AGREEMENT

BETWEEN

THE CITY OF BATTLE CREEK, MICHIGAN

AND

THE AMALGAMATED TRANSIT UNION,
LOCAL NO. 1251, AFL-CIO

EFFECTIVE November 1, 2009 to November 1, 2010

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AGREEMENT

THIS AGREEMENT, by and between the CITY OF BATTLE CREEK, hereinafter referred to as the "City", and the AMALGAMATED TRANSIT UNION LOCAL UNION 1251, AFL-CIO, hereinafter referred to as the "Union".

ARTICLE 1 - PURPOSE

The general purpose of this Agreement is to set forth the wages, hours and working conditions which shall prevail for the duration of this Agreement and to promote orderly and peaceful labor relations for the mutual interest of the City and its employees. Recognizing that the interest of the community and the job security of the employees depends upon the City's ability to continue to provide proper service to the community, the City and the Union, for and in consideration of the mutual promises, stipulations and conditions hereinafter specified, agree to abide by the terms and provisions set forth herein for the duration of this Agreement.

ARTICLE 2 - RECOGNITION

Section 2.1 - Recognition. Pursuant to and in accordance with the applicable provisions of Act 379 of the Public Acts of 1965, the City recognizes the Union as the sole and exclusive bargaining representative for all permanent, full-time employees employed by the Transit System of the City, including Spare-board operators, except elected officials, department heads, assistant department heads, managerial employees, office clerical employees, technical employees, professional employees, confidential employees and supervisory employees within the meaning of the Act.

(a) The word "permanent," when used to describe employee status, is used to distinguish full-time employees from temporary and/or seasonal employees.

Section 2.2 - Management Rights. All rights to manage the City and to direct the work force are vested exclusively in the City, including but not limited to, the right to hire, to establish reasonable rules and procedures, the right to determine the hours, daily schedule and work assignments of employees, the right to determine the acceptable quality standards, the right to establish new jobs and eliminate existing jobs, and the right to determine when a need exists for the layoff or recall of employees. The City shall also have the exclusive right to determine the means, methods, and processes used in operations. The foregoing enumeration of rights is not intended to be all inclusive, but indicates the type of matters arising which belong to and are inherent to management and shall not be deemed to exclude other rights of management not specifically set forth. However, the City acknowledges that such management rights have been limited by the provisions of this Agreement and, therefore, agrees to exercise such rights in such a fashion so as not to violate the specific terms and provisions of this Agreement.

(a) Any complaint relative to the reasonableness of any new rule established by the City may be considered as a grievance and subject to the grievance procedure contained in this Agreement, provided that a grievance is filed within ten (10) regularly scheduled working days after notice of the new rule is given to the affected employees.

Section 2.3 - Anti-Discrimination. The City and the Union agree that, for the duration of this Agreement, neither shall discriminate against any employee because of political belief, membership or non-membership in the Union. All alleged charges based upon civil rights shall be filed with the appropriate Federal or State agency and not under this Agreement.

Section 2.4 - Union Activity on City Time. The Union agrees that, except as specifically provided by the terms and provisions of this Agreement, individual employees shall not be permitted to engage in Union activity during their working hours.

Section 2.5 - Representation. Employees within the bargaining unit shall be represented by a steward, who shall be a full-time, permanent employee of the City and a part of the collective bargaining unit covered by this Agreement, and the Ranking Union Officers. Two of such individuals, including the steward, shall constitute the grievance committee. The grievance committee shall be responsible for the processing of grievances under the grievance procedure. The Local President shall act as Chairman of the grievance committee. The Union shall furnish the City with a written list of the names of the steward and Ranking Union Officers (President, Financial Secretary and Vice President) and shall notify the City in writing if and when any changes are made.

Section 2.6 - Pay for Grievance Committee. The Union's grievance committee members shall be paid at their straight time hourly rate of pay for all time necessarily lost from their regularly scheduled work to investigate specific grievances, and present grievances as provided in the grievance procedure. If during working hours it is necessary for a Union grievance committee member to be excused from work to investigate a specific grievance, the representative shall notify his supervisor. Such representative shall be excused for such purpose as soon as he can be spared from his work and shall conduct the investigation as quickly as possible.

Section 2.7 - Union Security. Employees covered by this Agreement who are members of the Union at the time this Agreement becomes effective shall be required, as a condition of continued employment, to continue membership in the Union for the duration of this Agreement. Employees hired or transferred into the bargaining unit after the effective date of this Agreement must either join the Union or pay a representative fee equal to the regular monthly dues as of the end of the second calendar month following the date of employment or transfer into the bargaining unit.

(a) All permanent employees within the bargaining unit shall tender to the Union payment of the amount of Union dues uniformly required. They shall tender this amount for the length of the contract.

(b) For those employees who properly execute payroll deduction authorization cards, the provisions of which must conform to the legal requirements imposed by State and Federal Law, the City agrees to deduct weekly Union dues, fees, and assessments in the amounts certified to the City by the Financial Secretary of the Union and forward the same to said Financial Secretary by the end of that month following such deductions.

(c) The Union agrees to indemnify and save the City harmless against any and all claims, suits and other forms of liability that may arise out of or by reason of the City's compliance with the provisions of this Section.

ARTICLE 3 - GRIEVANCE PROCEDURE

Section 3.1 - Definition of Grievance. For the purpose of this Agreement, the term "grievance" means any dispute between the City and the Union or between the City and employees regarding the meaning, interpretation, application, or alleged violation of the terms and provisions of this Agreement.

Section 3.2 - Oral Presentation. An employee who believes he has a grievance must submit his grievance orally to his immediate supervisor within three (3) regularly scheduled working days after the occurrence of the event or within (3) days of when the employee should reasonably have known of the occurrence upon which the grievance is based. The immediate supervisor shall give the grieving employee an oral answer within three (3) regularly scheduled working days after the grievance has been submitted to him. No more than the employee and the supervisor need be present at this meeting; however, if the employee requests and there is a union representative available he may attend. Any settlement resulting from a conference between an employee and his supervisor, without Union representation, shall not constitute precedent and shall not be binding in other cases upon the Union. In the event the grievance has not been answered to the satisfaction of the employee, the following procedure shall apply:

FIRST STEP: To be processed hereunder, a grievance must be reduced to writing and state the following:

(a) Who is affected,

(b) What happened,

(c) When it happened,

(d) Where it happened,

(e) What section of the contract has allegedly been violated, and

(f) What adjustment is requested.

The grievance must be signed by a member of the Grievance Committee and the employee who is filing the grievance. One (1) copy of the grievance must be presented to the immediate supervisor and the Transit Manager within 5 regularly scheduled working days after the occurrence of the event upon which the grievance is based, or within 5 days of when the employee should reasonably have known of the occurrence. The Transit Manager shall give a written answer to the aggrieved employee within five (5) regularly scheduled working day after receipt of the written grievance.

SECOND STEP: If the grievance is not settled in writing in the First Step and it is to be appealed to the Second Step, a member of the grievance committee shall present the grievance to the Transit Manager within five (5) regularly scheduled working days after receipt of the City's First Step answer along with a statement of the reasons why the First Step answer was not acceptable. The department head shall give the Union representative a written answer to the grievance within five (5) regularly scheduled working days after receipt of the grievance.

THIRD STEP: If the grievance is not settled at the Second Step of the grievance procedure, the Union may appeal the grievance to the Third Step. The appeal must be in writing and must be filed with the Director of Employee Relations or designated representative of the City within five (5) regularly scheduled working days after receipt of the Second Step answer. A meeting between the City's Grievance Committee and the Union's Grievance Committee shall be held within five (5) regularly scheduled working days following such appeal. The business representative and/or the City's labor relations counsel may be present at such meeting. The

City shall answer the grievance in writing within five (5) regularly scheduled working days after the Third Step meeting.

FOURTH STEP: If, at this point, the grievance is not satisfactorily settled and the Union desires to carry the grievance further, it shall submit such grievance to arbitration by the Michigan Employment Relations Commission in accordance with its voluntary labor arbitration rules then pertaining, providing such submission is made in writing to both the City and the Michigan Employment Relations Commission within twenty (20) calendar days after receipt by the Union of the City's Third Step answer. The arbitrator shall have no authority to add to, subtract from, change or modify the provisions of this Agreement, but shall be limited solely to the interpretation and application of the specific provisions contained herein. However, nothing contained herein shall be construed to limit the authority of an arbitrator in his own judgment, to sustain, or reverse any alleged unjust discharge that may reach this stage of the grievance procedure. The decision of the arbitrator within the limits of his authority shall be final and binding upon the parties hereto. The expenses and fees of the arbitrator and the Michigan Employment Relations Commission shall be shared equally by the City and the Union.

If mutually agreed, the City and the Union will use Expedited Arbitration in appropriate cases.

Section 3.3 - Grievance Meetings. All grievance meetings under the provisions of this Article will commence not later than 3:00 p.m.

