act in an advisory capacity to the Process Area Head and communicate with and advise the JALC and JTTC with regard to the BWL training needs and Process Area progress with regard to the following:
 1. Development of job responsibilities and skill sheets.
 2. Assistance in ongoing evaluation of job analysis and tracking of personnel regarding skill proficiency and licensing.
 3. Development of a general plan to upgrade employee's skills relative to job responsibilities and skill sheets as required to include:
 - a. a selection process
 - b. employee orientation
 - c. proficiency levels
 - d. refresher training
 - e. advancement opportunities.

III. Accountability

- A. These committees are accountable to the Process Area Head.

TECHNICAL PROFICIENCY TRAINING



ATTACHMENT L

To Agreement between
BOARD OF WATER AND LIGHT, Lansing, Michigan
and
LOCAL UNION NO. 352, IBEW, AFL-CIO

**CUSTOMER SERVICE and CUSTOMER ACCOUNTS SUBPROCESS PROGRESSION
SYSTEM**

Effective 11-01-08

REMITTANCE PROCESSING

The Remittance Processing section of the Customer Service Subprocess is structured to include the following classifications:

Remittance Processing Representative (RPR 1-3)

Remittance Processing Specialist (RPS)

POSTING - The RPR-1 will be an entrance level classifications. RPR2 and RPR3 are progressive and will not be posted. The RPS will be a Subprocess only posting.

SELECTION -

RPR-1: Qualified applicants who meet the pre-selection criteria as measured through an assessment process will be chosen for the RPR positions.

RPS: Applicants for this position will be considered on the basis of performance, ability, demonstrated RPR level 3 skills, results of the pre-selection leadership assessment center and seniority.

PROGRESSION -

<u>Classification</u>	<u>Progression</u>
RPR	
Level 1	1 Year
Level 2	2 Years
Level 3	2 Years
RPS	1 Year

Employees may progress, based upon performance and appropriate skills demonstrated, at a faster pace than prescribed above presuming training is available. All RPR's are expected to progress to the top of level 3. If Management has acted in good faith and sufficient training has been made available but it is taking longer than the prescribed time

for an employee to progress, a decision will be made whether or not the employee should remain in the position and appropriate action will be taken. If it has been determined that Management has not acted in good faith to make sufficient training available in the prescribed time, the employee will progress to the highest rate of their current classification.

Training and re-training will be offered on an as-needed and as-available basis taking seniority into consideration.

RATES OF PAY - See Attachment A and A-1.

CUSTOMER ACCOUNTING

The Customer Accounting section of the Customer Service Subprocess is to be structured to include the following classifications:

1. Customer Billing Representative (CBR 1-3)
2. Customer Account Specialist (CAS)

POSTING - The CBR position will be an entrance level classification. The CAS will be a Subprocess-only posting.

Selection -

CBR: Qualified applicants who meet the pre-selection criteria as measured through an assessment process will be chosen for the CBR position.

CAS: Applicants will be considered on the basis of performance, ability, demonstrated CBR level 3 skills & results of the pre-selection leadership assessment center and seniority.

PROGRESSION -

<u>CBR:</u>	<u>Skill Groups</u>	<u>Progression</u>
	CBR 1	1 Year
	CBR 2	2 Years
	CBR 3	2 Years
<u>CAS:</u>		1 Year

Employees may progress, based upon performance and appropriate skills have been demonstrated, at a faster pace than prescribed above presuming training is available.

Evaluations will be available upon request at least every six months. If Management has acted in good faith and sufficient training has been made available but is taking longer than the prescribed time for an employee to progress, a decision will be made whether or not the employee should remain in the position and appropriate action will be taken. If it has been

determined that Management has not acted in good faith to make sufficient training available in the prescribed time, the employee will progress to the highest rate of their current classification.

All new CBR's are expected to progress to the top of level 3. Training and re-training will be offered on an as-needed and as-available basis taking seniority into consideration.

