

# AGREEMENT

Between

CITY OF BATTLE CREEK

and

AMERICAN FEDERATION OF STATE, COUNTY AND  
MUNICIPAL EMPLOYEES, COUNCIL 25, AFL-CIO

and its

LOCAL UNION 1387

JULY 1, 2019

to

JUNE 30, 2024

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## AGREEMENT

THIS AGREEMENT entered into as of July 1, 2019, by and between the CITY OF BATTLE CREEK, hereinafter referred to as the "City", and the BATTLE CREEK MUNICIPAL EMPLOYEES, LOCAL 1387, MICHIGAN COUNCIL 25, AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO, hereinafter referred to as the "Union."

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, its employees and the Union. 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 services 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 1 -RECOGNITION

Section 1.1: 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 collective bargaining agency for all full-time and regular part-time permanent non-uniformed employees, except elected officials, department heads, assistant department heads, managerial employees, office clerical, technical and professional employees, confidential employees, transit employees and supervisors within the meaning of the Act.

(a) The City will not aide, promote or finance any labor group or organization which purports to engage in collective bargaining or make any agreement with any such group or organization for the purpose of undermining the Union.

Section 1.2: City's Rights. All rights to manage the City and 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 schedules 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 the City and shall not be deemed to exclude other rights of the City 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.

Section 1.3: Anti-discrimination. The City and the Union agree that for the duration of this Agreement neither shall discriminate against any employee because of race, color, creed, age, sex, height, weight, marital status, nationality, political belief or membership in the Union. Any complaint concerning discrimination shall not be the origin of a grievance. All such grievances

shall be referred by the Union to the appropriate administrative agency charged with statutory authority to administer the relevant Civil Rights Statutes.

Section 1.4: Representation. It is recognized that the principle of proportional representation which reflects the increase and decrease in the work force is a sound base for determining representation. It is understood and agreed that the employees covered by this Agreement shall be represented by stewards elected by the employees as per the following designations:

- a) Airport: One (1) Steward
- b) City Hall Signs/Signals: One (1) Steward
- c) Department of Public Works:
  - One (1) Steward Equipment Center
  - One (1) Steward Streets
  - One (1) Steward Verona Pumping Station
  - One (1) Steward Water
  - One (1) Steward Waste Water Treatment Plant
  - One (1) Steward Sewer

Additionally, the employees shall be represented by one (1) Chief Steward at the Second Step of the Grievance Procedure and a Grievance Committee consisting of the Union President, the Chief Steward and the Vice President at the Third Step of the Grievance Procedure. Such representatives shall not lose time or pay while meeting with the City during their working hours at the Second and Third Steps of the Grievance Procedure.

(a) It is agreed that all stewards must be employed in the group they represent, and, at the time of their designation as such, must have completed their probationary period.

(b) The President of the Union shall promptly notify the Personnel Office, in writing, of the names of the Chief Steward, stewards and alternate stewards and the areas each represents and will promptly notify the Personnel Office, in writing, of any changes or replacements thereof.

Section 1.5: Union Activity During Working Hours. The union agrees that, except as specifically provided by the specific terms and provisions of this Agreement, employees shall not be permitted to engage in any Union activity during working hours. Working hours shall exclude lunch and break periods.

(a) Stewards may, during their working hours, without loss of time or pay, meet with and present grievances to representatives of the City in accordance with the Grievance Procedure. In the event a steward wishes to be excused from work for this purpose, he shall notify his immediate supervisor. The steward shall be excused as soon as practicable, but if necessary and in those cases where a replacement is required, he must wait until such replacement is acquired.

(b) Stewards may, in appropriate circumstances when the matter in dispute cannot wait for the lunch or break periods, discuss a potential grievance with an employee, without loss of time or

pay, provided that permission is first obtained from the steward's immediate supervisor and the discussion does not exceed fifteen (15) minutes. Time may be extended by permission from the stewards/employee's immediate supervisor.

(c) Investigation of grievances that have been filed shall be restricted to non-working time whenever possible. In the event this is not possible, the steward shall request permission to conduct the investigation from his immediate supervisor. The steward shall be excused as soon as practicable, but if necessary and in those cases where a replacement is required, he must wait until such replacement is acquired. Such investigation shall be conducted without loss of time or pay, provided it is completed as quickly as possible and under no circumstances lasts more than twenty (20) minutes. Time may be extended by permission from the stewards/employee's immediate supervisor.

Section 1.6: Payroll Deduction. For those employees who properly execute payroll deduction authorization cards, the provisions of which must conform to the legal requirements imposed by the State and Federal Law and the amount uniformly required of all members, the City agrees to deduct from each week's paycheck the regular weekly Union dues in the amounts certified to the City by the Financial Secretary of the Local Union and forward the same to said Financial Secretary of the Local Union by the end of that month following such deductions.

Section 1.7: Indemnity Provision. The Union agrees to indemnify and save the City harmless from any and all claims, suits and all other forms of liability that may arise out of or by reason of the City's compliance with Sections 6 and 7 above.

Section 1.8: Employee Orientation. The City will allow the Local Union president or, if designated, the area steward an opportunity to meet with new bargaining unit members during the Employer's new employee orientation. The purpose of the meeting is to familiarize the new employee with provisions of this Collective Bargaining Agreement and the parties' rights and responsibilities. The meeting may take place in an appropriate private location at the worksite agreeable to the City. The City will allow this meeting to occur during working hours without loss of time or pay, provided the Union representative gives notification and receives approval of the immediate supervisor outside the bargaining unit, the meeting does not interfere with the work assignment of the Union representative or the new employee, and the meeting does not exceed a maximum time period of 30 minutes.

## ARTICLE 2 - SPECIAL CONFERENCES

Section 2.1: Special Conferences. Special conferences for important matters (not grievances) will be arranged between the Union President and the Director of Human resources 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 Local 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 from regularly scheduled work while attending such special conferences, but shall be responsible for notifying

their supervisor in advance of the need for them to attend such special conference. This meeting may be attended by a representative of the Council and/or a representative of the International Union.

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

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

### ARTICLE 3 - GRIEVANCE PROCEDURE

Section 3.1: Definition of Grievance. A grievance shall be defined as any dispute regarding the meaning, interpretation, application or alleged violation of the terms and provisions of this Agreement.

Section 3.2: Grievance Procedure. An employee who believes he has a grievance must submit his grievance orally to his immediate supervisor within two (2) regularly scheduled working days after the occurrence of the event upon which the grievance is based. The immediate supervisor shall give the grieving employee an oral answer within two (2) regularly scheduled working days after the grievance has been submitted to him. No more than the employee and the supervisor may be present at this meeting. 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, as provided below, be signed by the employee who is filing the grievance and his steward, and two (2) copies thereof must be presented to the supervisor designated for that purpose by the department head within five (5) regularly scheduled working days after the occurrence of the event upon which the grievance is based. The supervisor shall give a written answer setting forth the general reasons for the decision to the aggrieved employee within three (3) regularly scheduled working days after receipt of the written grievance. A copy of the written answer shall be given to the union steward.

(a) A grievance shall state (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.

SECOND STEP: If the grievance is not settled in writing in the First Step and it is to be appealed to the Second Step, the chief steward shall, within three (3) regularly scheduled working days after receipt of the City's First Step answer, deliver to the Director or other person designated by the City a brief statement of the reasons the First Step answer is being appealed. The City shall give the chief steward a written Second Step answer setting forth the general reasons for the decision within three (3) regularly scheduled working days after the grievance has been presented to the City.