Section 3.4 - Time Limits. A grievance which has not been settled at any step of the grievance procedure and is not appealed by the Union to the next succeeding step in the time limit provided for appeal shall be considered as having been withdrawn by the Union. If a grievance is not answered by the City within the time limit specified for such answer at any step of the grievance procedure, such grievance shall be advanced to the next higher step of the grievance procedure. Any of the time limits specified in the grievance procedure may be extended if such extension is mutually agreed to in writing by the City and the Union.

Section 3.5 - Policy Grievances. A grievance on behalf of the entire Union body shall be filed by the Local President and shall be processed starting with the Third Step of the grievance procedure, provided such grievance is filed within ten (10) regularly scheduled working days after the occurrence of the event or within ten (10) regularly scheduled working days from which the Union should reasonably have known of the event upon which the grievance is based.

Section 3.6 - Definition of Regularly Scheduled Working Days. Whenever the words are used in this Article, "regularly scheduled working days", they shall be defined as those days which are scheduled for work between Monday and Friday, both inclusive, excluding holidays recognized under this Agreement.

Section 3.7 - Special Conferences. Special conferences for important matters (not grievances) will be arranged between the Union President and the Director of Employee Relations within ten (10) working days of such request of either party for such conference. Such meetings shall be between at least two (2) but not more than three (3) representatives of the City and at least two (2) but not more than three (3) representatives of the Union. Arrangements for such special conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in special conferences shall be confined to those included in the agenda, unless both parties agree to include other items. The members of the Union shall not lose time or pay for time spent in such special conferences. This meeting may be attended by the City's Labor Relations Counsel and/or an International Representative of the Union.

(a) All special conference meetings under the provisions of this section will commence not later than 1:00 p.m.

(b) Special conferences shall not be held more often than once a month.

Section 3.8 - City Designee. The City agrees to notify the Union, in advance, in the event that the City designates a different individual to handle the grievance procedure as outlined in Article 3 of this Agreement.

ARTICLE 4 - SENIORITY

Section 4.1 - Definition of Service. Service shall be defined as permanent, full-time employee's length of continuous service with the City since his last hiring date. "Last Hiring Date" shall mean the date upon which an employee first reported for work at the direction of the City as a full-time, permanent employee since which he has not quit, retired, or been discharged. No time shall be deducted from an employee's service due to absences occasioned by authorized leaves of absence, vacations or suspensions.

Section 4.2 - Definition of Seniority. Seniority shall be defined as an employee's length of continuous service with the City as a full-time, permanent employee in a job classification or job classifications covered by this Agreement.

(a) Employees will be placed in one of two (2) seniority units. Operators and Dispatchers will be in the Operations unit. Utility Workers and Mechanics will be in the Maintenance Unit. Except as provided for in §4.5(c), employees shall not be permitted to accumulate seniority in more than one unit at a time.

(b) Employees appointed to positions outside of the bargaining unit shall retain bargaining unit seniority for a period of four (4) months. If the City removes the employee from their new position, the employee may exercise their seniority to return to the seniority unit from which they last worked, provided the employee is still qualified to perform the work. If the employee voluntarily wishes to return to the bargaining unit, the employee can only return to an open position in the seniority unit from which they last worked. The employee cannot bump another employee to return to the bargaining unit in a voluntary return situation. If the employee does return to the unit, they cannot exercise their seniority for a position until the next regularly scheduled job/shift selection.

(c) Upon completion of the employee's probationary period as set forth in this Agreement, the employee's name shall be added to the seniority list as of the last hiring date. "Last Hiring Date" shall mean the date upon which the employee first reported for work at the direction of the City as a full-time, permanent employee since which he has not quit, retired or been discharged. In the event that two (2) or more employees have the same last hiring date, their names shall appear on the seniority list according to their chronological dates of application for employment out of which permanent employment with the City resulted; should two (2) employees have the same chronological dates of application, the names shall appear on the list in alphabetical order. If two (2) or more employees have the same last name, the same procedure shall be followed with respect to the first name. No time shall be deducted from an employee's seniority due to absences occasioned by authorized leaves of absence, vacations, suspensions or layoffs, except as hereinafter provided.

Section 4.3 - Probationary Period. All new employees hired after the signing of this Agreement shall be probationary employees until they have completed three (3) calendar months of work. The purpose of the probationary period is to provide an opportunity for the City to determine

whether the employee has the ability and other attributes which will qualify him for regular employee status. During the probationary period, the employee shall have no seniority status and may be laid off or terminated, at the sole discretion of the City, without regard to his relative length of service and without recourse to the grievance procedure. At the conclusion of three (3) calendar months of work, the employee's name shall be added to the seniority list as of his last hiring date.

(a) Upon notification to the Union President, the City has the right to extend an employee's probationary period for a maximum period of two months of work.

(b) New employees will be required to have physicals at the City's expense. Any employee will be subject to a medical examination as often as the City deems it necessary, and upon findings of such examination, if found physically unfit, the City shall have the right to discontinue the service of such employee. Such examination shall be the City's expense and on the employee's own time, if not scheduled for work. In case such employee dissents from the finding of the City's physician, such employee shall have the right to immediately cause a physician of his own selection, at his own cost, to make such examination, and if such examination determines him to be physically fit, the City and Union shall then select a third physician, with shared equal cost, for further examination of such employee and shall report thereon. The findings of fitness or unfitness by a majority of said three (3) physicians shall be conclusive and final.

Section 4.4 - Termination of Seniority. An employee's seniority shall be terminated:

(a) If he quits or retires.

(b) If he is absent for three (3) consecutive regularly scheduled working days without notifying his department head or supervisor prior to or within such three (3) day period of a justifiable reason for such absence if it was possible for such notice to be given.

(c) If he accepts employment elsewhere while on a leave of absence or does not return to work immediately following the expiration of a leave of absence unless, in the latter case, he presents evidence satisfactory to the City that it was impossible for him to return to work at the expiration of such leave.

(d) He is laid off for twenty-four (24) continuous months.

(e) If the employee is discharged and the discharge is not reversed through the Grievance Procedure set forth in this agreement or the employee is not otherwise reinstated.

(f) If an employee's Michigan operator's/CDL license is suspended, revoked and/or denied by the Michigan Secretary of State. On a one time occurrence, if an employee with two (2) or more years of service should have his license suspended for a period of not more than 90 days, the City will hold the employee's position vacant, enabling that employee to return to work as soon as possible after such suspension period without loss of seniority.

(g) If an employee is appointed to a position outside of the bargaining unit and does not return to the unit within (4) months.

(h) If, following a layoff, the employee fails or refuses to notify the City of their intention to return to work within five (5) regularly scheduled working days after written notice, offering the employee a position, sent by certified mail is sent to the employee's

last address on record with the City, or, having notified the City of their intent to return, fails to do so within three (3) regularly scheduled working days after the date the employee is scheduled to return to work.

Section 4.5 - Job Bidding:

(a) Coach Operator: When it is necessary to fill a new, permanent or vacant permanent operator's position, notice of such vacancy shall be posted on the departmental bulletin boards for a period of five (5) working days (Saturday, Sunday, and Holidays shall not count as part of the posting period), during which time employees may bid for such position. From and among those employees who bid, the job will be awarded to the most senior employee that meets the minimum qualifications for the position and passes tests as required. Employees must have a minimum of 18 MONTHS of service with the City before they may be considered for a job outside their seniority unit. (NON-PROBATIONARY EMPLOYEES, AS OF 5/27/04, ARE EXCLUDED FROM THIS 18 MONTH REQUIREMENT).

(b) Dispatcher: The job will be awarded to the most senior operator that in the City's opinion is determined to be the best qualified.

1. When there is a need for a Dispatcher, the City shall post a Notice for at least five (5) working days on the departmental bulletin boards. (Saturday, Sunday and holidays shall not count as part of the posting period). Among employees expressing an interest, their qualifications and seniority will be considered, but the City's judgment in making the selection shall be final.

2. An operator going into a dispatch position will be placed on the bottom of the seniority list in the dispatcher classification for purposes of job/shift selection, vacation selection, or other selections based on seniority. Employees awarded a position in Dispatch are restricted from bidding into any other classification for a period of two years from the date of placement in Dispatch. This restriction shall not apply in case of layoff or Dispatch job elimination.

3. Should a full-time vacancy occur in the dispatcher classification, the City will endeavor to notify cross-trained operators, who are not at work due to sickness, vacation or other leave, of such vacancy.

(c) An employee awarded a position in a new seniority unit shall retain the seniority they acquired in their previous seniority unit as of the time of such move and shall continue to accrue seniority in their previous seniority unit for a period of four (4) months. The employee may be reassigned to their previous classification at their request or at the request of the City during the first four months. If the employee does return, a job/shift selection will be conducted. Should the employee remain in the new position beyond four months, all seniority accrued in the former seniority unit will be lost. The employee will be placed on the bottom of the seniority list in the new seniority unit for purposes of job/shift selection, vacation selection, or other selections based on seniority.

(d) Drivers Trainers: The City shall have the right to cross-train up to three (3) operators and/or dispatchers to serve as driving trainers for new hire employees. To qualify as a driving trainer, employees must have at least two years of service with the

Battle Creek Transit system and possess a CDL-B, with a P endorsement in air brakes, for at least five years.

