



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, 2016

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AGREEMENT

This Agreement, entered in this 1st day of November, 2016 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 in classifications in Attachment A and A-1 or in other such similar classifications that may be added to the Bargaining Unit in the future, 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:

The parties further recognize that all other employees and any persons doing work for 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 - Union Security

Any full-time employee hired or transferred into the Bargaining Unit within ten (10) working days of the completion of the employee's six (6) months probationary period, become a member of the Local Union, and maintain membership in the Union subject to appropriate laws governing resignation from the Union. The Board will neither discourage Union membership nor coerce, restrain or otherwise interfere with employees engaged in lawful Union activity.

Section 4 - Check-Off:

A. Upon proper authorization by the employee and requested by the Union ,

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. This agreement 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 or designee 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 or designee 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. All changes, additions or removals shall be requested by the Union and communicated to the Board for processing.

D. The Board will send to the Union's Financial Secretary a payment 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 or designee 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 department.

ARTICLE IV

UNION REPRESENTATION

Section 1 - Stewards

The employees covered by this agreement shall be represented by Union Stewards and alternates assigned by Local 352 Business Manager.

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 or designee 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

Customer Account Representative Specialist

Electrician

Electronic

Equipment

Mechanic

Repairer Electric

Service Worker

Electric Substation

Inspector Instrument &

Control Specialist

Lineworker

Lubrication Specialist

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:

On or before February 1 of every year, the Board shall email all bargaining unit employees a list showing the name of each employee covered hereby and the employee's job title, in Board seniority order according to its records as of January 1, with the most senior employee being listed first. Concurrently the Board shall post on Union bulletin boards and email 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 or designee 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 or designee, 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 or designee 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 designee 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:

On or before February 1 of every year the Board shall email to employees 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. Concurrently the Board shall post on Union bulletin boards and email a copy of such list to the Unions Business Manager. If employees do not notify the Director of Human Resources in writing that the employee 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 or designee 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 or designee 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 or designee 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 or designee 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 or designee agrees that circumstances since the posting of the list have altered the relative seniority posted, the Director of Human Resources or designee 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 or designee 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 individual contracted through a staffing agency will only be permitted to work in any bargaining unit position for a

period of six (6) months total, unless extended by mutual agreement by the Business Manager and Director of Human Resources or their designee.

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 department or Plant requiring experience in a preceding job in that department or Plant, will not be posted Board-wide unless no applications are received from the particular Plant or department 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 Human Resources Department 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 department, Management reserves the right, in the interest of efficiency, to limit the number of employees that may transfer from any Plant, department, or classification to a new Plant or department. 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 Human Resources Department 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. An employee who is unable to be released for a higher paid classification that they have bid and accepted shall be compensated at the applicable rate of the higher rated job after ninety (90) calendar days.

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 for Board wide postings shall be considered on the basis of seniority, provided

minimum required job qualifications, as stated in the job posting, are met. The "seniority" referred to 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.

An employee shall be disqualified as a bidder for a posted job if that employee is at the "30 day time off" disciplinary step within the six months previous to the closing date of the posting: an employee shall be similarly disqualified as a bidder if that employee is mandated by the BWL to be in substance abuse treatment, or is under a last chance or other condition of employment or monitoring agreement as of the closing date of the posting. Employees in voluntary substance abuse treatment programs will be eligible to bid. If the job is not so filled, bidders from other departments or plants will be considered next, on the basis of "A" and "B" above. However, bidders from any Department or plant at the Board will be considered for openings in the several classifications enumerated in Attachment A, or in other such classifications as may be added to the Bargaining Unit in the future without regard to department seniority:

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 to visit that job as a trial period to decide whether to move into the new classification in accordance with the following schedule:

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

Employees will be allowed two (2) trial periods per calendar year for jobs not previously held. Return to a Previously Held Job: three (3) 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:

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 the duration of the apprenticeship and 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 department 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 an open position for which he/she is qualified without trial or training and 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; provided he/she can perform the essential functions of the new position with or without accommodation. Further, under the ADA, when an employee is transferred to an open position for which he/she is qualified as an accommodation, the employer is only obligated to pay the employee at the rate established for the new position, 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 department 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 or designee 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 designee, 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 or designee in writing 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 or designee, 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 or designee 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. When the Board deems the weather conditions unsuitable for employees to report, employees will be notified as soon as possible and will be paid their normal scheduled hours for that period. Essential employees that are required to report will have an opportunity to schedule a future day off, within six months of the date of the incident, that will not be charged to their bank of benefit time. This day off must be scheduled in advance and approved by the employee's manager. The Board will update a list of essential and non-essential classifications on March 1 of each year and notify employees of updated list.

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 Department 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., Central Maintenance and Construction (Production Maintenance, Construction Services, E.C.& M. maintenance), Water Maintenance and Power Plant Maintenance, shall be scheduled by the Department 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 departments, shall be scheduled by the Department 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 departments where they would benefit customer service or enhance equipment availability, with the agreement of department 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 Department 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 Department 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 departments 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 departments which are responsible for maintenance and/or construction, the MSMRC, Transformer Lab, Meter Lab, Electric Metering, Water Field Representative, Meter Reader 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 Electric 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 department 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. Employee pay will normally be available by normal business hours 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 Department 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 Electric Generating Stations, Steam Heat Plants, Water Production Plants and other facilities.

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 an employee 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, 2016, all employees covered by this

Agreement will receive 3.0% increase in basic wage rates. Effective November 1, 2017, all employees covered by this Agreement will receive a 3.0% increase in basic wage rates. Effective November 1, 2018, all employees covered by this Agreement will receive a 3.0% increase in basic wage rates. Effective November 1, 2019, all employees covered by this Agreement will receive a 3.0% 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 ninety (90) days after the presentation and meet with the Union to give justification of decision made.

B. The Board and the Union will agree to meet within 60 days after ratification of the CBA to determine specific classifications that require a wage equity adjustment

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 or designee 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 or designee 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 or designee 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. 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. The employee will be allowed two (2) additional scheduled consecutive working days that will be deducted from their Sick Time, and then Vacation, or Free Choice, if no Sick Time exists. It is understood in this connection that the time so taken includes attending the funeral. "Immediate family" shall mean parent, step-parent, spouse, child, step- child, or related dependent wherever they may have resided, ward of the court 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, grandparent, grandparent of current spouse, grandchild, brother, sister, parent-in-law, son-in-law, daughter-in-law, guardian, uncle, or aunt; including spouse's uncle or aunt. 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. The employee will be allowed two (2) additional scheduled consecutive working days that will be deducted from their Sick Time, and then Vacation, or Free Choice, if no Sick Time exists.

The Board will require verification of the death and/or the relationship of the employee to the deceased, 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:

If the employee completes probation on or before

April 1st

July 1st

October 1st

"Free Choice Time"

Twelve (12) hours

Eight (8) hours

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 Department 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 Department 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 Department 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 Department 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 Department 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	Effective January 1, 2017, Veteran's Day will be added as a holiday	

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 November 1, 2012 premium sharing for applicable insurance premium for hospital, medical and surgical, and prescription drug insurance plans will be approved and directed by the Board of Commissioners as prescribed by Public Act 152 of 2011. Should the Lansing Board of Water and Light Commissioners vote to increase premium sharing to 20%, the parties agree to meet to discuss the financial impacts to employees. Effective January 1, 2017 the insurance plan will include: \$250/individual and \$500/family annual deductible, \$15 office visit copay, \$20 Chiro office visit copay (24 visits per year), \$25 Urgent Care copay, and, \$200 emergency room copay. Effective January 1, 2017 the prescription drug plan copays will be \$5 for generic drugs and \$25 for brand drugs. 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 Board 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. Board employees will not be allowed to duplicate Board coverage or be eligible for Board cash in lieu of flexible benefits plan payment if covered by a Board 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 sixty percent (60%) of base salary up to a maximum of \$6,000 monthly benefit. The maximum benefit will include offsets for Social Security, Workers' Compensation and the Board employees defined benefit pension plan.

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. Effective January 1, 2017, the annual dental maximum will be \$1,500 and the lifetime orthodontic maximum will be \$2,500. The annual maximum does not apply to Diagnostic & Preventative Services. 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 Board does not honor domestic partnership agreements in regards to its health care coverage; domestic partners are not covered under the Board 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 Department Manager prompt

notice of the call to jury service or witness duty, and thereafter provides the Department 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 Department 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.
 - e. when the employee is not notified within two (2) hours of the start of their shift that they will need to work past their scheduled end time; with the exception of

employees on stand-by.

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 department or Plant. Records of overtime worked will be kept by each department. Department 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 department 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 employee 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 point 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 and fifty cents (\$1.50) 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 two dollars (\$2.00) 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 (Sick Time) 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 (Sick Time) 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 Department Manager, utilize Paid Time Off Credit (Sick Time) up to a maximum of five (5) days per family

incident 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, step-mother, step-father, step-children.

- 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 Department 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 required to call in at the appropriate time each day of absence. If such notice is not received, no sick time payment will be approved either from Paid Time Off Credit (Sick Time) or Free Choice and the absence will be coded as Unexcused/Unpaid.
- 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 Department Manager who will require after the first 3 separate occurrences used in a calendar year a physician's certificate or other pertinent evidence satisfactory to the Department Manager and to the Human Resources Department, to confirm the reason for absence from work for which a sick time claim is made. Pre-approved sick time or FMLA absences do not count as an occurrence. After employee has been given written notice to provide a physician's certificate –after 3 separate sick time occurrences and the employee fails to provide the physician's certificate the absence may be coded as Unexcused/Unpaid. A sick time affidavit must be completed by the employee at the Department on the date of an employee's return from any absence chargeable to sick time.
- 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."
- G. An "Occurrence" is defined as a separate incident of 1 hour or more of sick

time use not contiguous with a previous use of sick time. Multiple consecutive days will only count as one occurrence (not each day counted as separate occurrence).

H. Pre-Approved Sick Leave Requirements:

1. For scheduled appointments, a minimum of lead time of one week is required.
2. If an appointment is scheduled with less than one week of notice, with reasonable cause, management may consider it a pre-approved sick leave.
3. All requests for pre-approved sick time, are required to be accompanied by appropriate physician documentation before or after appointment.
4. Full days or full shifts will only be approved if the physician's paper work supports the need for the extended time off.
5. Free choice may be granted if additional time off is desired before or after pre-approved scheduled appointment time off.