THIRD STEP: If the grievance has not been settled in the Second Step and it is to be appealed, a statement of the general reasons for the appeal must be signed by the Union President and given to the Director of Human resources or the City Manager's designee within five (5) regularly scheduled working days after receipt by the chief steward of the City's Second Step

answer. A grievance reaching this step shall be considered at a meeting between the Union's Grievance Committee and the City's Grievance Committee. The meeting shall be held no later than ten (10) regularly scheduled working days from the time the grievance was taken to the third step. Upon request to the Human resources Director, the local may have a representative from AFSCME Council 25 present during the meeting. The Director of Human resources will give the Union President a Third Step answer within seven (7) regularly scheduled working days after such meeting which shall include the general reasons for the decision. The Union President shall not lose regular time when presenting grievances.

FOURTH STEP: If the grievance remains unresolved at the conclusion of the Third Step, the Union shall have the right to submit such grievance to binding arbitration provided written notice for submission to arbitration is made within twenty- five (25) calendar days after delivery of the Third Step answer to the Union President. Notice shall be made to the Director of Human resources or such person designated by the City. If the grievance has not been submitted to arbitration within the twenty-five (25) day period, it shall be considered as withdrawn by the Union. The selection of an arbitrator shall take place no less than forty-five (45) calendar days from the date the Employer receives written notice of the Local's intent to arbitrate the grievance.

Either the City or AFSCME, Council 25, may request a pre-arbitration meeting within thirty (30) calendar days of the notice of intent to arbitrate filed by the Union. If such request is honored by the other party, the meeting's purpose shall be to examine the grievance and possible resolutions. The parties may also use this meeting to select an arbitrator and/or possible arbitration dates.

The arbitrator shall conduct the arbitration hearing and other related matters in accordance with the rules and regulations of the American Arbitration Association. If an arbitrator cannot be selected from the panel of arbitrators, the Union has the right to submit the grievance for arbitration to the American Arbitration Association in accordance with its Voluntary Labor Arbitration Rules.

The following list of arbitrators shall be utilized: Mark Glazer, Peter Jason, and Patrick McDonald. Upon receipt of written notice of the request for submission to binding arbitration, the City shall meet with the Union for the purpose of selecting an arbitrator from the above list to hear the case. This meeting is to occur within ten (10) working days after receipt of the written request.

Upon submission of the case to pre-arbitration review, Council 25 will be notified of the arbitrator assigned to the case. Upon acceptance of the case by Council 25, the Council will notify the arbitrator of their assignment and request that hearing dates be submitted to both parties.

(a) The Arbitrator shall have no authority to add to, subtract from, disregard, alter or modify the provisions of this agreement. The Arbitrator's authority is limited solely to the interpretation and application of the specific provisions contained within this Agreement. However, nothing contained in this Agreement shall be construed to limit the authority of an Arbitrator in his or her own judgment to sustain, reverse, or modify an alleged unjust discharge that may reach this stage of the grievance procedure. The decision of the Arbitrator shall be final and binding on the Union, its members, the employee(s) involved and the City.

(b) The expenses and fees of the Arbitrator shall be shared equally by the City and the Union.

(c) The City's obligation to pay employees for time lost from scheduled work at arbitration hearings shall be as follows:

- (1) Union Officers. The Union's president, chief steward (or other steward who is involved in the case) and the grievant shall not suffer a loss of time or pay as a result of attending an arbitration hearing that occurs during their regularly-scheduled work hours. There shall be no payment for hours that are not otherwise scheduled to be worked.
- (2) The City shall have no responsibility to compensate any other witnesses of the Union who lose time from their regularly-scheduled work as a result of attending the arbitration hearing.
- (3) The time paid to individuals entitled to payment at an arbitration hearing shall include one-half (1/2) hour before the arbitration hearing and one-half (1/2) hour after the arbitration hearing in order to confer concerning the case, plus a reasonable amount of time for the employee(s) to travel from the location of the arbitration hearing back to the work site. In the event the arbitration hearing runs through the lunch period of the employees listed above without taking a lunch break, the length of time of the employees lunch break shall be added to the time excused from work after the arbitration hearing.
- (4) It is the responsibility of all witnesses at an arbitration hearing to notify their supervisor at least twenty-four (24) hours in advance of the arbitration hearing and to be excused by the supervisor for the purpose of attending the arbitration hearing. Such requested absences will not be unreasonably denied.

Section 3.3: Grievance Meetings. All grievance meetings under the provisions of this Article will commence not later than 12:00 noon.

Section 3.4: Time Limits. Time limits at any step of the Grievance Procedure may be extended only by mutual agreement in writing. 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. Neither party will unreasonably decline a request to extend the timeline to bring or respond to a grievance.

Section 3.5: Policy grievances. Grievance(s) on behalf of the entire department or the entire Union body shall be filed by the Chairman of the Union's Grievance Committee and shall be processed starting with the Second Step of the Grievance Procedure if it involves the department and/or at the Third Step of the Grievance Procedure if it involves the entire Union body, provided that the grievance is filed within five (5) regularly scheduled working days of the event upon which the grievance is based.

Section 3.6: Definition of Regularly Scheduled Working Days. When used in Articles 3 and 4, the phrase "regularly scheduled working days" shall mean calendar days excluding Saturdays, Sundays and days (except an employee's birthday) celebrated as holidays under this Agreement.

#### ARTICLE 4 -DISCHARGE AND SUSPENSIONS

Section 4.1: Discharge and Suspension Cases. 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, provided a written grievance with respect thereto is presented to the Director of Human resources or person designated by the City within three (3) regularly scheduled working days after the Union receives written notice of such suspension or within five (5) regularly scheduled working days after the Union receives written notice of such discharge.

(a) An employee shall have the right, upon request, to have his Steward present when he is meeting with the City to receive a suspension or discharge. In the absence of his Steward, the Union President, Vice President or Chief Steward shall act as the Union representative. The Union officer with the nearest proximity of the incident and available shall be called as the Union representative.

(b) Following the meeting outlined in (a) above, the City will upon request, make available a place for the employee and the Union representative to meet and discuss the suspension or discharge before the employee is required to leave the City's property.

(c) When imposing discipline based upon a current event, the City agrees not to take into consideration any prior infractions that occurred more than two (2) years before the current event.

Section 4.2: 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 such compensation as the employee may have earned at other employment during such period and any Unemployment Compensation Benefits paid for such period.

#### ARTICLE 5 - SENIORITY

Section 5.1: Definition of Service. Service shall be defined as bargaining unit member'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 to work at the direction of the City as a full-time or regular, part-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, PTO, suspensions or layoffs, except as hereinafter provided.

Section 5.2: 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. No time shall be deducted from an employee's

seniority due to absences occasioned by authorized leaves of absence, PTO, suspensions or layoffs, except as hereinafter provided.

(a) Regular, part-time permanent employees shall accrue seniority prorated in accordance with the hours worked each calendar year. This calculation shall be for the purpose of placement on the seniority list.

Section 5.3: Probationary Period. All new bargaining unit employees shall be probationary employees until they have completed six (6) 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 or part-time permanent employee status. During the probationary period, the employee shall have no seniority status and may be laid off or terminated, in the sole discretion of the City, without regard to the employee's relative length of service and without recourse to the grievance procedure. Upon notification to the Union president, the City may extend the probationary period up to an additional two (2) calendar months. An additional extension is allowed when a probationary employee has missed work because of illness or injury or other absence in excess of one week. At the conclusion of the probationary period, the employee's name will be added to the seniority list as of the employee's last hiring date.