Among operators and dispatchers expressing an interest in being a driver trainer, the City will select trainers based on their qualifications and seniority. The City's judgment in making the selection shall be final. All trainers selected must successfully complete testing and training as the City directs.

Employees engaged in training will be paid a training stipend of $1.50 per hour, in addition to their hourly wage, for all hours or portions thereof, spent in the capacity of driver trainer.

Section 4.6 - Layoff Procedure. The City may layoff a permanent employee when it deems it necessary, by reason of shortage of work or funds, the abolition of the position, material change in the department organization or for other related reasons which are outside the employee's control and which do not reflect discredit upon the services of the employee. The City agrees to confer with the Union before reassignment of jobs due to layoffs, but such decision shall be final and shall not be subject to the grievance procedure. Layoff of employees shall be made by inverse order of their continuous service as a full-time permanent employee in the classification occupied at the time of layoff,. The Human Resource office shall give written notice to the employee and Union of any proposed layoff. Such notice shall state the reasons therefore and shall be submitted at least 10 days before the effective date of the layoff.

(a) When the working force is increased after a layoff, full-time permanent employees will be recalled based upon continuous service in the classification they occupied at the time of layoff, provided they have the present ability to perform the existing work.

Section 4.7 - Temporary Transfers. The City shall have the right to temporarily transfer the employees irrespective of their seniority status from one job classification to another within the bargaining unit to cover for employees who are absent from work due to illness, accident, vacation or leaves of absence for the period of such absences. The City shall also have the right to temporarily transfer employees irrespective of their seniority status to fill jobs or temporary vacancies or take care of unusual conditions or situations which may arise. Such transfers shall be for the convenience of the City and, therefore, not result in the reduction of an employee's regular rate. If transferred to a higher paying classification for more than one (1) hour, the employee shall receive the higher rate as if promoted to that classification.

(a) Employees may be offered, but shall not be required, to accept a temporary transfer from the Operations Department to the Maintenance Department.

(b) After returning to their former position, the employee shall receive the wage rate currently in effect for that position.

(c) If such temporary transfer will exceed sixty (60) days, the City will notify the union and meet to discuss the anticipated duration of the temporary transfer.

ARTICLE 5 - SUSPENSION AND DISCHARGE CASES

Section 5.1 - Suspensions and Discharges. In the event an employee under the jurisdiction of the Union shall be suspended from work for disciplinary reasons or is discharged from his employment after the date hereof and he believes he has been unjustly suspended or discharged, such suspension or discharge shall constitute a case arising under the Grievance Procedure. The grievance must be in writing and be presented to the Director of Employee Relations or the City's designee within (5) regularly scheduled working days after the Union receives written notice of such discharge or suspension. Such grievance shall be processed starting at the Third Step of the Grievance Procedure.

(a) The City will notify a Ranking Union Officer or steward and make available a place for the employee and the Union representative to meet and discuss any disciplinary action which involves a suspension or discharge before the employee is required to leave the City's property, if a steward or Ranking Union Officer is working the same shift.

(b) When imposing discipline based upon a current event, the City agrees not to take into consideration more than one (1) year before the current event, or falsification of employment application that occurred more than two (2) years before the current event, unless the infraction or falsification directly relates to the current cause.

(c) When given a suspension of more than one (1) day, an employee may select whether to serve the suspension all in one week or spread the suspension over a number of weeks unless otherwise determined by the City.

(d) An employee infraction or rule/policy violation will be considered null and void if the Union is not notified of an investigation within ten (10) administrative working days after the City has knowledge of the violation. City investigations will be completed within a reasonable period of time. Failure of the City to take timely action on an employee infraction or rule/policy violation will not set precedent in future cases. Additionally, such violations will not become part of an employee's record.

Section 5.2 - Reinstatement. In the event it should be decided under the grievance procedure that the employee was unjustly suspended or discharged, the City shall reinstate such employee and pay full compensation, partial or no compensation, as may be decided under the grievance procedure, which compensation, if any, shall be at the rate of the employee's regular rate of pay at the time of such suspension or discharge less any additional compensation he may have earned at other employment during such period and any unemployment compensation benefits paid for such period.

ARTICLE 6 - LEAVES OF ABSENCE

Section 6.1 - Personal Leave. The City through the Director of Employee Relations may, but shall not be obligated to, grant a leave of absence for personal reasons of not to exceed thirty (30) calendar days without pay and without loss of accrued seniority to an employee who has completed his probationary period.

(a) An employee whose spouse or children undergoes a prolonged illness that medically requires the employee's presence on a full-time basis shall be granted a leave of absence without pay for a period of not to exceed one (1) year.

Section 6.2 - Medical Leave: An employee who, because of illness, pregnancy or accident, is physically unable to work shall, upon request, be given a leave of absence without pay for the duration of such disability, provided: (1) that he promptly notifies the City of the necessity thereof; (2) that he supplies the City with a certificate from a medical/osteopathic doctor of the

necessity for the leave and the continuation thereof when the same is requested by the City; and, (3) that such leave of absence shall not exceed two (2) years. Effective November 1, 2008, a medical leave of absence pursuant to this section shall not exceed one (1) year.

(a) Employees who, due to health impairment, are unable to perform all of their regular duties may be given such other type of work as is available that they are capable of performing in conformity with the wages and physical condition governing each such individual impairment. Each of these assignments shall be determined by the City with consultation of medical doctors and the Union.

Section 6.3 - Military Field Training Leave. Leaves of absence shall be granted to employees who are active in the National Guard or a branch of the Armed Forces Reserve for the purpose of fulfilling their annual field training obligations. Applications for leaves of absence for such purpose must be made as soon as possible after the employee's receipt of his orders. Employees who are ordered to report for annual field training hereunder and who present evidence that they reported for and fulfilled such obligation, upon presenting evidence as to the amount of compensation received from the Government shall be paid the difference, if any, between what they received in the form of pay therefore, and what they would have received from the City had they worked during such period. The compensation thus paid by the City shall not exceed the difference in pay for a period of two (2) weeks (ten regularly scheduled working days) in any one calendar year and shall not be charged against earned vacation.

Section 6.4 - Military Service Leave. A permanent, full-time employee who enters the military service under the Universal Military Training and Service Act, as amended, or who shall enlist in the military service for up to a four- year enlistment shall be granted a leave of absence and subsequent re-employment rights shall be in accordance with all applicable provisions and limitations of the applicable laws then effective.

(a) Employees will be paid for unused vacation but will not be paid for vacation on a prorated basis unless the employee quits. Upon return from military leave he will continue to earn vacation as he had in the past.

Section 6.5 - Union Business Leave: Employees who are elected or selected by the Union to attend functions of the International Union, such as conventions and educational conferences, shall be allowed time off without pay to attend such conventions or conferences. Notice must be made to the supervisor at least seven (7) working days prior to the start of the meeting.

(a) No more than two (2) employees, (one of whom may be a mechanic) shall be excused from work for this purpose at any one time, and then on the condition that they can be spared from their work at the time requested. The period of time off for this purpose shall not exceed twenty-four (24) work days per year.

Section 6.6 - Jury Duty Leave. Permanent, full-time employees shall be granted leaves of absence for required jury duty. Such employees shall receive that portion of their regular compensation which will, together with their jury pay or fees, equal their total compensation. The time spent on jury duty shall not be counted as time worked in computing overtime. An employee excused from jury duty during regular working hours shall report to his supervisor immediately.

(a) Employees shall notify their supervisor as soon as possible after receiving notice to report for jury duty. The employee will be responsible for insuring that a report of jury duty and pay form is completed by the Clerk of the Court each week so the City will be able to determine the amount of compensation due for the period involved.

Section 6.7 - Funeral Leave: Employees shall receive the amount of pay they would have received on a regular eight (8) hour straight time basis for each day necessarily lost from regularly scheduled duty, not to exceed three (3) days, to make arrangements for and attend the funeral of a member of their immediate family. This payment shall not be made for any of such three (3) days on which the employee for any other reason would have been absent from work. Such paid funeral leave shall not extend beyond the day following the funeral, and to be eligible for such pay, the employee must notify the City as soon as possible of the necessity for such absence, must attend the funeral and, if requested by the City, must present proof of death.

(a) Immediate family is to be defined as: current spouse, children, stepchild who has resided with the employee for a period of six (6) months), brother, sister, mother, father, mother-in-law, father-in-law, grandmother or grandfather.

(b) The Union President, or other Ranking Union Officer, shall be allowed one (1) day of paid funeral leave in the event of death of a bargaining unit employee for the exclusive purpose of attending the funeral.

(c) Should an employee require additional time off beyond that which is contractually determined for funeral leave, he may request up to three (3) additional days of unpaid leave, with the decision to grant such leave request being at the City's discretion.

(d) In the event of the death of an employee's brother-in-law, sister-in-law, grandchild, or step-parent, the employee shall be paid for the time necessarily lost from regularly scheduled work in order to attend the funeral, up to a maximum of eight (8) straight time hours.