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.

Once employees are required to be on standby, the scheduled stand by period shall not be cancelled by the Board. Employees who must cancel hotel reservations, plane fares, etc., due to subsequently scheduled required standby, will be reimbursed by the Board with proper documentation.

While on standby, all applicable Board 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 Department 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 Board. 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 1, 2017 and each January 1 thereafter, Board employees who work in a job classification that has been identified as possibly encountering hazards warranting foot/ankle protection during the performance of their job duties will be credited with a \$100.00 safety boot allowance. Employees will be allowed to bank the \$100.00 to a maximum of \$500.00 for the purchase of approved safety boots. At the end of the calendar year any unused allowance amount will carry over to the next calendar year, not to exceed the maximum. Employees may use their full current balance at any time for the purchase of approved safety work boots. Approved safety footwear shall comply with both the BWL Safety Manual rules and ASTM F2413-5 (or latest revision) standard. Electrical hazard (EH) rating is required for safety footwear. Safety footwear specifically required for Lineworkers and Cable Splicers in particular, will be provided at no cost to qualifying employees. Lineworkers and Cable Splicers will be provided one pair of boots specific to their particular trade, not to exceed \$500, in the period of January 1 through January 31, 2017, and every two years thereafter. Employees cannot use their allowances and/or will not be reimbursed for purchases of non-approved safety footwear or accessories. The BWL will not pay for the replacement of lost or intentionally damaged safety footwear. Department managers shall be responsible for the authorization and replacement of safety footwear outside the corporate safety shoe allowance program.

Section 23 - Vacation, with Pay:

A - Eligibility, and Allowances:

Effective January 1, 2017, upon hire, an employee shall be credited with prorated days of Vacation up to 10 days as defined below:

January and February – 10 days

March- 9 days

April – 8 days

May – 7 days

June – 6 days

July – 5 days

August -4 days

September and October-3 days

November -2 days

December – 1 day

On January 1st following date of hire, an employee shall be credited with ten (10) working days of Vacation, with pay.

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 Department 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 Department 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 Department 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 is contingent upon prompt notice and proof of hospitalization submitted to the employee's Department 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 Department 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 Department 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 (457 plan)

Effective calendar year beginning January 1, 2017 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. The Board will match employee contributions at one dollar for every one dollar up to one thousand five hundred dollars (\$1,500) in a calendar year.

ARTICLE X

LEAVE OF ABSENCE

Section 1 - Military Service Leave:

Qualifying employees shall be granted leave and attendant benefits for service in the United States Armed Forces as provided under applicable state and federal statutes. 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. Notification of leave shall be made to the Director of Human Resources or designee.

Section 2 - Personal Business Leave:

An employee shall have the right to make application in writing to the employee's department 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 designee.

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

Section 3 - 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 or designee.

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 or designee 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 4 - 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 or designee 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 or designee, 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 5 - 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 or designee, shall be subject to termination, 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 or designee in writing, 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 or designee, 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 6 - 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 or designee currently advised of the correct mailing address and of the employee's telephone number, if any.

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

The Board 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, disability status, or sexual orientation.

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 Department Manager concerned before being posted.

Section 4 - Drug & Alcohol Policy:

The Board's Policy on Pre-Employment and Fitness for Duty Screening, revised 12-17-2008, 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, oral or written, between any of the parties hereto or between any of them and any employee(s) covered hereby, with the exception of the Memorandums of Understanding (MOUs) expressly agreed upon by Union leadership and Board management that have been memorialized in the Union/Management MOU file.

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 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 Board will pay all costs related to this 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 and maintaining 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 Department.

Departments 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 Department, or more often if mutually agreed to. The necessary meetings of these Plant or Department 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 or designee 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.

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's Director of Human Resources or designee. 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 Board 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 departmental assessments. This committee will monitor department training program development, timelines, and certify results. This committee will act in advisory capacity to departments and department training committees.

Department 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. Prior to hiring contractors, management will attempt to discuss with the appropriate Union Steward the assignment of work that may be given to outside resources for all work, including critical and time sensitive 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 bargaining unit employee is not available or before a bargaining unit employee could be made available.

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.

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 bargaining unit employees or otherwise to provide a sensible means of covering absences of bargaining unit employees in the interest of continuity and efficiency of operations, but is not to be used indiscriminately to

deprive bargaining 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 Department 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 Division to which the employee is assigned or to the Director's designee. 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 Division Director or the Director's designee 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 or designee.

A meeting shall be arranged between the Director of Human Resources or designee and the Union's Business Manager for consideration of the grievance not later than five (5) days after the Director of Human Resources or designee 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 designee 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 or designee 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 or designee 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 or designee, and the Division Director or designee, 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 or designee 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 in accordance with the American Arbitration Associations' "Labor Arbitration Rules" and the request for the Arbitrator's services forwarded to the Detroit Regional Office of the American Arbitration Association.

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 the Board 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, 2020, 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 31st day of October, 2016.

I.B.E.W., AFLO-CIO
FOR LOCAL UNION 352
/s/Ronald J. Byrnes
Its Business Manager

FOR BOARD OF WATER & LIGHT
THE CITY OF LANSING, MICHIGAN
/s/David Price
Its Chair

/s/M. Denise Griffin
Its Secretary

Approved:
INTERNATIONAL OFFICE
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

/s/Lonnie Stephenson
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 Department 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 Department Progression System
Attachment H	Purchasing and Warehousing Department 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 Department Progression System
Attachment M	Boulevard Progression System
Attachment N	Equipment Mechanic Certification Requirements
Attachment O	Production Fire Fighting Team

ATTACHMENTS

Attachment P	Administrative Assistant Progression System
Attachment Q	Accounting Clerk Progression
Attachment R	Ash Handling Coordinator Progression System
Attachment S	Cross Connection Control Technician Progression System
Attachment T	Communications Technician Progression System
Attachment U	Engineering Technician Progression System
Attachment V	Environmental Technician Progression System
Attachment W	Laboratory Technician Progression System
Attachment X	Publications and Design Specialist Progression System
Attachment Y	Production Engineering Technician Progression System
Attachment Z	Records Management Technician Progression System
Attachment AA	Utility Designer Progression System
Attachment BB	Utility Services Specialist Progression System
Attachment CC	Desktop Support Technician Progression System
Attachment DD	Operations Technician Progression System

ATTACHMENTS

Attachment EE System Protection Technician Progression System

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 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 Electric Generating Stations, Steam Heat Plants, Water Production Plants and other facilities 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, 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 Postings which will be ratified by both Union and the Board. 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

	CLASSIFICATION	1-Nov-16				1-Nov-17				Min	1-Nov-18				1-Nov-19			
		Min	C	Max	C	Min	C	Max	C		C	Max	C	Min	C	Max	C	
AA-1	Administrative Assistant 1			17.64	a p			18.17	ap			18.72	ap			19.28	a p	
AA-2	Administrative Assistant 2			18.67	p			19.23	p			19.81	p			20.40	p	
AA-3	Administrative Assistant 3			19.71	p			20.30	p			20.91	p			21.54	p	
AA-4	Administrative Assistant 4			20.75	p			21.37	p			22.01	p			22.67	p	
AC-1	Accounting Clerk 1			18.59	a q			19.15	Aq			19.72	a q			20.31	a q	
AC-2	Accounting Clerk 2			19.68	q			20.27	q			20.88	q			21.51	q	
AC-3	Accounting Clerk 3			20.78	q			21.40	q			22.04	q			22.70	q	
AC-4	Accounting Clerk 4			21.87	q			22.53	q			23.21	q			23.91	q	
AHC-1	Ash Handling Coordinator 1			30.77	a r			31.69	a r			32.64	a r			33.62	a r	
AHC-2	Ash Handling Coordinator 2			32.58	r			33.56	r			34.57	r			35.61	r	
AHC-3	Ash Handling Coordinator 3			34.38	r			35.41	r			36.47	r			37.56	r	
AHC-4	Ash Handling Coordinator 4			36.19	r			37.28	r			38.40	r			39.55	r	
BMML	Building Maintenance Mechanic Leader			31.20				32.14				33.10				34.09		
BLM-1	Boulevard Light Mechanic 1	25.64		27.69	m	26.41		28.52	m	27.20		29.38	m	28.02		30.26	m	
BLM-2	Boulevard Light Mechanic 2	27.69		30.50	m	28.52		31.42	m	29.38		32.36	m	30.26		33.33	m	
BLM-3	Boulevard Light Mechanic 3	30.50		33.59	m	31.42		34.60	m	32.36		35.64	m	33.33		36.71	m	
BLML	Boulevard Light Mechanic Leader			35.94				37.02				38.13				39.27		
BMEC	Building Maintenance Mechanic	27.62		30.20		28.45		31.11		29.30		32.04		30.18		33.00		
BPCT	Bulk Power Controller-Trainee	22.91	d			23.60	d			24.31			d	25.04	d			
BPCA	Bulk Power Controller Associate	36.50		37.74	d	37.60		38.87	d	38.73		40.04	d	39.89		41.24	d	
BPC	Bulk Power Controller	38.93		40.15	d	40.10		41.35	d	41.30		42.59	d	42.54		43.87	d	
BPCS	Bulk Power Controller Senior	41.39		42.60	d	42.63		43.88	d	43.91		45.20	d	45.23		46.56	d	
BPCL	Bulk Power Controller Lead			46.03	d			47.41	d			48.83	d			50.29	d	
CCT-1	Cross Connections Technician			23.91	a s			24.63	a s			25.37	a s			26.13	a s	
CCT-2	Cross Connections Technician 2			25.31	s			26.07	s			26.85	s			27.66	s	