RATES OF PAY - See Attachment A.

CALL CENTER

The Call Center Section of the Customer Service Subprocess is to be structured to include the following classifications:

1. Customer Service Representative 1 (CSR1)
Customer Service Representative 2 (CSR2)
Customer Service Representative 3 (CSR3)
2. Customer Service Specialist (CSS)

POSTING - The CSR1 position will be an entrance level classification. The CSS will be a Subprocess-only posting.

SELECTION -

CSR1: Qualified applicants who meet the pre-selection criteria as measured through an assessment process will be chosen for the CSR1 position.

CSS: Applicants will be considered on the basis of performance, ability, demonstrated CSR level 3 skills & results of the pre-selection leadership assessment center and seniority.

PROGRESSION -

<u>Skill Group</u>	<u>Progression</u>
CSR level 1	1 Year
CSR level 2	2 Years
CSR level 3	2 Years
CSS	1 Year

Employees may progress, based upon performance, ability, and demonstrated skills at a faster pace than prescribed above, except for the CSS position. Experience in the position is an important factor for the CSS position, so strict adherence to by the prescribed timetable is required. Evaluations will be available upon request at least every six months. If Management has acted in good faith and sufficient training has been made available but is

taking longer than the prescribed time for an employee to progress, a decision will be made whether or not the employee should remain in the position and appropriate action will be taken. If it has been determined that Management has not acted in good faith to make sufficient training available in the prescribed time, the employee will progress to the highest rate of their current classification.

All employees are expected to progress to the top level 3. Training and re-training will be offered on an as-needed and as-available basis taking seniority into consideration.

RATES OF PAY - See Attachment A.

ATTACHMENT M

To Agreement between
BOARD OF WATER AND LIGHT, Lansing, Michigan
and
LOCAL UNION NO. 352, IBEW, AFL-CIO

BOULEVARD PROGRESSION SYSTEM

Effective July 1, 1990, a single classification of Boulevard Light Mechanic will be used in the Boulevard section, incorporating duties of the current Boulevard Light Mechanic, Truck Driver and Equipment Operator.

SELECTION - Boulevard Light Mechanic 1 will be a Board-wide posting.

PROGRESSION SYSTEM - The entrance level into the progression system will be Boulevard Light Mechanic 1. Boulevard Light Mechanic will progress from level 1 through level 3, depending on demonstrated skill competency. Skill sheets for each level will be approved by both parties prior to implementation.

As set forth by the Boulevard Training Committee, the progression system for a person starting as a Boulevard Light Mechanic 1 will be a two (2) year (4000 hour) program. This will include process training. A person entering the process will start as a Boulevard Light mechanic 1, minimum rate. At the completion of 1333 hours as a Boulevard Light Mechanic 1, the person can advance to Boulevard Light Mechanic 2, minimum rate. At the completion of 2666 hours as a Boulevard Light Mechanic 2, the person can advance to Boulevard Light mechanic 3, minimum rate. At completion of 4000 hours as a Boulevard Light Mechanic, the person tops out as a Boulevard Light Mechanic 3, maximum rate.

CURRENT EMPLOYEES - Current employees will be reclassified to Boulevard Light Mechanic and will be grandfathered at their current rate of pay and will progress to the maximum depending upon skill competency.

Current employees at the maximum rate of the classification will be encouraged to learn equipment operator duties.

All employees will be expected to progress to the top of the classification within normal expectations.

ATTACHMENT N

To Agreement between
BOARD OF WATER AND LIGHT, Lansing, Michigan
and
LOCAL UNION NO. 352, IBEW, AFL-CIO

EQUIPMENT MECHANIC CERTIFICATION REQUIREMENTS

Due to the changing technology of vehicle servicing and the upgrading of the work force skills, effective May 18, 1992, Management and Union hereby agree to the following changes in the Fleet Services Subprocess.

Any Journey Equipment Mechanic who has passed, or agrees to pass the Michigan Mechanic Certification in no less than the thirteen (13) categories mentioned below within two (2) years will be given a \$.24 per hour increase in wage.