ARTICLE 7 - SICKNESS AND ACCIDENT

Section 7.1 - Sick Leave Program. The following sick leave program shall be in effect, subject to the provisions of the insurance policy:

(a) If accidental bodily injury shall be sustained by an employee while insured hereunder and shall, from the date of the accident, directly and independently of all other causes, result in the total disability of such employee, the City will pay periodically, commencing with the first day of such continuous disability, a weekly indemnity at the rate of the weekly indemnity for which such employee is insured for the period of such disability, but not to exceed twenty-six (26) weeks for any one accident. For each day of any such period of disability for which a weekly indemnity is payable and which is less than a full week, the City will pay a one-seventh (1/7th) part of the weekly indemnity for which such employee is insured.

(b) An employee shall not be insured for and no weekly indemnity shall be payable for any disability:

1. for which the employee is not regularly treated by a legally qualified physician;

2. resulting from intentionally self- inflicted injury or attempted self-destruction;

3. resulting from injury sustained as a result of war, declared or undeclared, or any incident thereto or engaging in a riot;

4. resulting from injury sustained while doing any act or thing pertaining to any occupation or employment for remuneration or profit.

(c) If sickness or pregnancy shall cause total disability, and if such disability begins while the employee is insured hereunder, the City will pay periodically, commencing with the eighth (8th) day of such disability, a weekly indemnity at the rate of the weekly indemnity for which such employee is insured for the period of such continuous disability, but not to exceed twenty-six (26) weeks for any one sickness. If the disability continues for more than ten (10) consecutive work days (Monday through Saturday), compensation shall be computed from the first day of disability. For each day of any such period of disability for which a weekly indemnity is payable and which is less than a full week, the City will pay a one-seventh (1/7th) part of the weekly indemnity for which the employee is insured.

(d) An employee shall not be insured for and no weekly indemnity shall be payable for any disability:

1. for which the employee is not regularly treated by a legally qualified physician;

2. resulting from sickness contracted as a result of war, declared or undeclared, or any act, incident thereto, or engaging in a riot;

3. for which the employee is entitled to indemnity in accordance with the provisions of any Worker's Compensation or Occupational Disease Act or similar law.

(e) Payment shall not be made under both the weekly indemnity accident insurance and the weekly indemnity sickness insurance provisions of any day of disability.

(f) Successive periods of disability, whether under the weekly indemnity accident insurance or under the weekly indemnity sickness insurance, will be considered due to one (1) accident or sickness, unless the successive periods are separated by the employee's return to full-time, active work with the City for at least six (6) full months.

(g) Total disability, as used herein, shall mean:

1. complete inability of the insured employee to perform any of the duties of his regular occupation or employment during the first twenty-four (24) months of continuous disability, after the elimination period and not engaged in any other substantially gainful employment or occupation, and thereafter -

2. complete inability to perform any of the duties of any gainful occupation or employment for which he is or may reasonably become qualified for by reason of education, training or experience.

(h) The weekly indemnity benefit begins with the first day of disability due to an accident and the eighth day due to a sickness or pregnancy, and shall equal seventy percent (70%) of the employee's weekly earnings based on a forty (40) hour week.

The above benefits shall be for a maximum period of twenty-six (26) weeks and may be provided by the City through a self-insurance program.

ARTICLE 8 - HOURS OF WORK

Section 8.1- Pay Day. The pay day shall be on Friday for all work performed during the preceding work week.

Section 8.2 - Normal Work Week. The normal work week for full-time permanent employees shall consist of forty (40) hours, Sunday through Saturday, both inclusive. However, this shall not be construed as a guarantee of forty (40) hours of work or pay. For the purpose of this Agreement, the work week shall begin at midnight Saturday night and the day shall be the calendar days.

Section 8.3 - Lunch Period. As currently provided, Operators and Dispatchers will receive a paid lunch break of thirty (30) minutes to be taken as scheduled. During such lunch period the Operator or Dispatcher shall be relieved from duty and the time shall not be considered hours worked for calculating overtime payments.

(a) If such operator is not allowed to take a lunch break, he shall receive pay for the additional thirty (30) minutes of work without being required to remain at the garage at the end of his scheduled shift.

(b) In the event that an Operator works twelve (12) or more consecutive hours he or she shall receive an additional paid lunch break of thirty (30) minutes. Operators who have a one-hour lunch are excluded from this provision.

Section 8.4 - Break Period. Mechanics and maintenance men shall be entitled to a fifteen (15) minute break period at or near the midpoint of the first half of their shift and a fifteen (15) minute break period at or near the midpoint of the second half of their shift. Such breaks may be taken as a continuous thirty (30) minute break, with the permission of the City. It is understood and agreed that the timing of the break periods may vary depending upon the nature of the work being performed by the employee at the time, it being recognized that under certain conditions it will be impossible for employees to take a break period until the urgent aspect of the job then being performed has been completed. It is also understood and agreed that City vehicles are not to be used for purposes of traveling to or from any location for coffee breaks, except as specifically authorized by an employee's supervisor.

(a) Employees shall be required to be ready to start at the start of their shift and shall be required to remain at work until the end of their shift.

Section 8.5 – Run Selection. A general selection of full-time runs and positions shall take place the first week of the months of September, December, March, and June. General assignments may be held at other times whenever, in the judgment of the City, changes in schedules or runs require them; changes in schedules or runs affect the hours of work and compensation of operators to their disadvantage; or, a regularly assigned run is available for reassignment by reason of resignation, death, or other cause. Selection of days off and runs shall be according to length of continuous service as a full-time permanent operator. When selections are made, all positions on the spareboard must be filled.

Section 8.6 - Extra Board Assignment. All extra board work shall be posted on the extra board for assignment to full-time permanent operators who have selected and are assigned to the extra board. All extra board work which shall be required to be performed by full-time permanent operators assigned to the extra board shall be divided as equally as possible among such operators. Any operator who is called in to protect the board or do extra work shall be guaranteed one (1) hours work at time and one-half and, in case one (1) hours work is not provided, he shall be paid one (1) hours time at time and one-half. Any full-time permanent operator not assigned

to the extra board who is called in on his day off shall be guaranteed at least three (3) hours work or shall be paid for the full three (3) hours.

(a) The first-up man protecting the board shall be paid for one and one-half (1-1/2) hours provided he does not get a run. The operator who is first-up must keep the Dispatcher informed where he can be reached by telephone throughout the work day and must accept work when offered. When the person first-up is assigned to work, the next person in line becomes first-up and must, therefore, remain available by telephone and accept work when offered.

(b) If the extra board is exhausted and the work cannot be covered by employees on duty on that day, the available work shall be offered on the basis of seniority among operators who are off-duty on that day. If none of the operators volunteer for the assignment, then it must be accepted by the employee with the least amount of seniority, among such off-duty employees, who is able to satisfactorily perform the available work.

(c) Full-time permanent operators assigned to the extra board shall be guaranteed a minimum of thirty-eight (38) hours of work or pay during each week, provided that they timely report for scheduled work on each day of the work week.

(d) Once an employee assigned to the extra board has worked or been compensated for forty (40) hours during a week, the City may, but shall not be obligated to, assign additional work to the employee. If an additional extra board employee is assigned, the assignment shall first be made to other extra board employees who have not been compensated for forty (40) hours.

(e) The board and rotation procedures (dated 2/25/03, revised 3/17/03) found in the Operators and Dispatchers Handbook, though not a part of the labor agreement, will be an appendix to the labor agreement. The procedures may be a subject of negotiation brought by either party; however, if an agreement cannot be reached, the procedure will remain as in the Handbook. The parties recognize that violations of the board and rotation policy are subject to the grievance procedure.

Section 8.7 - Extra Work for Regular Run Operators. A six-day rotating extra board shall be maintained. Operators having regular (five-day) runs shall have the privilege, if requested by the City, of working twelve (12) extra days each year, to be distributed through the year on the basis of one (1) extra day in each month, as nearly as may be, provided that notice shall be given by the operator to the City at the time of each general run assignment to the effect that he does, or does not wish to work such extra days. Any operator missing a scheduled sixth (6th) day through proven illness will be given another sixth (6th) day as soon as possible, but within three (3) months.

(a) The City's intention of accommodating those requesting employees each month shall be deemed satisfied if the employee turns down the first assignment offered during a non-holiday week.

Section 8.8 - Mechanic Assignments.

(a) Mechanics may bid for shifts on the basis of seniority.

(b) Shift bids shall take place the first week of the months of September, December, March, and June.

(c) The City maintains the right to determine the starting times of shifts and the number and class of mechanics on each shift. The City maintains the right to alter shift

assignments for training of mechanics. Training periods shall not exceed thirty (30) days once an employee in a mechanic classification completes their probationary period.

Section 8.9 – Dispatcher and Utility Worker Assignments. The general assignment of Dispatchers and Utility Workers shall take place the first week of the months of September, December, March, and June. General assignments may be held at other times whenever service changes or personnel changes may require. Selection of shifts shall be according to classification seniority.

ARTICLE 9 - WAGES

Section 9.1 - Wage Rates. The job classifications and applicable hourly rates of pay thereof are set forth in Appendix "A" attached hereto and by this reference made a part hereof.