Section 5.4: Seniority List. The City will maintain an up-to-date seniority list. The names of all employees who have completed their probationary periods shall be listed on the seniority list in order of their last hiring date starting with the senior employee at the top of the list and showing name, job title and date of hire. If two (2) or more employees have the same last hiring date, their names shall appear on the seniority list alphabetically by the first letter or letters of their last name. If two (2) or more employees have the same last name, the same procedure shall be followed with respect to their first name. A copy of the seniority list will be given to the Union President each three (3) months and posted in each department. The City agrees to provide, no more than twice per calendar year, upon written request from the Union, a seniority list including names and addresses of current bargaining unit members.

Section 5.5: Termination of Seniority. An employee's seniority shall be terminated:

- (a) if the employee quits or retires.
- (b) If the employee is discharged and the discharge is not reversed through the Grievance Procedure set forth in this Agreement.
- (c) If the employee 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 unless it was impossible for such notice to be given. After such absence, the City will send written notification to the employee at his last known address that he has lost his seniority and that his employment is terminated.
- (d) If, following a layoff, he fails or refuses to notify the City of his intention to return to work within three (3) regularly scheduled working days after written notice sent by certified mail of such recall is sent to his last address on record with the City, or having notified the City of his

intent to return, fails to do so within ten (10) regularly scheduled working days after such notice is sent.

(e) If the employee 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 Director of Human resources that it was impossible for him to return to work at the expiration of such leave.

(f) When the employee has been laid off for a period of thirty-six (36) consecutive months. Or a period equal to his length of seniority up to a maximum of sixty (60) consecutive months. Such seniority shall only be maintained as outlined above, if every six (6) months following the date of layoff, the employee sends a certified letter to the City notifying it of his continued interest in being recalled and setting forth the address to be used for notices of recall.

Section 5.6: Super Seniority. Notwithstanding their position on the seniority list, the President and Chief Steward shall in the event of a layoff, be continued at work as long as there is a job which they can satisfactorily perform with a break-in or training period of not to exceed three (3) regularly scheduled working days, and shall be recalled to work in the event of a layoff on the first open job which they can satisfactorily perform without a break-in or training period. Such officers must exercise their actual seniority to retain a position with the City until such time as it will not keep them at work before resorting to this super seniority and super seniority shall be exercised only to the extent necessary to retain a job with the City.

(a) Stewards shall, in the event of a layoff of any type, be continued at work as long as there is a job in their division which they can satisfactorily perform with a break-in or training period of not to exceed three (3) regularly scheduled working days, and shall be recalled to work in the event of a layoff on the first open job in their division which they can satisfactorily perform without a break-in or training period. Stewards must exercise their actual seniority to retain a position in the division until such time as it will not keep them at work in the division before resorting to this super seniority and super seniority shall be exercised only to the extent necessary to retain a job in the division. In the event a steward fails to exercise super seniority to remain at work in his division, he shall lose all super seniority rights.

Section 5.7: Layoff and Recall. If the City determines that it is necessary to discontinue a job classification or reduce the number of employees in a job classification, temporary employees working in the job classification shall be removed first. Thereafter, regular, part-time permanent employees in a probationary period in the classification shall be removed first; thereafter, full-time employees in a probationary period in the classification shall be removed. If further reduction is necessary, permanent employees in the job classification shall be laid off in reverse order of their seniority. Employees laid off from a job classification in a division must first exercise their seniority either to another job classification with an equal or lower wage scale within their division or to another division within their job classification. If a position is not available that the employee has the present ability to satisfactorily perform with a break-in or training period of not to exceed ten (10) regularly scheduled working days, or a reduction in pay of not more than twenty-five cents (\$.25), then the employee must exercise his seniority to displace an employee in any other job classification with an equal or lower wage scale, provided that in the judgment of the City he will have the ability to satisfactorily perform all of the duties

of the position with the benefit of a training period that will not exceed ten (10) regularly scheduled working days. The employer agrees to notify an employee and the Union president in writing if the employee does not satisfactorily perform the duties of the new position. The employee shall then exercise his or her seniority to displace an employee in any other job classification with an equal or lower wage scale, provided that in the judgment of the City the employee will have the ability to satisfactorily perform all of the duties of the position with the benefit of a training period that will not exceed (10) regularly scheduled working day. If, during a layoff an employee changes divisions or job classification, he shall displace the employee with the least amount of seniority in the classification and division he will be occupying. Employees will be recalled on the basis of seniority, provided they have the present ability to perform the available work with a break-in or training period of not to exceed ten (10) regularly scheduled working days.

(a) Notwithstanding the above, an employee in the custodian job classification may bump up into the laborer job classification should he have the present ability to satisfactorily perform the available work with the benefit of a training period of not to exceed three (3) working days.

(b) Any back pay liability involving an employee who was not properly recalled to work shall start no sooner than eight (8) working days after a grievance is filed challenging the recall procedure and naming the affected employee.

Section 5.8: Job Bidding. When it is necessary to fill a new, permanent job classification or permanent vacancy in an existing job classification, such permanent job or vacancy shall be posted on the appropriate bulletin boards throughout the City's operations for a period of five (5) regularly scheduled working days during which time employees may bid for such job or vacancy by applying through the process established by the Department of Human Resources. Such posting shall include a statement of the job requirements and whether tests (oral and/or written and/or performance) must be taken by bidders.

(a) To be eligible to bid for a job, an employee must have completed their probationary period.

(b) A probationary AFSCME member or a non-AFSCME employee, may submit a Show of Interest for positions that have been posted for bidding.

(c) From among those employees who bid therefore, the job will be awarded to the most senior employee who meets the minimum requirements that have been established by the City for the position.

(d) If none of the bidding employees meet the minimum requirements for the opening, the job may be filled by hiring.

(e) In the event the senior applicant is denied the promotion, reasons for denial shall be given in writing to the employee. In the event the senior employee believes he satisfies the minimum requirements that have been established by the City for the position, it shall be a proper subject for the Grievance Procedure beginning at the Third Step, provided a grievance is filed within five (5) regularly scheduled working days of the notice to the employee. Employees may review their test results upon request within thirty (30) calendar days.

(f) If an employee granted a promotion is not placed in their new position within forty-five (45) days, the employee shall receive, beginning with the 46th day, the rate of pay he would have received in the new position until such time as the employee is promoted. Such payment shall continue provided the position is still available.

(g) Bargaining unit who accept a job in a higher classification will move to the step in the new classification that results in an increase in wages. Employees who accept a job in a lower classification will retain their same step in the lower classification. By way of example an employee at Step 5 of Grade 15 who accepts a job in Grade 14 will receive the rate of pay at Step 5 Grade 14.

Section 5.9: Temporary Transfers. The City shall have the right to temporarily transfer employees irrespective of their seniority status from one job classification to another to cover for employees who are absent from work due to illness, accident, PTO or leaves of absence for a 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 for a period of not to exceed thirty (30) regularly scheduled working days. Should a temporary transfer under the latter provisions of this section exceed thirty (30) regularly scheduled working days, the City agrees to meet with the Union to discuss the continued need for the temporary transfer. It is understood and agreed that any employee temporarily transferred in accordance with the provisions of this section shall not acquire any permanent title or right to the job to which he is temporarily transferred but shall retain his seniority in the permanent classification from which he was transferred. It is further understood and agreed that any employee who is temporarily transferred under the provisions of this section shall receive the rate of pay of the lowest paid person in the classification to which the member is being transferred that guarantees an increase in the member's regular rate of pay.