	CLASSIFICATION	1-Nov-16				1-Nov-17				1-Nov-18				1-Nov-19			
		Min	C	Max	C	Min	C	Max	C	M	C	Max	C	Min	C	Max	C
CCT-3	Cross Connections Technician 3			26.72	s			27.52	s			28.35	s			29.20	s
CCT-4	Cross Connections Technician 4			28.12	s			28.96	s			29.83	s			30.72	s
CK	Collections Clerk	20.78		21.87		21.40		22.53		22.04		23.21		22.70		23.91	
CT-1	Communications Technician 1			29.89	at			30.79	at			31.71	at			32.66	at
CT-2	Communications Technician 2			31.29	t			32.23	t			33.20	t			34.20	t
CT-3	Communications Technician 3			32.70	t			33.68	t			34.69	t			35.73	t
CT-4	Communications Technician 4			33.75	t			34.76	t			35.80	t			36.87	t
CT-5	Communications Technician 5			35.16	t			36.21	t			37.30	t			38.42	t
CS	Cable Splicer			38.45				39.60				40.79				42.01	
CSL	Cable Splicer Leader			42.49				43.76				45.07				46.42	
CCL	Coal Cleaner Leader			21.89				22.55				23.23				23.93	
COAI	Coal Operator A-I	26.14		28.22		26.92		29.07		27.73		29.94		28.56		30.84	
COA2	Coal Operator A-II			30.17				31.08				32.01				32.97	
COA3	Coal Operator A-III			32.29				33.26				34.26				35.29	
COA	Coal Operator A			34.40				35.43				36.49				37.58	
COL	Coal Operator Leader			36.81				37.91				39.05				40.22	
CM	Construction Mechanic	32.14		34.64	e	33.10		35.68	e	34.09		36.75	e	35.11		37.85	e
CMA	Construction Mechanic Assistant	23.67		31.50	a	24.38		32.45	a	25.11		33.42	a	25.86		34.42	a
CML	Construction Mechanic Leader			37.06				38.17				39.32				40.50	
CARS	Customer Account Representative Specialist	34.69		35.34		35.73		36.40		36.80		37.49	j	37.90		38.61	j
CAS	Customer Account Specialist	30.17		31.97	l	31.08		32.93	l	32.01		33.92	l	32.97		34.94	l
CBR	Customer Billing Representative	23.56		29.87		24.27		30.77		25.00		31.69		25.75		32.64	
CBR-1	Customer Billing Representative 1	23.56		24.82	l	24.27		25.56	l	25.00		26.33	l	25.75		27.12	l
CBR-2	Customer Billing Representative 2			27.35	l			28.17	l			29.02	l			29.89	l
CBR-3	Customer Billing Representative 3			29.87	l			30.77	l			31.69	l			32.64	l

	CLASSIFICATION	1-Nov-16				1-Nov-17				1-Nov-18				1-Nov-19			
		Min	C	Max	C	Min	C	Max	C	Min	C	Max	C	Min	C	Max	C
CSR-1	Customer Service Representative 1	23.56		24.82	1	24.27		25.56	1	25.00		26.33	1	25.7		27.12	1
CSR-2	Customer Service Representative 2			27.35	1	0.00		28.17	1	0.00		29.02	1	0.0		29.89	1
CSR-3	Customer Service Representative 3			29.87	1	0.00		30.77	1	0.00		31.69	1	0.0		32.64	1
CSS	Customer Service Specialist	30.17		31.97	1	31.08		32.93	1	32.01		33.92	1	32.9		34.94	1
DET	Distribution Equipment Tester	31.06		32.57		31.99		33.55		32.95		34.56		33.9		35.60	
DST-1	Desktop Support Technician 1			25.52	a cc			26.29	a cc			27.08	a cc			27.89	a cc
DST-2	Desktop Support Technician 2			26.73	cc			27.53	cc			28.36	cc			29.21	cc
DST-3	Desktop Support Technician 3			27.92	cc			28.76	cc			29.62	cc			30.51	cc
DST-4	Desktop Support Technician 4			28.83	cc			29.69	cc			30.58	cc			31.50	cc
DST-5	Desktop Support Technician 5			30.02	cc			30.92	cc			31.85	cc			32.81	cc
DSC	Delivery Services Clerk			23.07				23.76				24.47				25.20	
ECS	Electric Control Specialist			37.55				38.68				39.84				41.04	
EMSL	Electric Meter Specialist Leader			40.26				41.47				42.71				43.99	
EMLS	Electric Meter Lab Specialist			37.63				38.76				39.92				41.12	
ENT-1	Engineering Technician 1			28.86	a u			29.73	a u			30.62	au			31.54	a u
ENT-2	Engineering Technician 2			30.22	u			31.13	u			32.06	u			33.02	u
ENT-3	Engineering Technician 3			31.58	u			32.53	u			33.51	u			34.52	u
ENT-4	Engineering Technician 4			32.60	u			33.58	u			34.59	u			35.63	u
ENT-5	Engineering Technician 5			33.96	u			34.98	u			36.03	u			37.11	u
ESI	Electric Substation Inspector			39.71				40.90				42.13				43.39	
ESIR	Electric Substation Inspector Relief			39.71				40.90				42.13				43.39	
ELC	Electrician			36.38	e			37.47	e			38.59	e			39.75	e
ELCL	Electrician Leader			38.92				40.09				41.29				42.53	
ESW	Electric Service Worker			39.71				40.90				42.13				43.39	
ESWR	Electric Service Worker Relief			39.71				40.90				42.13				43.39	
EM	Equipment Mechanic	31.81		34.61	en	32.76		35.65	en	33.74		36.72	en	34.7 5		37.82	en
EMH	Equipment Mechanic Helper	28.44		31.24		29.29		32.18		30.17		33.15		31.0 8		34.15	

	CLASSIFICATION	1-Nov-16				1-Nov-17				1-Nov-18				1-Nov-19			
		Min	C	Max	C	Min	C	Max	C	Min	C	Max	C	Min	C	Max	C
EML	Equipment Mechanic Leader			37.03				38.14				39.28				40.46	
EO	Equipment Operator	31.32		32.22		32.26		33.19		33.23		34.19		34.23		35.22	
EOA	Equipment Operator A	32.60		34.24	g	33.58		35.27	g	34.59		36.33	g	35.63		37.42	g
EOB	Equipment Operator B	31.32		32.96	g	32.26		33.95	g	33.23		34.97	g	34.23		36.02	g
ET-1	Environmental Technician 1			27.55	av			28.38	av			29.23	av			30.11	av
ET-2	Environmental Technician 2			28.84	v			29.71	v			30.60	v			31.52	v
ET-3	Environmental Technician 3			30.14	v			31.04	v			31.97	v			32.93	v
ET-4	Environmental Technician 4			31.12	v			32.05	v			33.01	v			34.00	v
ET-5	Environmental Technician 5			32.41	v			33.38	v			34.38	v			35.41	v
FSLCA	Field Services Leader – Customer Accounts			38.87				40.04				41.24				42.48	
FSLMR	Field Services Leader – Meter Reading			35.43				36.49				37.58				38.71	
FSR-E	Field Service Representative - Electric	24.14		29.04		24.86		29.91		25.61		30.81		26.38		31.73	
FSR-W	Field Service Representative - Water	24.14		29.04		24.86		29.91		25.61		30.81		26.38		31.73	
FSS1	Field Service Support 1	23.56		24.82	l	24.27		25.56	l	25.00		26.33	l	25.75		27.12	l
FSS2	Field Service Support2			27.35	l			28.17	l			29.02	l			29.89	l
FSS3	Field Service Support 3			29.87	l			30.77	l			31.69	l			32.64	l
FSSS	Field Services Support Specialist			31.97				32.93				33.92				34.94	
GPCO	Gas Plant Chiller Operator	37.64		38.41		38.77		39.56		39.93		40.75		41.13		41.97	
HVACF	HVAC Field Technician	33.53		35.29		34.54		36.35		35.58		37.44		36.65		38.56	
ICS	Instrument & Control Specialist			37.12	eh			38.23	eh			39.38	eh			40.56	eh
LAB	Laborer	23.67		25.25	a	24.38		26.01	a	25.11		26.79	a	25.86		27.59	a
L	Lineworker			39.42	e			40.60	e			41.82	e			43.07	e
LL	Lineworker Leader			42.49				43.76				45.07				46.42	
LT-1	Lab Technician 1			24.73	aw			25.47	aw			26.23	aw			27.02	aw
LT-2	Lab Technician 2			25.89	w			26.67	w			27.47	w			28.29	w
LT-3	Lab Technician 3			27.06	w			27.87	w			28.71	w			29.57	w

	CLASSIFICATION	1-Nov-16				1-Nov-17				1-Nov-18				1-Nov-19			
		Min	C	Max	C	Min	C	Max	C	Min	C	Max	C	Min	C	Max	C
LT-4	Lab Technician 4			27.93	w			28.77	w			29.63	w			30.52	w
LT-5	Lab Technician 5			29.09	w			29.96	w			30.86	w			31.79	w
MLS	Machinery Lubrication Specialist			33.07	e			34.06	e			35.08	e			36.13	e
MM	Maintenance Mechanic	34.05		35.04	e	35.07		36.09	e	36.12		37.17	e	37.20		38.29	e
MML	Maintenance Mechanic Leader			38.82				39.98				41.18				42.42	
MMM	Maintenance Mechanic Machinist	34.05		35.04		35.07		36.09		36.12		37.17		37.20		38.29	
MMLW	Maintenance Mechanic Leader & Well Driller			37.49				38.61				39.77				40.96	
MMQWL	Maintenance Mechanic Qualified Welder Leader			40.06				41.26				42.50				43.78	
MMQW	Maintenance Mechanic Qualified Welder			35.81	e			36.88	e			37.99	e			39.13	e
MQWA	Maintenance Mechanic Qualified Welder-Aluminum			36.28				37.37				38.49				39.64	
MWA	Mechanic Welder Aluminum	32.68		34.56		33.66		35.60		34.67		36.67		35.71		37.77	
MCS	Material Control Specialist	29.68		30.18		30.19		30.70		30.76		31.28		31.45		31.99	
MCS	Material Control Specialist	28.31		30.18	k	28.79		30.70	k	29.33		31.28	k	29.99		31.99	k
MECA	Mechanic A	32.77		34.09	g	33.75		35.11	g	34.76		36.16	g	35.80		37.24	g
MECB	Mechanic B	31.32		32.77	g	32.26		33.75	g	33.23		34.76	g	34.23		35.80	g
MW	Mechanic Welder	32.22		34.09	e	33.19		35.11	e	34.19		36.16	e	35.22		37.24	e
MWL	Mechanic Welder Leader			36.48				37.57				38.70				39.86	
MR	Meter Reader	27.17		31.08	a	27.99		32.01	a	28.83		32.97	a	29.69		33.96	a
MRS	Meter Reader Specialist	31.68		32.22		32.63		33.19		33.61		34.19		34.62		35.22	
MRSS	Meter Reader System Specialist			29.86	l			30.76	l			31.68	l			32.63	l
P	Painter	30.74		33.08	e	31.66		34.07	e	32.61		35.09	e	33.59		36.14	e
PC	Parts Controller - CMC	31.08		32.22		32.01		33.19		32.97		34.19		33.96		35.22	
PCED	Parts Controller – Electric Distribution	32.60		34.24	g	33.58		35.27	g	34.59		36.33	g	35.63		37.42	g
PCWD	Parts Controller – Water Distribution	32.60		34.24	g	33.58		35.27	g	34.59		36.33	g	35.63		37.42	g