Section 9.2 - Overtime Pay. Time and one-half the employee's regular rate of pay will be paid for all hours worked in excess of forty (40) hours per week. Time shall be calculated and paid in one-tenths (1/10ths) of an hour.

(a) Spread Time - Any time worked over twelve (12) hours on split runs shall be paid at time and one-half instead of at the employee's regular hourly rate. It shall begin from the time signed in until the time duty ends and applied to all employees on runs and trippers.

(b) Mandatory Meetings - Employees who attend mandatory meetings during nonwork hours shall be paid at time and one-half the employee's regular rate of pay.

Section 9.3 - Overtime. Except in cases of emergency, the City will endeavor to give the employees involved at least two (2) hours notice of available overtime. Emergency overtime shall be mandatory. Operators: the City will endeavor to equalize the opportunity for overtime work among full-time permanent operators assigned to full-time runs. Such operators may elect, by filing written notice to the supervisor, not to work non-scheduled overtime and shall not be called in to work non-scheduled overtime unless called for emergency overtime. Mechanics: the City will endeavor to equalize the opportunity for overtime work among full-time permanent mechanics within the job classifications wherein the work occurs who are capable of satisfactorily performing the required work.

A master list for overtime shall be kept in each department listing all employees by seniority and job classification. Call in for non-scheduled overtime shall be noted on this master list. If an attempt is made to contact an employee for non-scheduled overtime and the employee either elects not to report or cannot be contacted, the employee shall be reported on this overtime master list as having worked overtime.

Section 9.4 - Commercial Driver's License (CDL). The City agrees to pay the cost of renewal of a commercial driver's license for Operators and any renewals or updates to licenses or certification required for mechanics. All operators, mechanics, and utility workers must possess a valid operator's/CDL license on their person while on duty. Management reserves the right to spot check for licenses. Any employee found not in compliance with this provision shall immediately be relieved from duty until a valid operator's/CDL license is produced. All operators must comply with CDL regulations as promulgated by the State of Michigan, including DOT approved physical examinations. The City reserves the right to require all operators to receive the DOT approved physical every two years. The City will cover the cost of the DOT physical. If an operator does not receive a two year certification and additional physicals are required, the city will cover 50% of the cost of those physicals. In addition, the City will pay

employees for time spent in receiving the DOT physical and for time spent for a CDL drug screen test.

Section 9.5 - New or Altered Job Classifications. When the City makes a change to a job description, a copy of the changes will be forwarded to the union. When and if the City creates a new job classification or effects a significant alteration of the job content of an existing job classification within the bargaining unit, it shall set the rate of pay therefore, establish or amend the job description and meet with the Union to discuss the matter. If after meeting on the matter a mutually acceptable agreement cannot be negotiated, the Union may file a written grievance with respect to the rate of pay established starting at the Second Step of the grievance procedure, provided that a grievance is filed within thirty (30) calendar days after the date of the first meeting with the Union on the matter. If, as a result, a different rate of pay is established, the different rate of pay shall become effective as of the date the job classification was created or changed.

Section 9.6 - Dispatchers. Employees assigned as Dispatchers shall coordinate the work of operators by scheduling of operator hours, whether mandatory or regular and work with operators in order to insure compliance with operational procedures. The City shall have the right to cross train up to three (3) operators to fill in when a full-time Dispatcher is absent. Employees who are cross-trained as Dispatchers, including those selected as Dispatchers, retain their cross-trained status for a period of five (5) years from the end of their training. At the conclusion of the five-year period, employees may request to have their cross-trained status removed. Requests must be in writing and given sixty (60) days in advance of the date the employee wishes to change status. The City reserves the right to avail itself of the employee's cross-trained status until such time as another employee is cross-trained. Within two weeks of the expiration of the 60 days, the City will either have posted the taking of bids for the vacancy or will advise the union that the position will be not be filled. Employees assigned as Dispatchers shall coordinate the work of operators by scheduling of operator hours, whether mandatory or regular and work with operators in order to insure compliance with operational procedures. Dispatchers shall not have the authority to discipline employees nor can they effectively recommend such action, but shall advise the City of rule violations that have been discussed with operators. A Dispatcher may be removed at any time when, in the City's judgment, the employee so assigned is not properly performing the function.

During the first four (4) months as a Dispatcher, an employee can be reassigned to an operator's position upon their request. After four (4) months, employees are restricted from bidding out or being removed at their request until they have completed two (2) years in the Dispatcher classification.

Section 9.7 - Maintenance Department Call-In Pay. A Maintenance Department employee who is called in to perform work at a time other than that for which he had previously been scheduled shall be paid at his applicable hourly rate of pay for all hours actually worked with a guaranteed minimum of three (3) hours of work or pay at his applicable hourly rate. Effective March 2, 2010, the guaranteed minimum pay is 1 ½ (1.5) hours of work or pay at the employee's applicable hourly rate. This provision does not apply to employees who were previously scheduled to start work prior to their regular staring time or who may be held over after their regular quitting time, nor shall it apply to employees who are called in for periods of less than three (3) hours prior to the start of their shift but who continue to work their regular shift thereafter.

Section 9.8 - Attendance Incentive. Both parties agree to the implementation of an incentive program to encourage and reward continuous, dedicated attendance on the part of the employee.

In the interest of fairness, it is agreed that the employees will not lose their rights to attendance incentive unless they do not appear at the designated run start time. Although tardiness at the show-up time is in violation of the established Attendance Policy and subject to appropriate discipline, the incentive will not be lost for the five (5) minute grace period. It is the responsibility of the employee to ring in on the clock as the official record of their arrival for work.

To qualify for the attendance incentive, an employee must appear for each scheduled day of work during the incentive period and must report at the designated run start time. An employee shall not be penalized during the incentive period for granted leaves of absence under the following contractual provisions:

Article 6	Section 6.3	(Military Field Training);
Article 6	Section 6.5	(Union Business Leave);
Article 6	Section 6.6	(Jury Duty Leave);
Article 6	Section 6.7	(Funeral Leave);
Article 11	Section 11.1	(Holidays);
Article 12	Section 12.2	(Vacation).

Additionally, an employee is allowed two book-offs between November 1 and April 30 and between May 1 and October 31, provided the employee presents documentation from a medical/osteopathic doctor of the necessity for the time off and further provided that the book-off does not result in points being assessed under the terms of the Attendance Policy.

The incentive period shall begin November 1 and continue through October 31 of the following year. The attendance incentive shall equal eight (8) hours of compensatory time every six months. An employee earning all incentives for the incentive period shall receive an additional eight (8) hours of compensatory time. The maximum incentive that an employee can earn during any incentive period shall be twenty-four hours of compensatory time. Incentives shall be earned on April 30 and October 31 of each calendar year. The City will credit the employee's compensatory time bank with any incentives earned on November 1 of each calendar year. The amount of time credited to the employee's compensatory time bank must be used by October 31 of the following calendar year or the time is lost.

Section 9.9 – Direct Deposit. All employees are required to have direct deposit of their entire pay. Employees must make arrangements for direct deposit of their entire pay on or before March 1, 2005.

ARTICLE 10 - INSURANCE

Section 10.1 - Health Insurance. The City shall provide each full-time employee the option of selecting one of the following health plans:

PLAN I: BC/BSM comprehensive major medical plan (or equivalent) with the following benefits:

Benefit: $1,000,000 lifetime coverage

Deductible: $100/person, $200/family

Prescription drug: $15/30/ co-pay. Effective 7-1-07, the prescription drug program will be modified by adding the MOPD 2x and the Rx-90-2x riders. These two programs

allow the employee to purchase three prescriptions, either through mail order or at the retail pharmacy level, for two drug co-pays.

Coinsurance: Insurance pays 90% of first $5,000 in expenses after deductible, 100% thereafter.

Charges: pays based on reasonable and customary charges as defined by the carrier.

The above plan is not available for employees hired on or after 1/1/2010.

PLAN II: Blue Choice PPO

PLAN III: Community Blue PPO II

PLAN IIII: Health Maintenance Organization:

Provided coverage is available, the Health Maintenance Organization (HMO) service

shall be an alternative choice to the services provided in Plan I. The HMO coverage has been adjusted by adding a provision requiring a 25 percent copayment on all hospital- billed charges up to a maximum copayment of $250 per individual and $500 per family per calendar year.

Under all plans, the City agrees to pay the premium for eligible employees and their dependents. Effective with the first pay period of 1995, and throughout the life of this agreement, employees shall contribute via payroll deduction $2.00 per week towards the health insurance premium. This $2.00 contribution is in addition to any contribution required for Plan II as outlined in this paragraph. Effective 6/1/05, the premium co-pay will increase to $6.25 per week. This co-pay is the minimum employee contribution. The City uses a composite rate to charge departments the cost of employee health care. The current composite rate (7/1/03) of $805 per month becomes the base for future premium co-pay increases. Employees shall pay 10% of any increase above $805 per month, based on the new composite rate. Adjustment to the employee contribution would be made each year on the first of July. The maximum employee contribution under this formula is $55 per month. Effective July 2, 2010, the maximum employee contribution increases to $65 per month.