Those Equipment Mechanics who do not wish to make this commitment will remain at their current rate of pay.

Any Equipment Mechanic that does not pass the requirements below within two (2) years from the effective date of this memorandum will revert back to the journeyworker rate of the classification.

Employees who enter the apprenticeship will be paid at incremental steps based on the Journey Equipment Mechanic hourly rate of 1.4% below the maximum rate for the classification.

CERTIFICATION REQUIREMENTS

1. Auto Engine Repair
2. Auto Engine Tune-up
3. Auto Front End & Steering Systems
4. Auto Brakes & Braking Systems
5. Auto-Automatic Transmission
6. Auto-Manual Transmission, Front & Rear Axle
7. Auto-Electrical Systems
8. H.D. Truck- Engine Repair-Gasoline
9. H.D. Truck- Engine Repair-Diesel
10. H.D. Truck- Drive Trains
11. H.D. Truck- Brakes & Braking Systems
12. H.D. Truck- Suspension & Steering Systems
13. H.D. Truck- Electrical Systems

ATTACHMENT O

To Agreement between
BOARD OF WATER AND LIGHT, Lansing, Michigan
and
LOCAL UNION NO. 352, IBEW, AFL-CIO

PRODUCTION FIRE FIGHTING TEAM

Effective upon ratification of this agreement, a Production department fire fighting team will be established to fight incipient stage coal fires in the production plants, mainly PRB fuel related fires in bunkers, galleys, coal piles, and crusher buildings.

SELECTION- Fire Fighter will be a posted job duty. Initially, up to 6 employees will be selected, but upon gaining experience, this number may be adjusted accordingly. This will be a production process only posting, with Coal Operators getting preference over others. The senior person who meets the listed requirements, along with completing the associated training will be selected. A 24 month commitment is required, but will not prohibit transfers within the organization.

PHYSICAL REQUIREMENTS – Must be able to meet the following requirements:

- Lift 75 pounds to shoulder height
- Drag up to 250 pounds up to 150 feet
- Remain respirator fit tested
- Wear SCBA respirator
- Operate fire hoses with a possible 250# pressure
- Climb stairs
- Walk and stand on an incline
- Wear appropriate fire resistant clothing
- Climb ladders
- Read
- Distinguish colors
- Work in temperature extremes

EDUCATIONAL REQUIREMENTS- Must pass classroom instruction, must pass Hands on Evaluation

TRAINING - Safety section, and the Union Safety Director, or designate, will establish a training program to meet the minimum requirements established by MIOSHA to fight incipient stage coal fires. This will include, but not be limited to the following:

Proper handling of fire hoses, Confined space training, SCBA training, proper use and care of PPE, PRB fire theory, fire suppression chemical use, piercing tool use, AED, CPR and first aid training, hot zone, warm zone, cold zone training, communication and protocol training, incident command training (up to first responder level), use of thermal camera, ventilation, when to call for help, how to develop attack plans, and basic fire combustion principles.

PAY - The BWL will pay a total of \$1000.00 per year to all fire fighting team members.

This will be paid in the following manner:

\$500.00 upon successful completion of initial training, and \$500.00 upon each successful completion of six month refresher training.

POLICY STATEMENTS

Article III, Recognition of the Union, Section 3 - Maintenance of Membership and Modified Union Shop, Page 3:

It is mutually agreed that any Bargaining Unit employee who is transferred or promoted to supervision (that is to supervisor and above) shall, upon personal written request, be permitted to file their Union "A" card membership with the International Office of I.B.E.W. A "B" card member so transferred or promoted, upon personal written request, will be granted a withdrawal and may qualify for an honorary withdrawal card. Either of these withdrawal requests shall be addressed to the Union Financial Secretary and Business Manager. The provisions mentioned above also apply to current members of supervision.