	CLASSIFICATION	1-Nov-16				1-Nov-17				1-Nov-18				1-Nov-19			
		Min	C	Max	C	Min	C	Max	C	Min	C	Max	C	Min	C	Max	C
OA	Power Plant Operator A	36.01		37.64	b	37.09		38.77	b	38.20		39.93	b	39.35		41.13	b
OB	Power Plant Operator B	32.06		34.72	b	33.02		35.76	b	34.01		36.83	b	35.03		37.93	b
OBEK	Power Plant Operator B - Eckert	32.06		35.00		33.02		36.05		34.01		37.13		35.03		38.24	
OBWT	Power Plant Operator B-Water Treatment	32.06		34.72	b	33.02		35.76	b	34.01		36.83	b	35.03		37.93	b
OC	Power Plant Operator C	32.22		33.03	b	33.19		34.02	b	34.19		35.04	b	35.22		36.09	b
OD	Power Plant Operator D	28.81		32.22	a b	29.67		33.19	a b	30.56		34.19	a b	31.48		35.22	a b
SOA	Power Plant Senior Operator A	37.64		38.41	b	38.77		39.56	b	39.93		40.75	b	41.13		41.97	b
OPT-1	Operations Technician 1			25.06	a dd			25.81	a dd			26.58	a dd			27.38	a dd
OPT-2	Operations Technician 2			26.23	dd			27.02	dd			27.83	dd			28.66	dd
OPT-3	Operations Technician 3			27.42	dd			28.24	dd			29.09	dd			29.96	dd
OPT-4	Operations Technician 4			28.30	dd			29.15	dd			30.02	dd			30.92	dd
OPT-5	Operations Technician 5			29.48	dd			30.36	dd			31.27	dd			32.21	dd
PDS-1	Publications & Design Specialist 1			19.29	a x			19.87	a x			20.47	a x			21.08	a x
PDS-2	Publications & Design Specialist 2			20.44	x			21.05	x			21.68	x			22.33	x
PDS-3	Publications & Design Specialist 3			21.57	x			22.22	x			22.89	x			23.58	x
PDS-4	Publications & Design Specialist 4			22.70	x			23.38	x			24.08	x			24.80	x
PET-1	Production Engineering Technician 1			30.46	a y			31.37	a y			32.31	a y			33.28	a y
PET-2	Production Engineering Technician 2			31.89	y			32.85	y			33.84	y			34.86	y
PET-3	Production Engineering Technician 3			33.32	y			34.32	y			35.35	y			36.41	y
PET-4	Production Engineering Technician 4			34.39	y			35.42	y			36.48	y			37.57	y
PET-5	Production Engineering Technician 5			35.82	y			36.89	y			38.00	y			39.14	y

	CLASSIFICATION	1-Nov-16				1-Nov-17				1-Nov-18				1-Nov-19			
		Min	C	Max	C	Min	C	Max	C	Min	C	Max	C	Min	C	Max	C
PMI	Precision Mechanical Inspector			37.11	e			38.22	e			39.37	e			40.55	e
PMS	Primary Meter Specialist			37.12	e			38.23	e			39.38	e			40.56	e
PPH	Production Plant Helper	27.97		30.41		28.81		31.32		29.67		32.26		30.56		33.23	
QWF	Qualified Welder Fitter			32.51				33.06				33.69				34.45	
RMT-1	Records Management Technician 1			23.83	a z			24.54	a z			25.28	a z			26.04	a z
RMT-2	Records Management Technician 2			24.96	z			25.71	z			26.48	z			27.27	z
RMT-3	Records Management Technician 3			26.08	z			26.86	z			27.67	z			28.50	z
RMT-4	Records Management Technician 4			26.92	z			27.73	z			28.56	z			29.42	z
RMT-5	Records Management Technician 5			28.05	z			28.89	z			29.76	z			30.65	z
RPR-1	Remittance Processing Representative 1	23.56		24.82	l	24.27		25.56	l	25.00		26.33	l	25.75		27.12	l
RPR-2	Remittance Processing Representative 2			27.35	l			28.17	l			29.02	l			29.89	l
RPR-3	Remittance Processing Representative 3			29.87	l			30.77	l			31.69	l			32.64	l
RPS	Remittance Processing Specialist	30.17		31.97	l	31.08		32.93	l	32.01		33.92	l	32.97		34.94	l
SMS	Secondary Meter Specialist			34.17	e			35.20	e			36.26	e			37.35	e
SSMS	Senior Secondary Meter Specialist			35.37				36.43				37.52	e			38.65	e
SM-1	Steam Mechanic 1	21.09		25.45		21.72		26.21		22.37		27.00		23.04		27.81	
SM-2	Steam Mechanic 2	25.87		31.01		26.65		31.94		27.45		32.90		28.27		33.89	
SM-3	Steam Mechanic 3	31.70		32.65		32.65		33.63		33.63		34.64		34.64		35.68	
SM-4	Steam Mechanic 4	33.10		34.12		34.09		35.14		35.11		36.19		36.16		37.28	
SMCW	Steam Mechanic Certified Welder	33.10		34.40	e	34.09		35.43	e	35.11		36.49	e	36.16		37.58	e

	CLASSIFICATION	1-Nov-16				1-Nov-17				1-Nov-18				1-Nov-19			
		Min	C	Max	C	Min	C	Max	C	M	C	Max	C	Min	C	Max	C
SPT-1	System Protection Technician 1			33.59				34.60				35.64				36.71	
SPT-2	System Protection Technician 2			35.16				36.21				37.30				38.42	
SPT-3	System Protection Technician 3			36.75				37.85				38.99				40.16	
SPT-4	System Protection Technician 4			37.93				39.07				40.24				41.45	
SPT-5	System Protection Technician 5			39.51				40.70				41.92				43.18	
SDSP	Stock Distribution Specialist (Pre 3/91)	28.95		32.38		29.82		33.35		30.71		34.35		31.63		35.38	
SDS1	Stock Distribution Specialist 1	17.56		20.00	k	18.09		20.60	k	18.63		21.22	k	19.19		21.86	k
SDS2	Stock Distribution Specialist 2	20.00		22.18	k	20.60		22.85	k	21.22		23.54	k	21.86		24.25	k
SDS3	Stock Distribution Specialist 3	22.18		26.52	k	22.85		27.32	k	23.54		28.14	k	24.25		28.98	k
SDS4	Stock Distribution Specialist 4	26.52		30.88	k	27.32		31.81	k	28.14		32.76	k	28.98		33.74	k
T	Utility Line Clearance Trimmer			26.06				26.84				27.65				28.48	
TL	Utility Line Clearance Trimmer Leader			27.88				28.72				29.58				30.47	
THO	Tractor Hauler Operator	31.49		32.63		32.43		33.61		33.40		34.62		34.40		35.66	
TRS	Transformer Repair Specialist			36.38				37.47				38.59				39.75	
TSMS	Traffic Signal Maintenance Specialist	35.81		37.92	e	36.88		39.06	e	37.99		40.23	e	39.13		41.44	e
TT	Technical Trainer			38.86				40.03				41.23				42.47	
UD-1	Utility Designer 1			31.42	a aa			32.36	a aa			33.33	a aa			34.33	a aa
UD-2	Utility Designer 2			32.90	aa			33.89	aa			34.91	aa			35.96	aa
UD-3	Utility Designer 3			34.38	aa			35.41	aa			36.47	aa			37.56	aa
UD-4	Utility Designer 4			35.48	aa			36.54	aa			37.64	aa			38.77	aa
UD-5	Utility Designer 5			36.97	aa			38.08	aa			39.22	aa			40.40	aa
USS-1	Utility Service Specialist 1			24.82	a bb			25.56	a bb			26.33	a bb			27.12	a bb
USS-2	Utility Service Specialist 2			27.35	bb			28.17	bb			29.02	bb			29.89	bb

	CLASSIFICATION	1-Nov-16				1-Nov-17				1-Nov-18				1-Nov-19			
		Min	C	Max	C	Min	C	Max	C	Min	C	Max	C	Min	C	Max	C
USS-3	Utility Service Specialist 3			29.87	bb			30.77	bb			31.69	bb			32.64	bb
USS-4	Utility Service Specialist 4	31.97		33.70	bb	32.93		34.71	bb	33.92		35.75	bb	34.94		36.82	bb
UUL	Underground Utility Locator			23.58				24.29				25.02				25.77	
VBS	Vibration & Balance Specialist			36.35				37.44				38.56				39.72	
WDL	Water Distribution Leader	36.16		37.17		37.24		38.29		38.36		39.44		39.51		40.62	
WFI-A	Water Field Inspector A	33.24		34.92		34.24		35.97		35.27		37.05		36.33		38.16	
WFI-B	Water Field Inspector B	33.00		33.61		33.99		34.62		35.01		35.66		36.06		36.73	
WFR	Water Field Representative	31.50		34.35	g	32.45		35.38	g	33.42		36.44	g	34.42		37.53	g
WFRR	Water Field Representative Relief	31.32		34.35	o	32.26		35.38	o	33.23		36.44	o	34.23		37.53	o
WPH	Water Production Helper	28.18		30.68	c	29.03		31.60	c	29.90		32.55	c	30.80		33.53	c
WPMM	Water Production Maintenance Mechanic	34.05		35.04	ce	35.07		36.09	ce	36.12		37.17	ce	37.20		38.29	ce
WPMML	Water Production MM Leader			37.49				38.61				39.77				40.96	
WMMD	Water Production Maintenance Mechanic & Well Driller	35.04		35.81	ce	36.09		36.88	ce	37.17		37.99	ce	38.29		39.13	ce
WSAO	Water Station A Operator	34.72		36.35	c	35.76		37.44	c	36.83		38.56	c	37.93		39.72	c
WSBO	Water Station B Operator	32.06		34.72	c	33.02		35.76	c	34.01		36.83	c	35.03		37.93	c
WF	Welder Fitter			34.45	e			35.48	e			36.54	e			37.64	e