The maximum premium contribution by the City coverage shall be limited to the monthly premium paid under Plan I. Any premium in excess of this amount shall be paid by the employee via payroll deduction. If for any pay period there are insufficient wages due and payable to the employee to cover the premium to be withheld, the employee must submit the appropriate amount directly to the City no later than the end of the calendar month when the premium is due.

The City agrees to continue to provide health insurance benefits for the period of time that an employee is receiving sickness and accident benefits. Effective November 1, 2008, employees on an unpaid leave of absence, suspension, or lay off, shall continue to have their insurance benefits (health, dental, and life) paid by the City for the first sixty (60) calendar days. After sixty (60) days, an employee may continue the insurance benefits in effect, to the extent allowed by the insurance companies, by paying in advance the monthly premium to the City. Employees receiving sickness and accident benefits or workers disability compensation benefits shall receive insurance benefits paid by the City for the period of time they are compensated pursuant to those benefits or twelve (12) months, whichever occurs first.

The City agrees to offer employees the opportunity to renew their health insurance coverage each fiscal year, and to choose Plan I or Plan II as their health insurance provider.

It is understood and agreed that Union members may, to the extent allowed by the insurance carrier, have the option, upon retirement, to continue the hospitalization plan in effect at the time of retirement, subject to the following limitations:

(1) The employee shall pay the cost of continuing the plan, which shall not exceed the group monthly rate of the City for the equal coverage of a current employee.

(2) The City reserves the right to modify the hospitalization plan provided to retirees to reflect the identical coverage provided to active employees.

Upon retirement with a benefit payable, the City agrees to contribute to the cost of continuing the "employee only" health insurance and the cost of the Medicare supplement an amount not exceeding $200 (employees retiring on or after 12/07/04). This benefit is only available to employees hired on or before January 1, 2010. If the retiree has dependents, the City agrees to contribute to the cost of health care benefits according to the following schedule:

Employee: $120 Dependent: $80.00

For all employees hired after 6/1/98, upon retirement to receive full payable retiree health benefits, he/she must have at least 15 years of service. Above said employees retiring with at least 10 years of service shall be eligible for a 75% payable health benefit and above said employees retiring with between 10 years and 15 years shall be prorated (i.e., 11 years = 80% benefit; 12 years = 85% benefit, etc.).

If the employee's dependent(s) die, the City agrees to contribute to the cost of continuing the "employee only" health insurance benefit as previously described in this Agreement.

Should the retiree die, the surviving spouse will be able to continue the City's plan provided the surviving spouse assumes the difference in cost for the applicable coverage of the surviving spouse's age group.

Section 10.2. Dental Insurance. The City agrees to pay the premium for dental insurance for employees and their eligible dependents. The plan shall be the Delta Dental of Michigan traditional 80/20 plan (or equivalent), with the following benefits:

Deductible: no deductible on Diagnostic, Preventive or Emergency Palliative (Class I)

$25.00 per person on balance of Class II and Class III benefits

Benefit: $1,500 annual maximum contract benefit per person for Class I, II and III benefits

Orthodontics: 50% co-pay on Class IV benefits, with lifetime maximum of $1,000 per eligible person

Charges: pays based on usual, customary, and reasonable as determined by the insurance carrier

Employees newly-hired by the City shall receive coverage effective the first day after completing six (6) months of service with the City.

Section 10.3. Life Insurance. The City agrees to pay the premium for term life insurance, with an accidental death and dismemberment rider, for each eligible employee. The amount of insurance shall equal one times the employee's base annual salary, rounded up to the next thousandth dollar. The City shall also provide, at no cost to the employee, term life insurance for an eligible employee's spouse and dependents. Spousal coverage shall equal $2,000; dependent coverage shall be $1,000 per dependent.

Section 10.4. - Conditions of Insurance Coverage. Insurance provided under Sections 1 through 3 above shall be subject to conditions imposed by the various insurance carriers. The City's responsibility under this Article is limited solely to the payment of necessary premiums to purchase the insurance described in Section 1 through 3 of this Article. The City agrees to maintain the level of City-paid group insurance benefits as outlined in this Article during the life of this agreement.

Section 10.5. Public Employee Liability Insurance. The City shall defend and indemnify employees pursuant to the terms of Resolution No. 186 of 1980, adopted by the Battle Creek City Commission on July 1, 1980. The Resolution states that it is the policy of the City of Battle Creek to defend and indemnify employees from any claims, liabilities, costs, judgments or settlements which said employees shall be legally obligated to pay as a result of actions taken, or not taken, while acting in the course of their employment or in the performance of their duties and while acting in the scope of their authority, to the extent not covered by insurance.

ARTICLE 11 - HOLIDAYS

Section 11.1 - Holidays. All permanent, full-time employees, after completion of the first 30 days of probation, shall be entitled to receive the following paid holidays, provided they qualify for such pay as set forth below:

Holidays:	New Year's Day
	Memorial Day
	Fourth of July
	Christmas Day
	Labor Day
	Thanksgiving Day
And the floating days of:	Martin Luther King's Birthday
	Presidents' Day
	Employee's Birthday
	Veteran's Day
	Day after Thanksgiving Day
	Christmas Eve Day
	Good Friday

(a) To qualify for pay hereunder, the employee must work the last work day before and the first work day after the holiday or the day of the holiday if scheduled.

(b) An employee shall receive eight (8) hours pay at his regular straight-time as holiday pay.

(c) In the event an employee is requested to work any of the above holidays, he shall receive, in addition to holiday pay, one and one-half (1-1/2) times his regular pay for each hour actually worked.

(d) Floating holidays: Employees shall have the option of either receiving pay for the floating holiday as outlined in Subparagraph (c) above or taking the floating holiday

as a paid eight (8) hour day off, in lieu of holiday pay. If the employee elects to take a paid eight (8) hour day off, the day taken off shall be scheduled at the mutual convenience of the City and the employee. A floating holiday must be used within one (1) year from the date it is earned.

(e) When an employee uses the birthday floating holiday, eight (8) hours will be deducted from the employee's vacation bank. If the employee's birthday occurs on another holiday, the birthday floating holiday shall be moved to the next scheduled working day. Payment options shall be the same as outlined in (d).

ARTICLE 12 - VACATIONS

Section 12.1 - Vacation Schedule. Employees are eligible for the vacation benefits outlined below provided the employee meets the following eligibility requirements:

(1) completed one (1) or more years of continuous service with the City since their last hiring date; and

(2) have worked not less than eighteen hundred (1800) hours during the anniversary year preceding their vacation update.

(a) Employees who, at the anniversary date of their employment, have completed one (1) but less than five (5) years of continuous employment since their last hiring date shall be entitled to 88 hours of vacation with pay.

(b) Employees who, at the anniversary date of their employment, have completed five (5) but less than ten (10) years of continuous employment since their last hiring date shall be entitled to 128 hours of vacation with pay.

(c) Employees who, at the anniversary date of their employment, have completed ten (10) but less than fifteen (15) years of continuous employment since their last hiring date shall be entitled to 168 hours of vacation with pay.

(d) Employees who, at the anniversary date of their employment, have completed fifteen (15) but less than twenty (20) years of continuous employment since their last hiring date shall be entitled to 208 hours of vacation with pay.

(e) Employees who, at the anniversary date of their employment have completed twenty (20) or more years of continuous employment since their last hiring date shall be entitled to 248 hours of vacation with pay.

Employees hired on or after 1/1/2010 shall receive vacation benefits in accordance with the following schedule:

(f) Six (6) months continuous service: 48 hours.

(g) One (1), but less than two (2) years of continuous service: 88 hours.

(h) Two (2), but less than seven (7) years of continuous service: 128 hours.

(i) Seven (7) but less than thirteen (13) years of continuous service: 168 hours.

(j) Thirteen (13) years or more of continuous service: 208 hours

Employees hired prior to January 1, 2010, may choose to transfer to the schedule set forth in Paragraphs f – j above. Employees desiring to transfer must due before their next anniversary date between January 1, 2010 and January 1, 2011. For those employees who transfer, the change will occur on their anniversary date. An employee's vacation transfer is irrevocable. Failure to make a selection will result in the employee remaining on the vacation schedule set forth in Paragraphs a – e above.

Employees working less than eighteen hundred (1800) hours during their anniversary year shall receive a pro rata vacation benefit based on actual hours worked in comparison with two thousand eighty (2080) hours, rounded upward to the nearest half day. (See Appendix B for example).

Section 12.2 - Vacation Pay. One (1) week of vacation pay shall equal forty (40) hours of pay at the employee's regular hourly rate.