Any other Bargaining Unit employee transferred out of the Bargaining Unit and into a Non-Bargaining Unit position shall maintain Union membership for that calendar year, under check-off, after which they will be granted a withdrawal upon personal written request.

Article III, Recognition of the Union, Section 4 - Check-Off, Page 4:

Per Settlement: "Check-Off" for present members of Local 352, not within the Bargaining Unit as newly defined.

It is mutually understood that those present members who are not within the Bargaining Unit as covered by this Agreement, will continue under check-off as long as they do not indicate a desire to cancel or, if an "A" card member, transfers their card to the International Office of the IBEW.

Article V, Seniority, Section 1 - Definitions, Page 7:

For all Journeyworkers who graduated from a Board of Water and Light apprenticeship training program since January 1, 1973, the adjustment of their Journeyworker seniority status shall be determined by the Joint Apprenticeship and Licensing Committee under the guidelines established under Article V, Section 1 relative to crediting of process training.

Article VIII, Hours of Work and Wage Rates, Voluntary Work Reduction Program:

The Board of Water and Light Voluntary Work Reduction Program that was approved for Non-Bargaining Unit employees on May 10, 1991 will be offered to the Bargaining Unit employees effective November 1, 1993.

If the BWL determines the work reduction program needs to be changed or is no longer appropriate the Union will be notified sixty (60) days prior to the change or cancellation date.

Article VIII, Hours of Work and Wage Rates, Relief Periods, page 23:

It is understood that relief breaks will be exercised in accordance with the policy statement issued by the General Manager dated May 27, 1981. (Policy statement in Book B)

Article IX, Wage Supplements, Section 2 - Call-in Pay and Travel Time, Page 27:

Recognizing that we do not expect personnel to be sitting by a telephone, we would expect the employee to immediately call the Operating Center and/or Supervisor if the employee is going to be detained for some unforeseen reason.

Article IX, Wage Supplements, Section 8 - Meals, Page 32:

Per Settlement third paragraph:

The language of Article IX, Section 8 - Meals, will be reviewed thoroughly with all supervisors involved as to the meaning and interpretation of this Section.

Article XI, Miscellaneous, Section 13 - Work by Persons Outside the Bargaining Unit, Page 52:

Management is willing at any time to discuss situations with employees and their bargaining representatives in which they are of the opinion that other employees are performing work which rightfully belongs to the complaining employees. Every attempt will be made to resolve these problems to the satisfaction of everyone concerned consistent with the efficiency of operations.

Article XI, Miscellaneous, Section 13 - Work by Persons Outside the Bargaining Unit, Page 52:

Management will review the provisions of Article XI, Miscellaneous, Section 10 - Work by Persons Outside the Bargaining Unit, with all supervision as soon as possible after the Contract is settled and periodically thereafter as problems arise and are brought to Management's attention.

Attachment E, Board of Water and Light Apprenticeship Standards, Page 84:

Relative to the new apprenticable trades, no present employee in these trades will have their basic hourly rate reduced as the result of the provisions in Attachment E pertaining to these classifications.

Joint Pension Fund Audit Review:

"Semiannually, or more often, if necessary, the Treasurer/ Controller of the Board of Water and Light will meet with no more than three (3) members of the Union appointed by the Union's Business Manager, to discuss the status of the Board of Water and Light Pension Fund, and any matters related to the Pension Fund or the Pension Plan. In addition, annually, as reports become available, the Union Business Manager will be provided a copy of the Pension Fund Audit, the Pension Fund Actuarial Report, and a report of securities in the Fund as of July 31."

Janitorial and Housekeeping:

The janitorial and housekeeping portion of Responsibility Area 554 on the afternoon shift will be removed from the Bargaining Unit. The Bargaining Unit employees involved will be offered other jobs commensurate with their capabilities to the best of management's ability. In addition, a memorandum of understanding, dated January 7, 1982, has been signed to the effect that if management determines to change from an outside contractor to hiring its own people for this work, the local union will again assume jurisdiction.