(a) In the event of a temporary shift change caused by an emergency or other condition or a regularly scheduled shift change the employee shall be required to report to work on his new shift. If all other factors are relatively equal, seniority shall prevail among the employees on the shift in the classification that is affected by the temporary shift change. The City's judgment in making such assignments shall be final unless shown to be arbitrary or capricious.

(b) If the employee is required to work two (2) consecutive shifts, such employee shall be paid time and one-half (1 1/2) his regular hourly rate of pay for all consecutive hours worked in excess of eight (8) hours, even if it involves two (2) different work days. If, as a result of a shift change an employee is required to work two (2) shifts that are not consecutive, such employee shall receive time and one-half (1 1/2) his regular hourly rate for hours worked on the second shift only when both shifts fall on the same day.

(c) When an employee is working on a shift on a temporary basis for the convenience of the City, he shall receive not less than eight (8) hours pay for the hours worked in any one day. This guarantee does not apply to other emergency or unusual conditions except when a specific shift change has been effected.

Section 5.10: Placement of Disabled Employees. If an employee with seniority develops a permanent physical disability (certified to by a medical doctor, clinic or hospital) which renders

him unable to satisfactorily meet the job performance requirement of his job classification, the City shall have the right to assign such employee to the first opening which occurs for which he is able to fully meet the job performance requirements, at the job classification rate therefore, such assignment to be made without regard to the job bidding procedures set forth herein. Prior to making an assignment under this section, the matter shall first be discussed with the Union's Grievance Committee. If, before making such assignment, the City requires certification as to such disability from a medical doctor, clinic or hospital of its choosing, the cost of the medical examination thus required shall be borne by the City. No employee who is placed in a job under this section shall receive a weekly salary that, when combined with any continuing Worker's Compensation benefit, is less than the amount of

Worker's Compensation benefits he would have received if he were not placed in a job under this section, but continued receiving Worker's Compensation benefits.

(a) If an employee with seniority develops a temporary physical disability for a period to exceed five (5) working days, (certified to by a medical doctor, clinic or hospital) which renders him unable to satisfactorily meet the job performance requirements of his job classification, and if in the City's opinion there is available work which he can satisfactorily perform and the City has need for such work to be performed, the City shall have the right to assign such employee to that available work.

Section 5.11: Transfers In and Out of the Bargaining Unit. An employee who has been or in the future is promoted from the bargaining unit to a supervisory position or other job with the City shall retain the seniority he had acquired as of the time of such promotion and shall continue to accumulate seniority for a period of six months (6) months. If such employee is removed from his supervisory or other job with the City for any reason other than discharge for reasons considered valid under this Agreement during the first year in the new position, such employee shall be allowed to return to a job within the bargaining unit in line with his seniority (during the first ninety (90) calendar days he shall be allowed to return to his former job, if it still exists). If he remains in such supervisory or other non-bargaining unit job for a period in excess of six months (6) months, he shall cease to have any seniority in the bargaining unit.

Section 5.12: Temporary Employees. The parties recognize the practice of the City hiring temporary or seasonal employees to supplement the workforce. Temporary or seasonal employees are limited to a maximum seven (7) calendar months of work during any calendar year, and a maximum of twelve (12) consecutive months in consecutive calendar years. The seven-month time period begins upon the temporary or seasonal employee's date of hire, and the window of opportunity to work is the seven consecutive months after the temporary or seasonal employee's date of hire. Any temporary or seasonal employee who works beyond this time limitation during any calendar year shall become a regular, part-time permanent employee and a member of the bargaining unit with rights to bid for entry level positions. No extensions to the seven (7) month time limitation may be granted.

Temporary or seasonal employees hired to work at Bailey Park or the Binder Park Golf Course shall be limited to eight (8) months of consecutive work during any calendar year. No extensions to the eight (8) month time limitation may be granted.

After attaining regular, part-time permanent status, the employee shall have a probationary period of four (4) calendar months. The City will notify temporary or seasonal employees, either in person or by mail, of the date they reached the seven/eight month limit. The City will also notify the Union treasurer when a temporary or seasonal employee reaches the status of regular, part-time permanent employee.

Temporary employees are prohibited from operating equipment that requires a CDL endorsement. Exceptions to this rule would be in an emergency situation, e.g., tornado, flood, other natural disasters, etc., or when the employee is receiving training for the purpose of obtaining a CDL endorsement. When practical, the City agrees to meet with the Union to discuss exceptions to this rule.

Section 5.13: Regular, Part-time Permanent Employees. Regular, part-time permanent employees shall be defined as regularly scheduled employees who are scheduled for thirty (30) hours per week or less.

No permanent, full-time positions will be eliminated in order to create two (2) or more part time, permanent positions.

Regular, part-time permanent employees shall be provided all fringe benefits stated in this agreement equal to one-half (1/2) the scheduled benefits provided to full time employees.

At the end of each year, a review of the hours worked will be made to determine if the part time, permanent employee has worked fifteen hundred (1,500) hours or more. If the employee has worked fifteen hundred (1,500) hours or more, the benefit level will be increased for the coming year to reflect the percentage of hours worked by the employee as compared to full time 2,080 hours.

## ARTICLE 6 - LEAVES OF ABSENCE

Section 6.1: Personal Leave. The City may grant a leave of absence without pay and without loss of seniority for personal reasons to an employee who has exhausted all other available forms of paid and unpaid leave, provided he obtains advance written permission from the Department head and the Director of Human Resources. Such personal leave may be granted for a period not to exceed one (1) year. Such leave may be extended at the sole discretion of the City. The City will notify the Union president when a leave of absence is granted under this section.

Section 6.2: Medical Leave. An employee who, because of pregnancy, illness 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 absence and continuation of such absence when the same is requested by the City; and (3) that such leave of absence shall not exceed one (1) year. The City will notify the Union president when a leave of absence is granted under this section

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 and/or responding to any civil disorder.

Applications for leaves of absence for such purpose must be made as soon as possible after the employee's receipt of his orders. Employees 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. Such payments shall be limited in a calendar year to two (2) weeks for annual field training and a maximum of eight (8) weeks for civil disorders.

Section 6.4: Military Service Leave. Any employee who enters the military service by draft or enlistment shall be granted a leave of absence for that purpose, and at the conclusion of such leave of absence shall be reinstated in accordance with all applicable provisions of the Selective Service and Training Act and any other applicable laws then effective.

(a) Employees will be paid for unused PTO on a prorated basis when entering the service.

Upon return from Military Leave they will receive a PTO benefit based upon the

Number of hours worked as of their next anniversary date.

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 three (3) working days prior to the start of the meeting.

(a) No more than two (2) employees (no more than one (1) from each department) shall be excused from work for this purpose at any one time. If the Union requests, two (2) employees from the same department may be excused from work provided in the exclusive judgment of the City the two employees may be relieved of their duties. The period of time off for which such employees are excused from work for this purpose shall not exceed twelve (12) days per year per employee.

(b) Members of the Union elected to local union positions or selected by the Union to do work which takes them from their employment with the employer shall at the written request of the Union to the Human resources Director receive temporary leaves of absence without pay for periods not to exceed one (1) year or the term of office, whichever may be shorter, and upon their return shall be re-employed at work with accumulated seniority. When reinstated, the employee shall return to the same salary step and position as that held at the time of leaving.