Section 12.3 - Vacation Scheduling. Employees may take their vacations at any time between the anniversary date of their employment in the year in which the vacation has been earned and the end of the anniversary date of the following year. Each December 1, the City will post a vacation sign up list. This list will remain posted for 30 days and shall be for the purpose of allowing employees to select whole weeks of vacation. A maximum of two employees may sign up for any given week. Preference for vacation requests on this sign up list will be granted based upon seniority. After the posting of this list, vacation requests will be granted in the order that requests are received. Requests for whole weeks after the thirty day posting period can be made no earlier than 60 days and no later than five regularly scheduled work days in advance of the vacation request, and are subject to the City being able to spare the employee from work at the time requested. Requests for vacation less than a whole week after the 30 days posting period can be made no earlier than 60 days and no later than the day prior (before the posting of the next day's work assignment) in advance of the vacation request, and are subject to the City being able to spare the employee from work at the time requested.

(a) The City shall determine the number of employees who can be excused for vacation purposes at any one time.

(b) Vacation time off shall not be cumulative from year to year. However, vacation time may be carried over when an employee is not allowed to use vacation time due to the operational needs of the City. Vacation time that is carried over must be used within 90 days of an employee's anniversary. The maximum amount of time that may be carried over is 40 hours.

(c) A vacation may not be waived by an employee and extra pay received for work during that period. Additionally, effective November 1, 2009, the City will cease the practice of advancing pay for employees who are on vacation.

(d) When a non-floating holiday falls within the employee's scheduled vacation, the employee's vacation will be extended one day, continuous with the vacation, provided the employee notifies the Transit Manager at the time of submitting their vacation request.

Section 12.4 - Pay Upon Termination. If an employee who is otherwise eligible for a vacation with pay quits, retires or is discharged on or after the anniversary date of his employment upon which he qualified for such vacation with pay without having received the same, such employee will receive, along with his final paycheck, the vacation pay for which he qualified as of such anniversary date. If an employee quits with two (2) weeks' advance notice, retires or is discharged prior to the anniversary date upon which he would have qualified for a

vacation with pay, he shall receive that portion, on a pro-rata basis, of the vacation pay for which he would have qualified on such anniversary.

ARTICLE 13 - LONGEVITY

Section 13.1. The City agrees to a longevity pay program for employees hired on or before January 1, 2010, whereby it pays to all eligible employees, who qualify for such, the amount as set forth below:

(a) To those full-time permanent employees who, prior to December 1st of each year have completed seven (7) or more years of continuous service as employees of the City of Battle Creek, the City will grant, on the payday following said December 1st of each year, the sum of $375.

(b) To those full-time permanent employees who, prior to December 1st of each year have completed twelve (12) or more years of continuous service as employees of the City of Battle Creek, the City will grant, on the payday following said December 1st of each year, the sum of $675.

(c) To those full-time, permanent employees who, prior to December 1 of each year, have completed twenty (20) or more years of continuous service employed with the City of Battle Creek, the City will grant, on the payday following said December 1 of each year, the sum of $875.

(d) Any employee who terminates his employment for any reason after his employment anniversary date of any year shall receive, along with the final check, that amount of longevity to which he became entitled as of his employment anniversary date.

(e) Employees who have qualified for longevity pay shall, upon retirement, receive a pro rata share of their annual longevity as of the effective date of retirement for the year in which they retire. The pro rata share shall be equal to the number of complete months past their employment anniversary date and shall be payable on the last paycheck to the employee.

(f) Payment to the beneficiary of a deceased qualified employee of his longevity pay for the year in which the death occurred shall be made on the basis as payment to a retired employee.

(g) Since the transit system was taken over by the City on July 1, 1977, this is the earliest employment anniversary date possible for the purpose of calculating the longevity benefit.

ARTICLE 14 - PENSION PLAN

Section 14.1 - Pension Plan: Bargaining Unit employees are members of the Michigan Employees Retirement System (MERS). The pension plan includes the following benefits:

A. Effective January 1, 1997, for employees retiring on or after that date,the employee shall be covered by the following pension changes:

(a) Benefit Program FAC-3 for determining final average compensation;

(b) Benefit Program F-55/25;

(c) Employees retiring on or after June 1, 1998, shall be covered by the following pension change:

1. Benefit Program B-4

(d) All employees covered by this Collective Bargaining Agreement shall be required to contribute 2.5% of their gross earnings to the pension system. Contributions are made weekly.

B. Employees hired on or after March 2, 2010, shall be covered by the following pension plan:

(a) MERS Hybrid Plan, containing both a Defined Benefit (DB) and a Defined Contribution (DC) component.

(b) The DB component shall have a multiplier of 1.25 x years of service x FAC.

(c) Under the DC component, employees are required to contribute 2% of earnings for the plan year as a condition of participation in the plan. An employee may elect to contribute either 2.5% of earnings or 3% of earnings as a condition of participating in the plan. Employees shall not have the right to discontinue or reduce the rate of contribution after becoming a plan participant.

(d) The Hybrid Plan is subject to the conditions established in the MERS Uniform Hybrid DC component, Declaration of Trust, and Revised Uniform Hybrid Program Agreement adopted by the Battle Creek City Commission pursuant to Resolution 108 on March 16, 2010.

Section 14.2 – Final Average Compensation: The parties agree and understand that effective March 31, 2010, vacation pay offs at termination of employment shall no longer be included calculating an employee's final average compensation.

ARTICLE 15 - GENERAL

Section 15.1 - Rules and Regulations. It is understood that the City shall have the right to make such reasonable rules and regulations not in conflict with this Agreement as it may from time to time deem necessary for the purpose of maintaining discipline, order, efficient operations and service to the community.

Section 15.2 - Impaired Job Performance: An employee who is found to have intoxicating liquor and/or a controlled substance in their possession, or who, upon visual observation, is reasonably believed to be impaired in the performance of their duties due to the consumption of intoxicating liquor and/or a controlled substance, may be ordered by the City to submit to a chemical test to determine the presence of intoxicating liquor or controlled substances. Also, employees involved in any type of accident on the job where there is reason to believe the employee is impaired due to the consumption of intoxicating liquor and/or controlled substances, may be ordered by the City to submit to such chemical testing.

Chemical testing shall include the testing of an employee's breath, blood, or urine by accepted scientific measures conducted by a state licensed facility for said purpose.

During the initial contact with an employee who is reasonably believed to be impaired, a Condition of Employee Report shall be completed by the immediate supervisor at that time with a copy provided to the employee. A Union representative will be contacted and allowed to be

present when the City conducts the interview with the employee. Pursuant to FTA Regulations, the parties understand that the City cannot delay the start of the interview.

When the City requests that an employee submit to chemical testing, the City shall provide notice to the Union of the request. The results of such test will be provided to the union within the next business day of receipt of the test results, provided the employee signs a proper consent to release form.

The supervisor shall within twenty-four (24) hours after requesting that an employee submit to chemical testing, provide the Employee Relations Director with a written report outlining the "reasonable cause", which prompted the request that the employee submit to testing. If the employee is found not to be impaired, said employee shall be compensated at the applicable rate for all time spent in testing.

An employee who takes a chemical test shall be given reasonable opportunity to have a person of his own choosing administer one of the chemical tests herein provided within a reasonable time after the original test. The employee shall be responsible for obtaining and providing the City with the results of this chemical test analysis. Pursuant to FTA Regulations, the parties understand that only the testing of the split sample can impact FTA procedures after a positive test result.

If the chemical analysis of the employee's blood and/or urine established that the employee is to be considered to have been impaired from performing his regular duties and it is determined such impairment was not due to medical reason or prescribed medication the employee shall be subject to the disciplinary procedure as prescribed in the City's drug and alcohol testing program.

If a test is given, the results of such test shall be made available to the employee.

If a chemical analysis indicates the presence of alcohol, the following presumptions shall apply:

(a) Less than 0.02 –No Action

(b) 0.02 to 0.039 - The employee will not be allowed to return to duty until: (i) The employee's alcohol concentration measures less than 0.02, or (ii) the start of his/her next regularly scheduled shift, but not less than eight (8) hours following administration of the test.

(c) 0.04 and above - Positive test. The employee is out of service and subject to discharge.

The above presumptions shall not be construed as limiting the introduction of any other competent evidence bearing upon the question of whether an employee was impaired in the performance of their duties. Nor shall the above presumptions limit the right of the City to take disciplinary action against an employee for any rule violations that may have occurred.

Section 15.3 - Subcontracting. Nothing contained in this Agreement shall be construed to prohibit the City from subcontracting any public work which, in its judgment, it does not have the available manpower, proper equipment, capacity or ability to perform or cannot perform on an efficient or economical basis.

(a) Such subcontracting shall not be used to eliminate job positions and/or cause the laying off of personnel covered by this Agreement, except as provided above.

(b) The City shall agree to meet with the Union to discuss options and cost.

Section 15.4 - Uniforms. All employees will be required to wear uniforms while on duty, in accordance with specifications of the City, keeping them neat and clean for a good appearance.

The City will provide uniforms on an as needed basis at no cost to the employee as follows:

Operators:	5 shirts, 4 pants, and sweaters
Mechanics:	5 sets of pants and shirts
Utility Workers:	5 sets of pants and shirts

On a one-time occurrence, the City will provide each employee one winter parka.

The City will provide raingear in the store room for use by maintenance employees.