- a) Indicates entrance level classification through
- b) through g) See Attachment for progression
- h) See attachment for training program
- i) See attachment for progression
- j) See attachment for training program
- k) Rates apply to employees entering Sub-Process after 3/5/91
- l) through m) See attachment for progression
- o) \$.50 above employee's current classification with maximum of WFR
- p) through ee) See attachment for progression

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 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 Electric Generating Stations, Steam Heat Plants, Water Production Plants and other facilities, 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, 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 department 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-16				1-Nov-17				1-Nov-18				1-Nov-19			
		Min	C	Max	C	Min	C	Max	C	Min	C	Max	C	Min	C	Max	C
BMEC	Building Maintenance Mechanic	24.93		27.36	c	25.68		28.18	c	26.45		29.03	c	27.24		29.90	c
COA1	Coal Operator A-1	25.22		27.28	e	25.98		28.10	e	26.76		28.94	e	27.56		29.81	e
CC	Coal Cleaner	17.58		20.45	ae	18.11		21.06	ae	18.65		21.69	ae	19.21		22.34	ae
CMA	Construction Mechanic Assistant	21.09		28.61	ac	21.72		29.47	ac	22.37		30.35	ac	23.04		31.26	ac
DET	Distribution Equipment Tester	28.18		29.59	c	29.03		30.48	c	29.90		31.39	c	30.80		32.33	c
EMH	Equipment Mechanic Helper	25.73		28.39	c	26.50		29.24	c	27.30		30.12	c	28.12		31.02	c
EOB	Equipment Operator B	26.38		31.85	be	27.17		32.81	be	27.99		33.79	be	28.83		34.80	be
LAB	Laborer (1/85)	21.09		22.58	c	21.72		23.26	c	22.37		23.96	c	23.04		24.68	c
LAB	Laborer (7/00)	17.58		21.73	ae	18.11		22.38	ae	18.65		23.05	ae	19.21		23.74	ae
MECB	Mechanic B	26.38		31.68	be	27.17		32.63	be	27.99		33.61	be	28.83		34.62	be
MR	Meter Reader (1/85)	24.46		28.18	c	25.19		29.03	c	25.95		29.90	c	26.73		30.80	c
MR	Meter Reader (7/00)	23.30		23.51	ae	24.00		24.22	ae	24.72		24.95	ae	25.46		25.70	ae
OC	Power Plant Operator C	29.29		32.06	c	30.17		33.02	c	31.08		34.01	c	32.01		35.03	c
OD	Power Plant Operator D	26.02		29.29	c	26.80		30.17	c	27.60		31.08	c	28.43		32.01	c
PPH	Production Plant Helper (1/85)	25.27		27.59	c	26.03		28.42	c	26.81		29.27	c	27.61		30.15	c
PPH	Production Plant Helper (7/00)	24.42		25.43	e	25.15		26.19	e	25.90		26.98	e	26.68		27.79	e
WPH	Water Production Helper (1/85)	25.47		27.84	c	26.23		28.68	c	27.02		29.54	c	27.83		30.43	c
WPH	Water Production Helper (7/00)	20.94		25.51	e	21.57		26.28	e	22.22		27.07	e	22.89		27.88	e

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 DEPARTMENT OPERATOR PROGRESSION SYSTEM

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

Job postings will be distributed to all Departments 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.

Group 1 Power Plant - Operator D Eckert Station
Group 2 Power Plant - Operator C Eckert Station Erickson Station
Group 3 Power Plant - Operator B Eckert Station Erickson Station Operator B - Water Treatment Eckert Station only
Group 4 Power Plant - Operator A Eckert Station Erickson Station
Group 5 Power Plant - Senior Operator A Eckert Station only GPCO Technical Trainer

The above chart shows the order of progression in the Electric/Steam Production Department.
Normal progression will be:

PLANTS

Erickson	Eckert		REO
Operator C	OD	OD	GPCO
Operator B	OC	OC	
Operator A	OBWT	OB	
	-	OA	
	-	SOA	

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. Employees entering the Eckert station progression system after July 1, 2014 will be required to progress to the next higher classification when an opening occurs.

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 Gas Plant Chiller Operator will come from the Operator ranks in the Electric Production Department 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 department training policies and assessment standards set forth by the Department 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 Department Technical Training Committee and Management. Additional training time will be allotted if warranted.

TRAINING TIMES

Group No.	Classification	Typical Training Time	Maximum Training Time Allowed
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 – Waste Water Treatment	70 days	130 days
4	Operator A*	110 days	130 days
	Senior Operator A	25 days	65 days
5	GPCO	160 days	
6	Peffley Chiller Operator	40 days	

Note: These times are followed when an employee has never worked or received training in the stated classification. If more training is needed, union and management will meet to discuss the need for more training time.

*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.)

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

Group No.	Classification	Back-Up Period
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 - Waste Water Treatment	20 days
4	Operator A	20 days
5	GPCO	20 days
	Peffley Chiller Operator	5 days
	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. GPCO will receive maximum pay after successful completion of both 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 departments 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 Department 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 Department 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 occur

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.

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

SELECTION - The "Qualified" WPH with the prescribed training and Board seniority will be given preference in filling the WSAO position.

WATER STATION A OPERATOR (WSAO) - The Water Station A Operator will operate the Dye Water Conditioning Plant, Filter Press, Wise Rd. Conditioning Plant, and all Remote Facilities/ Equipment. .

SELECTION – Upon selection into the WSAO position the employee is required to obtain an "F4" operating license from the Department of Environmental Quality, (DEQ), within 2 years of signing into the WSAO position. Training opportunities to take MDEQ, AWWA, and MRWA or any other applicable classes will be made available to the employee upon their request during the two year period until the F4 license is obtained or the two year time period has expired.

PAY SCHEDULE - The employee will be paid at the minimum of the WSAO classification when selected for the WSAO position 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.

TRAINING TIMES

	Classification		Typical Training Time	Maximum Training Time Allowed
	WSAO	Dye Water	360 hours	440 hours
			After Qualifying 80 hours Back Up	
	WSAO	Wise Rd.	160 hours	200 hours
			After Qualifying 80 hours of Back Up	
	WSAO	Filter Press	80 hours	120 hours
			After Qualifying 40 hours of Back Up	
	WPH		120 hours	160 hours

Backup will be defined as: the trainee working with a designated qualified operator on the job assignment they are training for. (Dye Operations, Filter Press, and Wise Operations).

Note: These times are followed when an employee has never worked or received training in the described classification. If more training time is needed union and management will meet to discuss the need for more training time. Operations staff will complete 160 hours of on shift alone skills reinforcement time before being trained in another area.

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 Board-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 department 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 Department.

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 minimum 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 and they will be paid by the Board, but may be taken anytime by employees on their own time. The assessment will measure the employee's general aptitude for skilled

trades work, through use of 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 Board according to the following schedule:

1st time in course = the Board pays 100%

2nd time in course = the Board 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 to exceed 1,000 process hours pertaining to the specific apprenticeship. 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 Division 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 (the Board 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 Specialist:

- a. Starting Rate and Steps: 85% Starting Rate, Steps of: 1 - 89%, 2 - 91%, 3 - 93%, 4 - 95% of journeyworker's rate.
- b. Term: Completion of 6000 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. Machinery Lubrication Specialist Apprentice (BAT designated Machinery Lubrication Specialist)

- 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.

9. 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.

10. 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.

11. 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.

12. Precision Mechanical Inspector (BAT designated Precision Mechanical Inspector)

- 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 6,000 hours of process training in addition to related instruction.

13. 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.

14. 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.

15. 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.

16. Traffic Signal Maintenance Specialist Apprentice (BAT designated Traffic Signal Maintenance Specialist)

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 8,000 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 Department 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

Apprentices 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 and 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 Division 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,

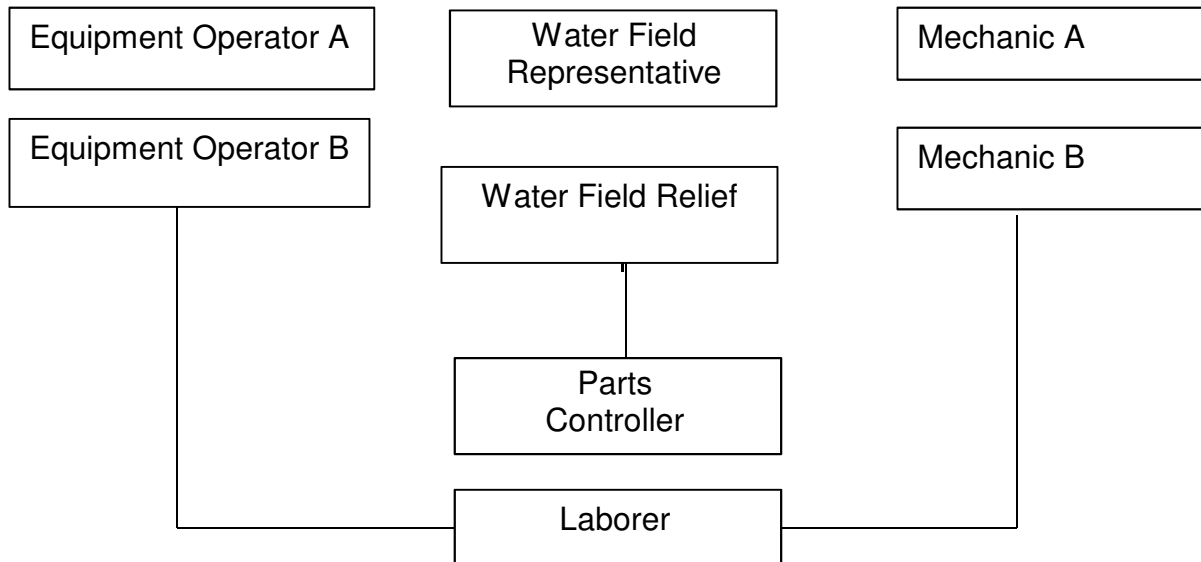
Michigan and

LOCAL UNION NO. 352 IBEW,
AFL-CIO

WATER DISTRIBUTION PROGRESSION SYSTEM

The progression system for the employees in the Water Distribution Department 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

PURCHASING AND WAREHOUSE DEPARTMENT AND STOCK DISTRIBUTION SPECIALIST PROGRESSION SYSTEM

The progression system for the employees in Material and Services Management Resource (MSMRC) is designed to enable all employees in the department to advance with equal opportunity based on skills and seniority.