Section 6.6: Jury Duty Leave. Employees shall be granted leaves of absence for required jury duty. Permanent, full-time employees shall receive that portion of their regular compensation which will, together with their jury duty pay or fees (excluding mileage), equal their total compensation for a period of up to forty-five (45) working days each calendar year. 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 immediately report by telephone to his supervisor and unless otherwise instructed, return to work as quickly as possible.

(a) Employees shall notify their supervisors as soon as possible after receiving notice to report for jury duty. Employees seeking the supplemental payment referred to above 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.

(b) If a regularly scheduled third shift employee is called to jury duty and spends more than four (4) hours on duty on a day the employee is scheduled to work, the employee shall be granted a leave of absence for the number of hours spent on jury duty.

Section 6.7: Witness Leave. An employee who is directed or required by any court to appear as a witness in a legal matter relating to his employment with the City, or as a witness in a criminal matter shall be paid at his regular straight-time hourly rate for up to eight (8) hours so served for a maximum often (10) days in a calendar year.

(a) It is understood and agreed that all witness fees received by the employee will be deducted from the total pay computed in the above manner.

(b) The City has no obligation to pay an employee while that employee appears as a witness in an administrative hearing, such as an Unfair Labor Practice hearing or an Unemployment Compensation Hearing, unless ordered to appear at such hearing by the City.

Section 6.8: 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 or memorial service 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 leave shall not exceed two (2) days beyond the actual service provided such two (2) days are days the employee was regularly scheduled to work, unless otherwise agreed upon between the employee and Supervisor. 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 service, and, if requested by the City, must present proof of death.

(a) Immediate family is defined as: current spouse, Domestic Partner, children, Stepchild, brother, sister, mother, father, stepmother, stepfather, mother-in-law, father-in-law, grandmother, grandfather, grandchild, brother in-law, sister in-law.

(b) Any employee selected to be a pallbearer for a deceased employee or retired employee will be paid for the time necessarily lost from regularly scheduled work, up to a maximum of eight (8) hours, in order to attend the funeral.

(c) The Local Union President, or his representative, shall be allowed one (1) funeral leave day in the event of a death of an employee for the exclusive purpose of attending the funeral, with pay.

(d) Employees shall be allowed one (1) funeral leave day, with pay, to attend the funeral of a spouse's grandparents.

## ARTICLE 7 - WORK STOPPAGE

Section 7.1: No Strike - No Lockout. The Union agrees that, during the life of this Agreement, neither the Union nor its officers or agents, will authorize, instigate, aid, condone or engage in a strike, sympathy strike, slowdown or other interference with the City's operations. The City agrees that, during the same period, there shall be no lockouts.

Section 7.2: Penalty for Striking. Individual employees, groups of employees or stewards who instigate, aid or engage in a strike, sympathy strike, slowdown or other interference with the City's operations may be disciplined or discharged at the sole discretion of the City. However, the question as to whether an employee's conduct actually was such as is prescribed by this section may be resolved through the Grievance procedure.

(a) An employee shall not be considered to be on a sympathy strike if he refuses to cross a picket line when he, in good faith, reasonably believes that to do so would result in injury to his person or property.

## ARTICLE 8 - HOURS OF WORK

Section 8.1: Hours. The normal work week shall consist of forty (40) hours, and the normal work day shall consist of eight (8) hours. However, nothing contained herein shall be construed to constitute a guarantee of eight (8) hours of work or pay per day or forty (40) hours of work or pay per week.

Section 8.2: Lunch and Break Periods. Employees shall be required to be ready to start work at the start of their work day and shall be required to remain at work until the end of their day, except for the break periods referred to below.

(a) Employees will be allowed a thirty (30) minute lunch break without pay at or near the midpoint of the scheduled day.

(b) Employees shall be entitled to a fifteen (15) minute break period at or near the midpoint of the first half of their work day and a fifteen (15) minute break period at or near the midpoint of the second half of their work day.

(c) It is understood and agreed that the timing of lunch breaks 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 the employee's supervisor.

Section 8.3: Overtime. The City will endeavor to give the employees involved at least two (2) hours' notice of available overtime. Except as provided below, overtime shall be considered voluntary if the two (2) hour notice is not given. The City will endeavor to equalize the opportunity to work overtime among the employees within the job classification and division where the work occurs who are capable of satisfactorily performing the required work.

(a) Due to the emergency nature of the overtime work required of some employees, the above two (2) hour notice provision will not apply in emergency situations. In those situations employees will be expected to perform the overtime work.

(b) Employees may elect not to work normal overtime. In order to do so, the employee must file written notice with his or her supervisor. If an employee elects not to work normal overtime, that employee shall not be required to work in normal overtime situations unless there are not enough employees who volunteer to perform the available work. All employees shall report when called out or scheduled for emergency overtime, except as noted in (d) below.

(c) A master list for overtime shall be kept in each Division listing all employees by seniority and job classification. Employees granted a position through the contractual bidding procedure will be placed on the overtime list in their new division effective the day they report for work in that division. Employees temporarily transferred will be placed on the overtime list if the transfer lasts more than eight (8) hours and will remain on the list for the duration of the transfer. A copy of the master list shall be posted by each time clock. All overtime shall be noted on this master list. If an attempt is made to contact an employee for overtime and the employee either elects not to report or cannot be contacted or if the employee has waived notice under (b) above, the employee shall be reported on this overtime master list as having worked overtime and shall have his/her name placed at the bottom of the list.

(d) A Master out of department/division voluntary overtime list shall be kept and posted, based on seniority and qualifications listed, rotated based on opportunities. In the event of two refusals or no answers, employee will be removed from the list until the next annual sign up unless absence is noted on the list. (i.e. approved time off, burden on employee to update list). Employee may request to be removed from the list at any time.

(e) Employees who are absent from work due to PTO, sick leave, worker's compensation or other authorized leave are not subject to call in for normal overtime until their next scheduled work day. An employee on PTO or compensatory time may, by filing a written notification with his supervisor, request to be called in for normal overtime on the weekend or day of returning from PTO or compensatory time. An employee who makes this request shall be responsible to be available for the called overtime. An employee on PTO may be called to work emergency overtime; however, such employee has the right to refuse to work emergency overtime without subjecting himself/herself to disciplinary action.

(f) Emergency overtime shall be required overtime and shall occur when, in the City's judgment, weather or other conditions make it essential that employees be present at work. If the emergency situation does not require all of the employees in a job classification within a division to work, it shall be offered on a voluntary basis among employees in the classification and division who are capable of satisfactorily performing the available work, with the least senior of such employees being required to perform the work. Employees who fail to answer telephones or otherwise make themselves unavailable for such work shall be subject to disciplinary action which may include not being offered normal overtime for a period of up to thirty (30) calendar days.

(g) If it is established that an employee was improperly bypassed for overtime, the employee shall be paid two (2) hours at the employee's straight time rate and be placed at the top

of the overtime list for the next available overtime assignment. If the employee is bypassed a second consecutive time after he/she has been placed at the top of the overtime list, the employee will receive the amount of pay he/she would have received had the employee worked the overtime assignment. This section shall constitute the exclusive remedy for employees improperly bypassed for overtime assignments.