Section 15.5 - Safety Glasses. The City agrees to provide employees with safety glasses. It is understood and agreed that the employee is responsible for the cost of any eye examination. The City's obligation under this section is limited to providing one (1) pair of clear safety lenses and standard safety frames as needed, but not more often than once each year of this Agreement unless the lenses or frames are damaged while working for the City. The maximum benefit provided by the City shall be $75.00. This benefit will be increased to $85 on November 1, 2005.

Section 15.6 - Safety Shoes. All maintenance department employees must wear safety shoes while working for the City. The City agrees to contribute a specific amount once each year of this Agreement toward the cost of safety shoes purchased through the Personnel Office by an employee who has completed his probationary period. Such shoes shall be selected by the employee and the purchase price, less any contribution by the City, shall be deducted from the employee's pay. The City will contribute $75.00 towards the cost of shoes for both Maintenance Department personnel and Operators.

(a) The executive committee will meet with the City to decide the kinds of shoes which will be worn by operators. All operators **will** be required to wear the shoe or boot selected.

Section 15.7 - Spare-Board Operators. This is a full-time, forty-hour position. Spare-board operators shall continue to perform the same work as previously performed by spare board operators, that being the "extra-board" or "spare-board" work. Spare-board operators shall receive the same level of benefits, to include health, life and dental insurance, as regular operators. Spare-board operators shall also be eligible for paid holidays and shall receive paid vacation the same as regular operators. Spare-board operators shall be placed on the same vacation schedule and shall qualify for the same vacation benefits as regular coach operators. Pursuant to the provisions of Article 8, Sec. 8.6(c), Spare-board operators who timely report for scheduled work on each day of the work week shall be guaranteed a minimum of thirty-eight (38) hours of work or pay during each pay period. Spare-board operators shall be subject to all other contractual provisions, except as limited above.

ARTICLE 16 - WORK STOPPAGE

Section 16.1 - No Strike - No Lockout. The Union agrees, individually and collectively, not to strike, slowdown, engage in mass sick call, unlawful picketing, or in any other manner impede the full working efficiency of the City, including refusals to perform customarily assigned duties, including overtime. The City agrees that during the same period there shall be no lockouts. The Union shall neither cause nor counsel any or all of its members to engage in such acts. Such acts are hereby deemed illegal and a violation of this Agreement.

Section 16.2 - Discipline for Striking. Any and all of the employees who engage in any activity prohibited in this Article shall be subject to discharge. In the sole discretion of the City, the sole

question to be determined is whether the employee engaged in such prohibited activity. However, the question as to whether the employee's conduct actually was such as prescribed by this Section may be resolved through the grievance procedure.

Section 16.3 - Affirmative Action to Stop Strike. In the event of any strike, slowdown, unlawful picketing, mass sick call, interruption of work or interference with operations of the City prohibited in this Article, the City shall notify the Union thereof and the Union shall within twenty- four (24) hours in writing order all employees involved to return to work immediately and the Union agrees to take all reasonable, effective and affirmative action to secure the employees' return to work as promptly as possible.

ARTICLE 17 - SAVINGS

Section 17.1 - Amendments. This Agreement constitutes an entire agreement between the parties and no verbal statement shall supersede any of its provisions. The Agreement may not be amended, altered or added to, except by mutual consent of the parties in writing. All motions, resolutions, or ordinances heretofore adopted by the City which relate to employees covered by this Agreement shall remain in full force and effect, unless the same are inconsistent with a specific provision of this Agreement and in such event they are hereby superseded by this Agreement.

Section 17.2 - Entire Agreement. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make requests and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after exercise of that right and opportunity are set forth in this Agreement. The City and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waive the right and each agrees that the other shall not be obliged to bargain collectively with respect to any subject or matter referred to or covered by this Agreement, or with respect to any subject or matter not specifically referred to or covered by this Agreement, even though such subject or matter may not have been known or contemplated by either or both parties at the time they negotiated or signed this Agreement.

Section 17.3 - Gender Clause. The term "employee" or "employees" shall refer to a full-time employee or full- time employees whenever used, unless specifically provided otherwise. Reference to a masculine noun in this Agreement shall be interpreted to include the feminine, unless specifically provided otherwise.

Section 17.4 - Savings Clause. If, during the life of this Agreement, any of the provisions contained herein are held to be invalid by operation of law or by any tribunal of competent jurisdiction or if compliance with or enforcement of any provisions should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement shall not be affected thereby. In the event any provision herein contained is so rendered invalid, upon written request by either party hereto, the City and the Union shall enter into collective bargaining for the purpose of negotiating a mutually satisfactory replacement for such provision.

ARTICLE 18 - DURATION

Section 18.1: This Agreement shall cover the period starting November 1, 2009, and shall remain in full force and effect until the 1st day of November, 2010, and from year to year thereafter, unless either party hereto serves a written notice on the other at least sixty (60) calendar days prior to the expiration date of this Agreement or sixty (60) calendar days prior to the expiration of any subsequent automatic renewal period, of its intention to amend, modify or terminate this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on 26 day of April, 2010.

ATU, LOCAL 1251, AFL-CIO

Loren Antes, President
ATU

Pamela McMillon

Pam McMillion, Vice President
ATU

CITY OF BATTLE CREEK

Ken Tsuchiyama
City Manager

Russell W. Claggett
Employee Relations Director

James K. Ritsema
Assistant City Manager/Finance Director

Paul T. Engels
Human Resources Manager

APPENDIX A

Job Classification	Class Code	Year	Starting Rate	Completion of Probation	One Year Rate
Coach Operator	404	11/01/06	$14.423	$15.290	$16.157
		11/01/07	$14.567	$15.443	$16.318
		05/01/08	$14.713	$15.597	$16.482
		11/01/08	$15.007	$15.909	$16.811
		11/01/09	$15.007	$15.909	$16.811
Dispatcher	408	11/01/06	$16.609	$16.609	$16.609
		11/01/07	$16.775	$16.775	$16.775
		05/01/08	$16.942	$16.942	$16.942
		11/01/08	$17.281	$17.281	$17.281
		11/09/09	$17.281	$17.281	$17.281
Mechanic Class "~~C~~" B	506	11/01/06	$16.665	$17.655	$17.706
		11/01/07	$16.831	$17.832	$17.883
		05/01/08	$17.000	$18.010	$18.062
		11/01/08	$17.340	$18.370	$18.423
		11/01/09	$17.340	$18.370	$18.423
Mechanic Class "~~B~~" C	507	11/01/06	$17.371	$17.990	$18.690
		11/01/07	$17.544	$18.170	$18.877
		05/01/08	$17.720	$18.351	$19.066
		11/01/08	$18.074	$18.718	$19.447
		11/01/09	$18.074	$18.718	$19.447
Mechanic Class "A"	508	11/01/06	$17.990	$18.690	$19.391
		11/01/07	$18.170	$18.877	$19.585
		05/01/08	$18.351	$19.066	$19.781
		11/01/08	$18.718	$19.447	$20.177
		11/01/09	$18.718	$19.447	$20.177
Maintenance (Utility Workers)	450	11/01/06	$11.139	$11.515	$12.115
		11/01/07	$11.751	$12.130	$12.736
		05/01/08	$11.868	$12.251	$12.863
		11/01/08	$12.606	$12.996	$13.620
		11/01/09	$12.606	$12.996	$13.620

DEFINITIONS:

Class "C" Mechanic is an entry level position.

Class "B" Mechanic is an employee that can make all service and repairs to all equipment in a reasonable period of time with minimum supervision.

Class "A" Mechanic is an employee who is licensed by the State of Michigan as a Master Mechanic and fully experienced in all phases of bus maintenance, including overhaul of diesel engines.

All designations ("A", "B", "C") shall be made by the Supervisor of Maintenance with the concurrence of the Transit Manager.

APPENDIX "B"

The purpose of this appendix is to explain by example the provisions of Article XII, Vacations, Section 1, Proration of Vacation. In the following examples, assume that Employee "A" is a full-time employee entitled to three weeks (15 days) of vacation per year.

Example 1: In this example, Employee "A" works 1,040 hours during the year. Since this is less than the minimum 1800 hours, Employee "A's" vacation is prorated based on the number of hours actually worked in comparison with 2080 hours.

1040 hours is 50% of 2080 hours. Employee "A" is thus entitled to 50% of his normal vacation time. 50% of 15 days equals 7.5 days. In this example then, Employee "A" would be entitled to 7.5 days of vacation.

Example 2: In this example, Employee "A" works 1,623 hours. Again, since Employee "A" has not worked the minimum number of hours required for a full vacation benefit, his vacation benefit will be prorated under the terms of the contract.

1623 hours is 78.03% of 2080 hours. 78.03% of 15 days is 11.7 days. Since the contract states that the vacation benefit will be rounded upward to the nearest half day, 11.7 days is rounded up to 12 days. In this example then, Employee "A" is entitled to 12 days of vacation.

The mathematical formula for figuring proration of vacation benefit is as follows:

Actual number of hours worked 2,080 = percentage.

Percentage x vacation benefit (based on years of service) = number of days of prorated vacation.

The number of days should be rounded up to the nearest one-half day.