The MSMRC sub process is structured to include the following classifications:

- SDS1 Stock Distribution Specialist 1
- SDS2 Stock Distribution Specialist 2
- SDS3 Stock Distribution Specialist 3
- SDS4 Stock Distribution Specialist 4
- SDSP Stock Distribution Specialist pre 3/5/91
- MCS Material Control Specialist
- MCSP Material Control Specialist pre 3/5/91

Employees entering the department after 3/5/91 must progress through the SDS classifications. The Material Control Specialist, as vacancies occur, will be filled as deemed necessary by management.

POSTING

The SDS1 will be the entrance classification. Employees will be allowed to progress up to the MCS position based on skills attained through on the job training.

SELECTION

SDS1: Qualified applicants who meet the pre-selection criteria as measured through an

assessment process will be chosen for the SDS1 position. Stock Distribution Specialist (and SDSP): Qualified employees who have completed and demonstrated competency in all of the SDS1 skills of MSMRC will progress to the SDS2 position.

Material Control Specialist (and MCSP): Qualified employees who have reached the top of the SDS or SDSP classification and demonstrated skill competency will be selected first. If no one is the SDS or SDSP classification has reached the top, then the employee who is the closest to the top will be selected. The employee with the most department seniority will be selected in case of any ties.

Those selected from job postings will be required to attain all skills in the lower classifications, before progressing within the new classifications.

PROGRESSION

SDS1	6 months
SDS2, SDS3, SDS4	2 years (collectively)
MCS, MCSP	2 years

The entrance into the progression system will be the SDS1 classification. Employees will progress, based on performance, ability, demonstrated skills, and because experience is an important factor, by the prescribed timetable.

New employees entering MSMRC after March 3, 1991 must progress through all SDS classifications. Employees currently in SDSP positions have been grand-fathered (see grand-fathered below) and have the option to enter the progression and progress to the top of this classification. An SDSP wanting to enter progression must sign a commitment letter to participate, and may withdraw at any time with the understanding that they will be required to perform the skills that they were trained, evaluated, and paid for upon their withdrawal, and not be eligible to re-enter progression system for a period of one (1) calendar year.

ADVANCEMENT

Any increases from minimum to maximum will be based upon demonstrated skill competencies, which may require a practical evaluation. Evaluations will be available upon request at least every three months.

GRANDFATHERING

On March 5, 1991 this progression system was implemented and employees working in this department on that date were grandfathered under the following method.

Then current employees were reclassified to new positions and given wage adjustments to reflect their new classification. These employees grand fathered may participate in the progression system and progress to the maximum of the SDSP classification. These employees grand fathered must acquire and work the job skills that were at or below their classification prior to March 5, 1991.

1991 ATTACHMENT A

These grand-fathered employees will be encouraged to progress to the maximum. Grand fathered employees are not required to obtain a COL (A) license or complete the mathematics requirement in the skills inventory for the SDSP and SDS classifications.

TRAINING

The MSMRC Training Committee will work together to develop training needs for the area. Training will be provided to help employees meet objectives for skills identified in each classification. Training materials may consist of learning objectives, study guides, manuals, written procedures, videotapes, etc. These materials are subject to revision in order to ensure they are relevant to current job requirements. Management will make every effort to allow training so that the employee may advance to the top level.

MSMRC COORDINATOR

Assigned rotation

Each person performs a one week rotation. Rotation between a list of volunteers is scheduled alphabetically. If you are off work for 4 OR MORE HOURS on any day where you are scheduled to be Coordinator, you will forfeit this time to the next scheduled person that is working at that time.

DEFINITION

An SDS4 or MCS to act as the contact person for the work group to coordinate work needs with resources throughout the day to day operation.

RESPONSIBILITIES

The coordinator's primary responsibility is to meet MSMRC customer needs for service through handling pickups, deliveries, counter service, customer service questions, and contact for emptying dumpsters, and communicating with supervision/acting leader throughout the day as necessary.

ELIGIBILITY

You are eligible to be a Coordinator once you have completed all skills in the Stock Distribution Specialist 4 to include final evaluation and your maximum pay rate.

WAGE COMPENSATION

A coordinator receives one half hour of their regular straight time rate for each half-day of service.

MSMRC ACTING LEADER

Each person is scheduled alphabetically, and according to lowest accumulated hours of Acting Leader pay per calendar year. If you are off work for 4 or more hours on any day where you are scheduled to be Acting Leader, you will forfeit this time to the next eligible person that is working at that time.

An SDS 4 or MCS acts as the Leader and employee in charge for the work group. To coordinate work needs with resources throughout the day and if necessary the evening operations.

Primary responsibility is to accommodate MSMRC customer needs for service in pickups, deliveries, counter service, customer questions, as well as communicate with MSMRC Manager throughout the day and evening as necessary. You must promote safety and teamwork at all times, including holding tailgate meetings when necessary. You must be responsible to see that all BWL & MSMRC policies and procedures are practiced by all SDS

and MCS employees, and report any situations contrary to this to the Manager in charge as soon as possible. You must act professionally, and in a business like manner. At the end of the shift you must ensure that all doors are locked and secured, and that fuel is ordered if fuel tank levels are below 20".

You are eligible to be an Acting Leader once you have completed all skills in the Stock Distribution Specialist Progression, including final evaluation. Also you must not have had any documented performance issues, (e.g. participant of the excessive absenteeism program, performance improvement plan, or have any disciplinary action [written reprimand or greater] for performance related concerns) within the past 12 months. You must attend Leadership training as soon as it is available.

An Acting Leader receives one half hour of their regular straight time rate for each half day of service.

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 Department is designed to enable all employees in the Department 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 Department-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 and licensing 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 or designee via Manager of Training regarding boardwide program training budget. (This does not include Department training budgets.)
- C. These committees are responsible for formulation of organizational technical training programs, monitoring of Department program development, timelines, and certification of results.
- D. They are responsible for serving in an advisory capacity to Department training committees.

II. Accountability

Accountable to the Director of Human Resources or designee 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 Manager of Training or designate as non-voting representative
- 4 Voting representatives will establish Quorum

JOINT TECHNICAL TRAINING COMMITTEE (JTTC)

I. Scope of Responsibility

- A. Review and disseminate information regarding technical training trends, philosophy and methodology.
- B. Collect all Department job responsibilities and skill sheets.
- C. Assure consistency in proficiency standards among Department.
- D. Assist with development of recommended procedures in the event of inability to gain proficiency after training or re-training.
- E. Work with Department to develop consensus recommendations.
- F. Monitor content and progress of Department training and retraining programs.
- G. Review Department training committee recommendations.
- H. Clarify boardwide training needs and priorities and make recommendations regarding boardwide training budget to the Director of Human Resources or designee.
- I. Approve department training committee (DTC) recommendations to assure job assessments accurately evaluate required job skills.
- J. This committee has the authority to review and assure assessments accurately evaluate required job skills. All current assessments will be reviewed for accuracy and relevancy to the job skills by February 1, 2019.

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 numbers 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.

DEPARTMENT MANAGEMENT

I. Responsibility

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

DEPARTMENT TRAINING COMMITTEES

I. Membership

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

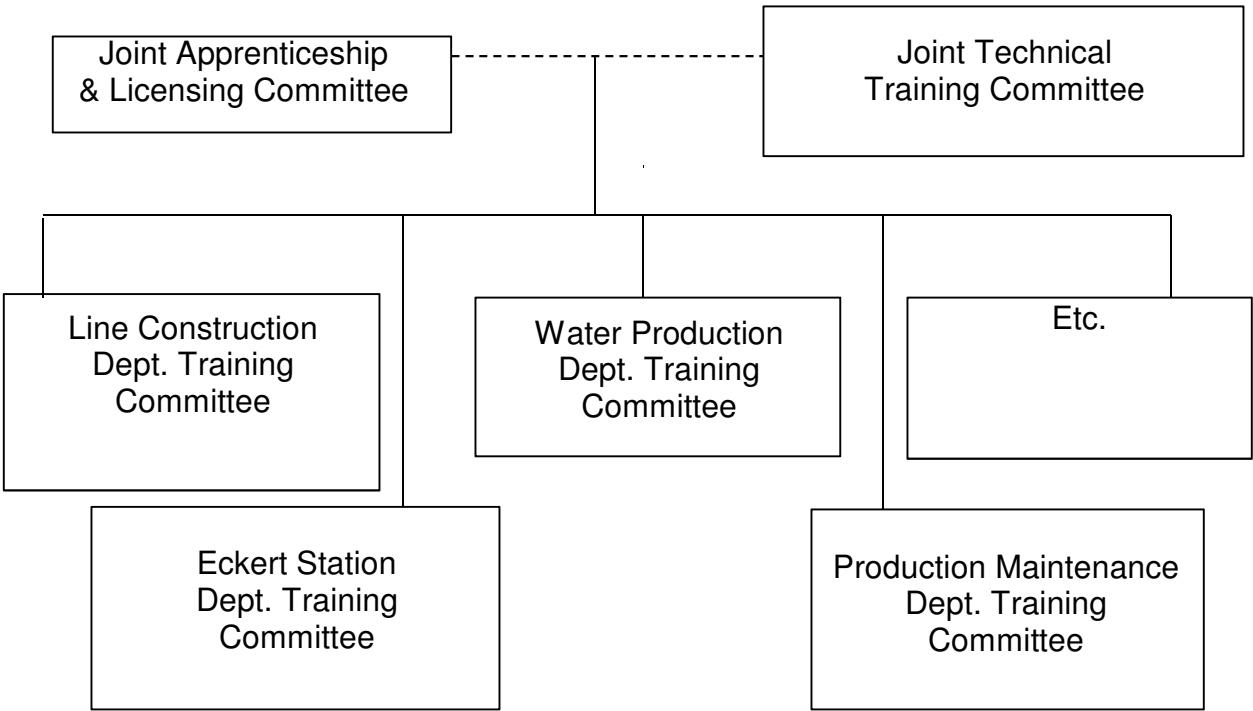
II. Scope of Responsibility

- A. Act in an advisory capacity to the Department Head and communicate with and advise the JALC and JTTC with regard to the BWL training needs and Department 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 Department 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,CUSTOMER ACCOUNTS AND REMITTANCE PROCESSING PROGRESSION SYSTEM

Effective 11-01-08

REMITTANCE PROCESSING

The Remittance Processing Department 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 classification. RPR2 and RPR3 are progressive and will not be posted. The RPS will be a Department 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 s section is 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 Department-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 is 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 Department-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.