(h) Employees must be available for their normal work shift on their primary department. Employees that turn down overtime opportunities in their primary department are not available for overtime in another department. Employees must be qualified for the overtime job at hand. Outside department overtime is not training time. Overtime selection for outside department list in the CBD (downtown) should be as follows:

- (1) Qualified, eligible employees are to sign up on the list for downtown if they are interested in being considered for outside department overtime. The list is voluntary and will be available in September.
- (2) Internal department employees are offered the first opportunity.
- (3) Second offerings will come from the sign up list from Streets Division in a last in/first up rotation. At the City's discretion, staff from Streets may not be available for CBD work depending on weather conditions.
- (4) If additional staff is necessary, the sign up list from Traffic Division shall be utilized in a last in/first up rotation.
- (5) Last offerings will come from other department's sign up lists in a last in/ first up rotation.
- (6) If additional staff is necessary after rotating through all lists, individual selection is allowed.
- (7) If staff is utilized during their normal shift in an outside department capacity, the opportunity will be given to interdepartmental employees first, then employees actually working.
- (8) Employees "on-call" for their primary department during an overtime opportunity will be considered unavailable. Any employee who is unavailable 2 times will have their name removed from the list until the next sign-up period, unless prior arrangements have been made by the employee.

## ARTICLE 9 - WAGES

Section 9.1: Wage Schedule. Employees shall be paid on a bi-weekly basis. The labor grade, job classification and applicable hourly rates of pay thereof are set forth in Appendix "A" attached hereto and by this reference made a part hereof.

(a) For the purpose of pay calculations, the work week shall begin at midnight Saturday night and the day shall be the calendar day. However, any work day that starts work prior to

midnight and continues until after midnight shall be considered as having been worked in its entirety on the day which the shift ended.

(b) The payday shall be on Friday for all work performed during the preceding week.

(c) It is understood and agreed that any docking of time, or payment for time worked over and above eight hours in a day, shall be in increments of one quarter (1/4, or 15 minutes) of an hour. (eff. 10/13/13)

Section 9.2: Overtime Pay. Time and one-half (1 1/2) the employee's regular hourly rate of pay will be paid for all approved time necessarily spent on the job in excess of eight (8) hours per day or forty (40) hours per week. There shall be no pyramiding of overtime hours.

(a) Whenever an employee works in a situation which would entitle them to be paid on a basis of time and one-half (1 & 1/2), the employee shall have the option to exchange such time paid for compensatory time (CT) at the rate of time and one-half under the following conditions:

- (1) A maximum of one hundred twenty hours CT bank accrual.
- (2) The CT option will be declared by the employee within the pay period worked.
- (3) Any use of compensatory time will be charged and deducted from the employee's CT bank.
- (4) CT may be used in increments of tenths of an hour.
- (5) In normal situations, the employee must request CT at least twenty-four (24) hours or one (1) work day in advance. The twenty-four/work-day notice shall not apply to verifiable emergency situations. Additionally, regular notice only is required for situations where an employee is sick and unable to work. The City may request a doctor's slip when an employee calls in sick and is off of work for three (3) consecutive days or more. The City reserves the right to request a doctor's note for any amount of time off when a reasonable basis exists to believe the employee is abusing time off.
- (6) Once an employee clocks in, CT is not available unless previously arranged as required above or an emergency situation exists.
- (7) CT may not be used to extend PTO.
- (8) CT will be granted unless it would disrupt City operations.
- (9) CT may be carried over from year to year during the life of this Agreement or may be paid to the employee upon request at the end of the calendar year.
- (10) Only hours actually worked, not hours paid, count towards determining an employee's eligibility for overtime.

Section 9.3: Shift Premium. The City will grant a shift premium of fifty cents (\$.50) per hour to all employees who are scheduled or called in to work any part of the second shift (starting on or after 2:00 p.m.), and sixty cents (\$.60) per hour to all employees who are scheduled or called in to work any part of the third shift (starting on or after 10:00 p.m.). Such shift premium shall be paid when a regularly scheduled shift is worked on a day celebrated as a holiday under this Agreement.

Section 9.4: New or Altered Job Classifications. If, during the life of this Agreement, a new job classification is created or alteration is effected in an existing job classification, the City shall establish the rate of pay and requirements therefore along with notifying the Union of its decision. During the first thirty (30) days after the Union has been notified of the new job classification or alteration in job content of an existing job classification and the rate assigned thereto, the Union shall have the right to initiate negotiations with respect to such rate of pay. If no such request is filed within the thirty (30) day period, the rate of pay and requirements will become permanent as established by the City.

Section 9.5: Call Out Pay. An employee who is called in to perform work at a time other than that for which he had previously been scheduled shall be paid time and one-half the employees hourly rate for the hours actually worked. The call-out pay guarantee does not apply to employees who were previously scheduled to start work prior to their regular starting time or who may be retained after their regular quitting time. There is no pyramiding of pay.

(a) It shall be the responsibility of each employee to provide the division with a continually current address and telephone number. Should an employee not provide such, he shall be removed from the overtime list until he has done so.

Section 9.6: Training Pay. In the event an employee is asked by the City to give training to an employee, the parties shall meet to identify the scope of the training and hours assigned to train. The employee shall receive a training premium of \$1.00 per hour and provide feedback to supervisor on training progress. The choice of trainer is discretionary with the supervisor.

Section 9.7: Fabricating Pay. The City recognizes that, for many reasons, employees may be involved in fabricating. Employees engaged in fabricating at the direction and with the approval of their supervisor shall receive a fabricating pay premium of \$1.25 per hour for all hours engaged in fabricating.

Section 9.8: Direct Deposit. Employees hired on or after November 11, 2001, must have their entire paycheck direct deposited. All employees hired prior to November 11, 2001, must make arrangements for direct deposit of their entire paycheck on or before December 31, 2001.

Section 9.9 Standby Pay. Employees shall be equipped with communication devices in a standby capacity. Standby opportunities shall be rotated on a weekly basis pursuant to the overtime list. For each week that the employee serves in a standby capacity the employee shall receive 1.5 hours pay per day at their hourly rate of pay. The payment is made specifically for acting in a stand by capacity and shall not be counted as hours worked in computing overtime. In addition to the above payment, employees who are acting in a standby capacity and who are required to perform work shall be paid for any hours worked in accordance with the provisions

of the collective bargaining agreement. As is past practice and at the request of the union, employees may convert payment to compensatory time even though the parties acknowledge the stand by capacity is idle hours not typically allowed as comp time. The City will increase standby pay to 2 hours per day IF other bargaining group receive 2 hours.

#### ARTICLE 10 - HOLIDAYS

Section 10.1: Holidays Celebrated. All permanent, full- time employees, shall be entitled to receive the following paid holidays, provided they qualify for such pay as set forth below.

New Year's Day	Labor Day
Martin Luther King's Birthday	Veteran's Day
Washington's Birthday	Thanksgiving Day
Good Friday	The Friday following Thanksgiving Day
Memorial Day	Day before Christmas
Independence Day	Christmas Day

Section 10.2: Holiday Qualification. To qualify for pay hereunder, an employee must actually work or be excused on the calendar days preceding and following the day celebrated as a holiday. If not scheduled to work the day before or after the holiday then to qualify, the employee must either work his entire last regularly scheduled working day before and after the day celebrated as a holiday, unless excused.

Section 10.3: Holiday Pay. An employee shall receive eight (8) hours pay at his regular straight-time rate for such holiday plus time and one-half (1 1/2) for any hours actually worked on such holidays. Employees who work on the Christmas Day holiday shall receive double time for all hours actually worked on that day. If a holiday occurs during an employee's scheduled PTO, the employee may be permitted to take an additional day of PTO. For continuous shift operations, if a holiday occurs during an employee's regularly scheduled off day, the employee will receive holiday pay as outlined above. The practice of holidays floating to an employee's next scheduled work day is discontinued.

#### ARTICLE 11 - PTO

Section 11.1: PTO Schedule. Service time for calculating PTO benefits shall be given for all leaves fully paid by the City. Employees shall be given credit for hours lost from work due to Workers' Comp injuries (maximum of 300 hours) and/or time served on active military duty. However, employees on Workers' Disability Compensation shall not be allowed to take PTO.

It is understood and agreed that employees off work on Sickness and Accident shall not receive service time credit for hours off work.

- (a) Six (6) months continuous service: 56 hours.
- (b) One (1), but less than two (2) years of continuous service: 96 hours.
- (c) Two (2), but less than seven (7) years of continuous service: 136 hours.
- (d) Seven (7) but less than thirteen (13) years of continuous service: 176 hours.
- (e) Thirteen (13) years but less than twenty years or more of continuous service: 216 hours.
- (f) Twenty years or more of continuous service: 256 hours.

(g) For those employees working less than eighteen hundred (1800) hours during their anniversary year, PTO will be prorated based on actual hours worked in comparison with eighteen hundred (1800) hours.

NOTE: Service time for calculating PTO benefits shall be given for all leaves fully paid by the City. Service time shall also be credited for employees officially off work on Workers' Disability Compensation. However, employees on Workers' Disability Compensation shall not be allowed to take PTO.

It is understood and agreed that employees off work on Sickness and Accident shall not receive service time credit for hours off work.

Section 11.2: PTO Pay. A week of PTO pay as provided for in Section 1 above shall equal forty (40) hours of pay at the employee's straight-time hourly rate as of the anniversary date upon which he qualified for such PTO.

Section 11.3: PTO Scheduling. Employees may take their PTOs at any time between the anniversary date of their employment in the year in which the PTO has been earned and the end of the anniversary date of the year following, provided they have made arrangements with the City pursuant to the time schedule contained in subparagraph (f) below and can be spared from their work at the time requested. PTO paychecks shall be delivered to eligible employees on the last regularly scheduled payday immediately preceding the start of the employee's PTO.

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

(b) Except as provided in this paragraph, PTO time off shall not be cumulative from year to year. An employee may carry over 24 hours for any reason without supervisor approval provided employee notifies Human Resources in advance of the carry over. Additionally, if circumstances beyond the control of the employee make it impossible to use all of his PTO during the year, the employee may be allowed to carry over a maximum of forty (40) hours with the written approval and at the sole discretion of the employee's supervisor due to business needs, provided the Department of Human Resources receives the request in writing in advance of the employee's anniversary date. Any carry over must be used within sixty (60) calendar days of the employee's anniversary date or the time is forfeited. Carry over PTO has no cash value if the employee leaves

or is terminated after sixty (60) days. Decisions made under this section are not subject to the grievance procedure. The request to carry over hours shall not be unreasonably denied.

(c) A PTO may not be waived by an employee and extra pay received for work during that period.

(d) When a holiday falls within the employee's scheduled PTO, the PTO will be extended one (1) day continuous with the PTO.

(e) The following schedule shall apply for PTO requests:

If the request is for one-half to two days of PTO, the employee must request at least two days in advance.

If the request is for two and one-half to five days of PTO, the employee must request at least one week in advance. If the request is for five and one-half or more days of PTO, the employee must request at least two weeks in advance.

Section 11.4: Payment upon Termination. If an employee who is otherwise eligible for a PTO with pay quits or is discharged on or after the anniversary date of his employment upon which he qualifies for such PTO with pay without having received the same, such employee will receive, along with his final paycheck, the PTO pay for which he qualified as of such anniversary date. If an employee quits, retires or is discharged prior to the anniversary date upon which he would have qualified for a PTO with pay, he shall receive that portion, on a pro rata basis, of the PTO pay for which he would have qualified on such anniversary. The parties agree and understand that effective January 1, 2011, the maximum allowable payoff to be included in calculating an employee's final average compensation for pension purposes is 160 hours of PTO. Effective June 1, 2011, the parties agree and understand that PTO payoffs at termination of employment shall no longer be included in an employee's final average compensation calculation. All payouts of PTO are contingent upon the employee providing two weeks' notice if the employee quits.

## ARTICLE 12- INSURANCE

Section 12.1: Health Insurance. Effective January 1, 2013, the base insurance plan for all bargaining unit members shall be changed to a High Deductible Health Plan (HDHP), the BCBSM Flex Blue III Plan (or equivalent), with a deductible for single coverage and deductible for two person or family coverage.

In addition to the base plan, the City agrees to provide at least one other plan through any insurance carrier authorized to conduct business in the State of Michigan. Employees electing coverage other than the City's base plan will be responsible for payment of any increase in the cost of coverage as compared to the base plan cost. Such coverage will be available to active, regular full-time employees and their dependents under age 26 if the employee authorizes the payroll deduction for their portion of the premium.

Effective July 1, 2016, all employees who elect health insurance will pay 20% of the annual premium cost for the single, double, or family coverage, in addition to any costs identified in subsection (b) of this article. The cost of the annual premium will be deducted on a pro-rata basis each

pay period each month. Employees participating in the HDHP have the option of participating in a City sponsored Health Savings Account (HSA).

Employees, if eligible, and if offered, may elect the previously offered health plans but must pay the difference in the illustrated rate between the base plan and the plan selected. 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 will allow employees to opt out of health care coverage, provided the employee provides proof of other coverage at open enrollment. Employees who opt out of coverage would receive a payment of \$200 per month. Employees can opt back in at the next open enrollment or if there is a qualifying event under COBRA and the employee loses their other coverage:

(a) The City agrees to continue to provide health insurance benefits for the period often that an employee is receiving sickness and accident benefits on the same basis as during regular employment. Employees on an unpaid leave of absence, suspension, or layoff shall continue to have their insurance benefits (health, dental, and life) paid by the City for the first sixty (60) calendar days on the same basis as regular employment. 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 & 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.

(b) 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 employee shall not be eligible for the above if the retired employee earns, from outside resources, the difference between his annual retirement allowance and his last annual salary.

The City reserves the right to modify the hospitalization plan provided to retirees to reflect the identical coverage provided to active employees. Medicare eligible employees must enroll in Medicare.

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 12/01/00). **THIS BENEFIT IS ONLY AVAILABLE TO EMPLOYEES HIRED ON OR BEFORE 12/1/10.** 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

Employees retiring prior to December 1, 2000, shall be subject to the retirement benefit in effect at the time of their retirement. A copy of those benefit descriptions is attached to this agreement as Appendix C.

Employees hired after 5/1/98 must have 15 years of service or more upon retirement to receive full payment of the City contribution toward retiree health benefits. Employees retiring with at least 10 years of service shall be eligible for a 75% payable health benefit and employees retiring with between 10 years and 15 years shall be prorated (i.e. - 11 years= 80% benefit/12 years= 85% benefit, etc.)

Years of service requirement shall be waived in cases of Medical Disability Retirement.

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 12.2- 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 b 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 12.3 - 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 minimum benefit for eligible employees shall be \$21,000. 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 12.4 - 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.

#### ARTICLE 13 - SICK PLAN

Section 13.1: Sickness and Accident Policy. The following paid sick leave program shall be in effect, subject to the provisions of the insurance policy:

(a) Accidental Injury 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 insurance company will pay weekly commencing with the first day of such continuous disability, a 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 insurance company will pay a weekly indemnity representing 66% of employee's base salary for which such employee is insured;

- (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 act 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.