FIELD SERVICES

The Field Services Section is structured to include the following classifications:

1. Field Services Support 1 (FSS1)
2. Field Service Support 2 (FSS2)
3. Field Service Support 3 (FSS3)
2. Field Service Support Specialist (FSSS)

POSTING - The FSS1 position will be an entrance level classification. The FSSS will be a Department-only posting.

SELECTION -

FSS1: Qualified applicants who meet the pre-selection criteria as measured through an assessment process will be chosen for the FSS1 position.

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

PROGRESSION -

<u>Skill Group</u>	<u>Progression</u>
FSS level 1	1 Year
FSS level 2	2 Years
FSS level 3	2 Years
FSSS	1 Year

Employees may progress, based upon performance, ability, and demonstrated skills at a faster pace than prescribed above, except for the FSSS position. Experience in the position is an important factor for the FSSS 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, 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 Services Department.

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 Board will pay an additional \$1 per hour to the base wage of all firefighting team members.

ATTACHMENT P

To Agreement between

BOARD OF WATER AND LIGHT, Lansing, Michigan

and

LOCAL UNION NO. 352, IBEW, AFL-CIO

ADMINISTRATIVE ASSISTANT PROGRESSION

The Administrative Assistant position is to be structured to include the following classifications:

1. Administrative Assistant 1 (AA1)
2. Administrative Assistant 2 (AA2)
3. Administrative Assistant 3 (AA3)
4. Administrative Assistant 4 (AA4)

Posting – The AA1 position will be an entrance level classification.

Selection –

AA1: Qualified applicants who meet the pre-selection criteria as measured through an assessment process will be chosen for the AA1 position.

Progression –

<u>Skill Group</u>	<u>Experience Required</u>
AA level 1	Entrance Level
AA level 2	1 year
AA level 3	2 years
AA level 4	3 years

Employees may progress, based upon performance, ability, and demonstrated skills. Experience is an important factor for the AA position so adherence to 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 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.

ATTACHMENT Q

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

ACCOUNTING CLERK PROGRESSION

The Accounting Clerk position is to be structured to include the following classifications:

1. Accounting Clerk 1 (AC1)
2. Accounting Clerk 2 (AC2)
3. Accounting Clerk 3 (AC3)
4. Accounting Clerk 4 (AC4)

Posting – The AC1 position will be entry level

Selection –

AC1: Qualified applicants who meet the pre-selection criteria will be chosen for the AC1 position.

Progression –

<u>Skill Group</u>	<u>Experience and Education Required</u>
AC level1	Entry Level
AC level 2	1 year and 1 college level accounting class.
AC level 3	2 years and 24 credit hours towards an accounting or business related Associate's degree.
AC level 4	3 years and an Associate's degree in accounting or business related field.

Employees may progress, based upon performance, ability, and demonstrated skills. Experience is an important factor for the AC position so adherence to 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 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. If it has been determined that Management has not acted in good faith to make sufficient training available in the prescribed time and the employee has met all education requirements, the employee will progress to the highest rate of their current classification.

ATTACHMENT R

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

ASH HANDLING COORDINATOR

The Ash Handling Coordinator position is to be structured to include the following classifications:

1. Ash Handling Coordinator (AHC1)
2. Ash Handling Coordinator (AHC2)
3. Ash Handling Coordinator (AHC3)
4. Ash Handling Coordinator (AHC4)

Posting – The AHC1 position will be an entrance level classification.

Selection –

AHC1: Entry Level Position.

Progression –

<u>Skill Group</u>	<u>Experience Required</u>
AHC level 1	Entrance Level
AHC level 2	1 year
AHC level 3	2 years
AHC level 4	3 years

Employees may progress, based upon performance, ability, and demonstrated skills. Experience is an important factor for the AHC position so adherence to 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 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.

ATTACHMENT S

To Agreement between

BOARD OF WATER AND LIGHT, Lansing, Michigan

and

LOCAL UNION NO. 352, IBEW, AFL-CIO

CROSS CONNECTION CONTROL TECHNICIAN PROGRESSION

The Cross Connection Control Technician position is to be structured to include the following classifications:

1. Cross Connection Control Technician 1 (CCT1)
2. Cross Connection Control Technician 2 (CCT2)
3. Cross Connection Control Technician 3 (CCT3)
4. Cross Connection Control Technician 4 (CCT4)

Posting – The CCT1 position will be entrance level.

Selection –

CCT1: Qualified applicants who meet the pre-selection criteria as measured through an assessment process will be chosen for the CCT1 position.

Progression –

<u>Skill Group</u>	<u>Experience, Licenses, & Education Required</u>
CCT level 1	0 years, S4 license within 2 years.
CCT level 2	1 year, S4 license within 1 years.
CCT level 3	2 years, S4 license, and 2 year related technical degree.
CCT level 4	3 years, S3 license, MPMCA Certified Tester and 2 year related technical degree.

Employees may progress, based upon performance, ability, and demonstrated skills. Experience is an important factor for the CCTa position so adherence to 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 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 and the employee has met all education and licensing requirements, the employee will progress to the highest rate of their current classification.

ATTACHMENT T

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

COMMUNICATIONS TECHNICIAN

The Communications Technician position is to be structured to include the following classifications:

1. Communications Technician 1 (CT1)
2. Communications Technician 2 (CT2)
3. Communications Technician 3 (CT3)
4. Communications Technician 4 (CT4)
5. Communications Technician 5 (CT5)

Posting – The CT1 position will be an entrance level classification.

Progression –

<u>Skill Group</u>	<u>Experience Required</u>
CT level 1	Entrance Level
CT level 2	1 year and 1 class towards an Associate's degree in electronics or equivalent.
CT level 3	2 years and 24 credits towards an Associate's degree in electronics or equivalent.
CT level 4	3 years and Associates degree in electronics or equivalent.
CT level 5	4 years and Associates degree in electronics or equivalent.

Employees may progress, based upon performance, ability, and demonstrated skills. Experience is an important factor for the CT position so adherence to 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 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 and the employee has met all education requirements, the employee will progress to the highest rate of their current classification. .

ATTACHMENT U

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

ENGINEERING TECHNICIAN PROGRESSION

The Engineering Technician position is to be structured to include the following classifications:

1. Engineering Technician 1 (ENT1)
2. Engineering Technician 2 (ENT2)
3. Engineering Technician 3 (ENT3)
4. Engineering Technician 4 (ENT4)
5. Engineering Technician 5 (ENT5)

Posting – The ENT1 position will entrance level

Selection –

ENT1: Qualified applicants who meet the pre-selection criteria will be chosen for the ENT1 position.

Progression –

<u>Skill Group</u>	<u>Experience & Education Required</u>
ENT level 1	Entrance Level
ENT level 2	1 years and 1 engineering class or equivalent.
ENT level 3	2 years and 24 credit hours towards an Associate's degree in engineering technology or architecture or equivalent.
ENT level 4	3 years and Associate's degree in engineering technology or architecture or equivalent.
ENT level 5	4 years and Associate's degree in engineering technology or architecture or equivalent.

Employees may progress, based upon performance, ability, and demonstrated skills. Experience is an important factor for the ENT position so adherence to 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 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 and the employee has met all education requirements, the employee will progress to the highest rate of their current classification.

ATTACHMENT V

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

ENVIRONMENTAL TECHNICIAN PROGRESSION

The Environmental Technician position is to be structured to include the following classifications:

1. Environmental Technician 1 (ET1)
2. Environmental Technician 2 (ET2)
3. Environmental Technician 3 (ET3)
4. Environmental Technician 4 (ET4)
5. Environmental Technician 5 (ET5)

Posting – The ET1 position will be entrance level

Selection –

ET1: Qualified applicants who meet the pre-selection criteria will be chosen for the ET1 position.

Progression –

<u>Skill Group</u>	<u>Experience & Education Required</u>
ET level 1	Entrance level
ET level 2	1 year and one class completed toward an associate's degree in environmental science or related field or equivalent.
ET level 3	2 years and 24 credit hours completed toward an associates degree in environmental science or related field or equivalent.
ET level 4	3 years and an Associate's degree in environmental science or related field or equivalent.
ET level 5	4 years and an Associate's degree in environmental science or related field or equivalent.

Employees may progress, based upon performance, ability, and demonstrated skills. Experience is an important factor for the ET position so adherence to 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 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 and the employee has met all education requirements, the employee will progress to the highest rate of their current classification.

ATTACHMENT W

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

LABORATORY TECHNICIAN

The Laboratory Technician position is to be structured to include the following classifications:

1. Laboratory Technician 1(LT1)
2. Laboratory Technician 2(LT2)
3. Laboratory Technician 3(LT3)
4. Laboratory Technician 4(LT4)
5. Laboratory Technician 5(LT5)

Posting – The LT1 position will be an entrance level classification.

Selection –

LT1: Qualified applicants who meet the pre-selection criteria as measured through an assessment process will be chosen for the LT1 position.

Progression –

<u>Skill Group</u>	<u>Experience Required</u>
LT level 1	Entrance Level
LT level 2	1 year and 30 credit hours towards a bachelor's degree in environmental science or equivalent.
LT level 3	2 years and 60 credit hours towards a bachelor's degree in environmental science or equivalent.
LT level 4	3 years and 90 credit hours towards a bachelor's degree in environmental science or equivalent.
LT level 5	4 years and a bachelor's degree in environmental science or equivalent.

Employees may progress, based upon performance, ability, and demonstrated skills. Experience is an important factor for the LT position so adherence to 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 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 and the employee has met all education requirements, the employee will progress to the highest rate of their current classification.

ATTACHMENT X

To Agreement
between

BOARD OF WATER AND LIGHT, Lansing, Michigan and

LOCAL UNION NO. 352, IBEW, AFL-CIO

PUBLICATIONS AND DESIGN SPECIALIST PROGRESSION

The Publications and Design Specialist position is to be structured to include the following classifications:

1. Publications and Design Specialist 1 (PDS1)
2. Publications and Design Specialist 2 (PDS2)
3. Publications and Design Specialist 3 (PDS3)
4. Publications and Design Specialist 4 (PDS4)

Posting – The PDS1 position will be an entrance level classification.

Selection –

PDS1: Qualified applicants who meet the pre-selection criteria as measured through an assessment process will be chosen for the PDS1 position.

Progression –

<u>Skill Group</u>	<u>Experience Required</u>
PDS level 1	Entrance Level
PDS level 2	1 year
PDS level 3	2 years
PDS level 4	3 years

Employees may progress, based upon performance, ability, and demonstrated skills. Experience is an important factor for the PDS position so adherence to 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 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.

ATTACHMENT Y

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

PRODUCTION ENGINEERING TECHNICIAN PROGRESSION

The Production Engineering Technician position is to be structured to include the following classifications:

1. Production Engineering Technician 1 (PET1)
2. Production Engineering Technician 2 (PET2)
3. Production Engineering Technician 3 (PET3)
4. Production Engineering Technician 4 (PET4)
5. Production Engineering Technician 5 (PET5)

Posting – The PET1 position will entrance level

Selection –

PET1: Qualified applicants who meet the pre-selection criteria will be chosen for the ENT1 position.

Progression –

<u>Skill Group</u>	<u>Experience & Education Required</u>
PET level 1	Entrance Level
PET level 2	1 years and 1 electronics class or equivalent.
PET level 3	2 years and 24 credit hours towards an Associate's degree in electronics or equivalent.
PET level 4	3 years and Associate's degree in electronics or equivalent.
PET level 5	4 years and Associate's degree in electronics or equivalent.

Employees may progress, based upon performance, ability, and demonstrated skills. Experience is an important factor for the PET position so adherence to 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 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 and the employee has met all education requirements, the employee will progress to the highest rate of their current classification.

ATTACHMENT Z

To Agreement between

BOARD OF WATER AND LIGHT, Lansing, Michigan

and

LOCAL UNION NO. 352, IBEW, AFL-CIO

RECORDS MANAGEMENT TECHNICIAN

The Records Management Technician position is to be structured to include the following classifications:

1. Records Management Technician 1 (RMT1)
2. Records Management Technician 2 (RMT2)
3. Records Management Technician 3 (RMT3)
4. Records Management Technician 4 (RMT4)
5. Records Management Technician 5 (RMT5)

Posting – The RMT1 position will be an entrance level classification.

Selection –

RMT1: Qualified applicants who meet the pre-selection criteria as measured through an assessment process will be chosen for the RMT1 position.

Progression –

<u>Skill Group</u>	<u>Experience Required</u>
RMT level 1	Entrance Level
RMT level 2	1 year and 1 class towards an associate's degree in industrial drawing or mechanical or electrical engineering or equivalent.
RMT level 3	2 year and 24 credit hours towards an associate's degree in industrial drawing or mechanical or electrical engineering or equivalent.
RMT level 4	3 years and an associate's degree in industrial drawing or mechanical or electrical engineering or equivalent.

RMT level 5

4 years and an associate's degree in industrial drawing or mechanical or electrical engineering or equivalent.

Employees may progress, based upon performance, ability, and demonstrated skills.

Experience is an important factor for the RMT position so adherence to 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 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 and the employee has met all education requirements, the employee will progress to the highest rate of their current classification.

ATTACHMENT AA

To Agreement between

BOARD OF WATER AND LIGHT, Lansing, Michigan

and

LOCAL UNION NO. 352, IBEW, AFL-CIO

UTILITY DESIGNER PROGRESSION

The Utility Designer position is to be structured to include the following classifications:

1. Utility Designer 1 (UD1)
2. Utility Designer 2 (UD2)
3. Utility Designer 3 (UD3)
4. Utility Designer 4 (UD4)
5. Utility Designer 5 (UD5)

Posting – The UD1 position will entrance level

Selection –

UD1: Qualified applicants who meet the pre-selection criteria will be chosen for the UD1 position.

Progression –

<u>Skill Group</u>	<u>Experience & Education Required</u>
UD level 1	Entrance Level
UD level 2	1 year and 1 engineering or electrical theory class or equivalent.
UD level 3	2 years and 24 credit hours towards an Associate's degree in mechanical or electrical engineering or electrical theory or equivalent.
UD level 4	3 years and Associate's degree in mechanical or electrical engineering or electrical theory or equivalent.
UD level 5	4 years and Associate's degree in mechanical or electrical engineering or electrical theory or equivalent.

Employees may progress, based upon performance, ability, and demonstrated skills. Experience is an important factor for the UD position so adherence to 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 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 and the employee has met all education requirements, the employee will progress to the highest rate of their current classification.

ATTACHMENT BB

To Agreement between

BOARD OF WATER AND LIGHT, Lansing, Michigan

and

LOCAL UNION NO. 352, IBEW, AFL-CIO

UTILITY SERVICES SPECIALIST PROGRESSION

The Utility Services Specialist position is to be structured to include the following classifications:

1. Utility Service Specialist 1 (USS1)
2. Utility Service Specialist 2 (USS2)
3. Utility Service Specialist 3 (USS3)
4. Utility Service Specialist 4 (USS4)

Posting – The USS1 position will be an entrance level position.

Selection –

USS1: Qualified applicants who meet the pre-selection criteria as measured through an assessment process will be chosen for the USS1 position.

Progression –

<u>Skill Group</u>	<u>Experience & Education Required</u>
USS level 1	Entrance Level
USS level 2	1 year experience in T&D, System Integrity, or Customer Projects, and 1 class towards an Associate's degree in Electric or Mechanical Technology, math or business related field or equivalent.
USS level 3	2 year experience in T&D, System Integrity, or Customer Projects, and 24 credit hours towards an Associate's degree in Electric or Mechanical Technology, math or business related field or equivalent.
USS level 4	3 year experience in T&D, System Integrity, or Customer Projects, an Associate's degree in Electric or Mechanical Technology, math or business related field or equivalent. Current and future USS classified employees will train and become a backup for CSR duties when their workload allows or in critical times of need.

Employees may progress, based upon performance, ability, and demonstrated skills. Experience is an important factor for the USS position so adherence to 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 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 and the employee has met all education requirements, the employee will progress to the highest rate of their current classification.

ATTACHMENT CC

To Agreement
between

BOARD OF WATER AND LIGHT, Lansing,

Michigan and

LOCAL UNION NO. 352, IBEW, AFL-
CIO

DESKTOP SUPPORT TECHNICIAN PROGRESSION

The Desktop Support Technician position is to be structured to include the following classifications:

1. Desktop Support Technician 1 (DST1)
2. Desktop Support Technician 2 (DST2)
3. Desktop Support Technician 3 (DST3)
4. Desktop Support Technician 4 (DST4)
5. Desktop Support Technician 5 (DST5)

Posting – The DST1 position will be entry level

Progression –

<u>Skill Group</u>	<u>Experience & Education Required</u>
DST level 1	Entry level
DST level 2	1 year and 1 PC Technician or equivalent.
DST level 3	2 years and 24 credit hours of PC Technician classes or equivalent.
DST level 4	3 years experience and an associate's degree in PC Technician or equivalent.
DST level 5	4 years experience and an associate's degree in PC Technician or equivalent.

Employees may progress, based upon performance, ability, and demonstrated skills. Experience is an important factor for the DST position so adherence to 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 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 and the employee has met all education requirements, the employee will progress to the highest rate of their current classification.

ATTACHMENT DD

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

OPERATIONS TECHNICIAN PROGRESSION

The Operations Technician position is to be structured to include the following classifications:

1. Operations Technician 1 (OPT1)
2. Operations Technician 2 (OPT2)
3. Operations Technician 3 (OPT3)
4. Operations Technician 4 (OPT4)
5. Operations Technician 5 (OPT5)

Posting – The OPT1 position will be entry level

Progression –

<u>Skill Group</u>	<u>Experience & Education Required</u>
OPT level 1	Entry level
OPT level 2	1 year and 1 Electrical Technology or equivalent.
OPT level 3	2 years and 24 credit hours of Electrical Technology or equivalent.
OPT level 4	3 years experience and an associate's degree in Electrical Technology or equivalent.
OPT level 5	4 years experience and an associate's degree in Electrical Technology or equivalent.

Employees may progress, based upon performance, ability, and demonstrated skills.

Experience is an important factor for the OPT position so adherence to 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 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 and the employee has met all education requirements, the employee will progress to the highest rate of their current classification.

ATTACHMENT EE

To Agreement
between

BOARD OF WATER AND LIGHT, Lansing,

Michigan and

LOCAL UNION NO. 352, IBEW, AFL-
CIO

SYSTEM PROTECTION TECHNICIAN PROGRESSION

The System Protection Technician position is to be structured to include the following classifications:

1. System Protection Technician 1 (SPT1)
2. System Protection Technician 2 (SPT2)
3. System Protection Technician 3 (SPT3)
4. System Protection Technician 4 (SPT4)
5. System Protection Technician 5 (SPT5)

Posting – The SPT1 position will be entry level

Progression –

<u>Skill Group</u>	<u>Experience & Education Required</u>
SPT level 1	Entry level
SPT level 2	1 year and 1 Electronics, Electrical Engineering or equivalent.
SPT level 3	2 years and 24 credit hours of Electronics, Electrical Engineering or equivalent.
SPT level 4	3 years experience and an associate's degree in Electronics, Electrical Engineering or equivalent.
SPT level 5	4 years experience and an associate's degree in Electronics, Electrical Engineering or equivalent.

Employees may progress, based upon performance, ability, and demonstrated skills.

Experience is an important factor for the SPT position so adherence to 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 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 and the employee has met all education requirements, the employee will progress to the highest rate of their current classification.

POLICY STATEMENTS

Article III. Recognition of the Union. Section 4 - Check-Off. Page 12:

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 15:

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 33:

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 38:

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 45:

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 IX Wage Supplements. Personal Vehicle Use

For those employees currently required to have a personal automobile available for performing their job assignments; Board of Water and Light Personal Auto Mileage Rates policy addressing mileage/flat rate car allowance dated 11/1/16 will be adhered to. This policy will be reviewed and updated to coincide with contract renewal dates.

Article XI. Miscellaneous. Section 13 - Work by Persons Outside the Bargaining Unit. Page 69:

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 69:

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 108:

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 Chief Financial Officer 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.