(b) Sickness or Pregnancy - If sickness or pregnancy shall cause total and permanent 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 two (2) weeks or longer (ten {10} working days), compensation shall be computed from the first day of the 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, 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 insurance company will pay a weekly indemnity representing 66% of employee's base salary for which such employee is insured;. 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 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 occupation disease act or similar law.

(c) Payment shall not be made under both the weekly indemnity accident provisions and the weekly indemnity sickness or pregnancy insurance provision in respect to any day of disability.

(d) Successive periods of disability, whether under the weekly indemnity accident insurance or under the weekly indemnity sickness or pregnancy insurance, will be considered due to one 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) months.

(e) 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.
- (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.

(f) The following weekly indemnity benefits begin with the first (1st) day of disability due to an accident and on the eighth (8th) day due to a sickness or pregnancy. The amount of benefit shall equal sixty-six percent (66%) of the employee's base pay in effect on the date the disability concerned. Employees may use PTO or compensatory time to supplement the sick and accident payment up to 100% of the normal pay.

(g) The City agrees to advance an amount equal to the benefits otherwise payable while an employee's claim is being processed. In order to receive an advance, the employee must execute the form attached as Appendix "B".

Section 13.2: Sick Leave for Critical Illness. Qualified employees who furnish proof satisfactory to the City that a critical illness exists within their immediate family may use accumulated paid sick leave for a paid leave, subject to the following limitations:

(a) Paid emergency leaves for critical illness of a member of the employee's immediate family shall be available only in case of such illness on the part of the employee's then current spouse, his child or parent, and for a period of not to exceed one (1) regularly scheduled working day at any one time.

Section 13.3: Qualification for Paid Sick Leave Credits. In order to qualify for sick leave payments, the employee must:

(a) For those short term illnesses (contemplated to be of less than a week's duration), notify his department in accordance with the personnel policy prior to his normal starting time on each day of the absence and must:

(b) For those long term illnesses (contemplated to be of more than a week's duration), notify his department prior to his normal starting time on the first day of the absence and prior to his return from such absence, unless the circumstances surrounding the absence make such reporting impossible, in which event such report must be made as soon thereafter as possible.

(c) Any employee who makes a false claim for paid sick leave shall be subject to disciplinary action.

#### ARTICLE 14- LONGEVITY

Section 14.1: Longevity Pay: The City agrees to a longevity pay program whereby it pays to all eligible employees, defined as employees hired on or before December 1, 2010, who qualify for such, in the manner as set forth below:

(a) To those full-time, permanent employees who, prior to December 1st of each year have completed seven (7) but not more than eleven (11) years of continuous service, the City will grant, on the payday following said December 1st of each year, the following amount: \$375.

(b) To those full-time, permanent employees who, prior to December 1st of each year have completed twelve (12) but not more than nineteen (19) years of continuous service, the City will grant, on the payday following said December 1st of each year, the following amount: \$675.

(c) To those full-time, permanent employees who, prior to December 1st of each year have completed twenty (20) or more years of continuous service, the City will grant, on the payday following said December 1st of each year, the following amount: \$875. Effective for the longevity payment in December, 2001 and thereafter, the payment is increased to \$1000.

(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 with a retirement benefit immediately payable under the Municipal Employees' Retirement System, 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 completed 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 same basis as payment to a retired employee.

Employees receiving longevity payments will have the value of such payments included in calculating their regular rate of pay for overtime purposes.

#### ARTICLE 15- PENSION PLAN

Section 15.1: Pension Plan. Bargaining Unit employees are members of the Municipal Employees' Retirement System (MERS).

**A. Employees hired prior to December 1, 2010, are covered by the following benefits:**

(1) Benefit Program B-4 (EDITOR'S NOTE: MAY 2, 1995)

(2) Benefit Program FAC 3 (EDITOR'S NOTE: JANUARY 1, 1994)

(3) Effective July 1, 2016, all employees covered by this Collective Bargaining Agreement shall be required to contribute the following percentage of their gross annual wage to the pension system.

B-4

July 1, 2019 3%

July 1, 2020 4%

July 1, 2021 5%

July 1, 2022 6%

July 1, 2023 7%

(4) Employees attain vested status in the pension system with ten (10) years of credited service. An employee may retire with full benefits at age 60 with ten (10) or more years of credited service. Effective December 1, 1986, the City adopted Benefit Program F-55(25) which allows an employee to retire at age 55 with twenty-five (25) or more years of credited service with full benefits. The pension system also allows an employee to retire at age 55 with fifteen (15) or more years of credited service on a reduced allowance program, and also at age 50 with twenty-five (25) or more years of credited service on a reduced allowance program.

(5) On December 1, 1987, the Benefit Program "E" was adopted. Benefit Program "E" covered only those retirees who had been on the pension payroll for a full calendar year.

**B. Employees hired on or after December 1, 2010, shall be covered by the following pension benefits:**

(1) Benefit Program C- 1 New, with a 1.5% multiplier

(2) Benefit Program FAC – 3

Section 15.2: Final Average Compensation: The parties agree and understand that effective January 1, 2011, the maximum allowable pay off of PTO hours to be included in an employee's final average compensation is 160 hours. Effective June 1, 2011, the parties agree and understand that PTO pay off at termination shall no longer be included in determining an employee's final average compensation.

Section 15.3: ICMA 457 Contribution. The parties recognize an employee's responsibility to save for retirement over and above contractual pension benefits. To further address concern about retiree health care costs, voluntary participation in the City's 457 Deferred Compensation Plan (Plan) is encouraged. Effective no later than 1/31/02, the City will match employee contributions to the Plan as follows:

(a) Employee must contribute a minimum of 1% of gross income to the Plan.

(b) City matching contribution will be 1% of employee's gross income. If Employee subject to the C-1 pension benefit contributes up to 5%, City matching contribution will be up to 5%. It is understood and agreed that gross income does not include shift premium.

(c) Contributions must be made on a weekly basis.

(d) City contributions continue only as long as the employee is maintaining the required contribution. Should an employee stop contributing to the Plan or decrease their contribution level below 1%, the City will cease contributions for the remainder of the calendar year.

(e) Employees that receive a B4 pension benefit will be entitled to a City contribution to their ICMA account based on a 1:1 match up to 3%. In the event – all other City employees receive a City match of 5% for ICMA contributions, the contract will reopen to allow the same for AFSCME members.

C. Effective July 1, 2019, all employees covered by this C-1 Benefit shall be required to contribute the following percentage of their gross annual wage to the pension system.

July 1, 2019 3%

July 1, 2021 4%

July 1, 2023 5%

## ARTICLE 16- GENERAL

Section 16.1: 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 16.2: Bulletin Boards. The City will provide a bulletin board in various buildings in which employees covered by this Agreement regularly work, upon which the Union will be permitted to post notices concerning its business and activities. Such notices shall contain nothing of a political, controversial or defamatory nature, but shall contain such things as notices of recreational and social events, Union elections, results of Union elections and notices of meetings.

Section 16.3: Supervisors Working. Supervisory employees will not be used to perform work in any job classification of this bargaining unit; however, supervisors may be required to perform work for the purpose of instruction, training, supervision, investigation or experimentation, or in emergency situations. Additionally, a supervisor may perform work as necessary when an employee is absent and other employees are not available. (Other employees not available shall be defined to mean that other qualified employees are not available to perform the work without disrupting other necessary work.) It is understood that, if other employees are available, nothing contained herein shall be construed to prohibit the supervisor from performing such work until such other employees report to perform such work. If a preponderance of evidence establishes that a supervisor performs work in violation of the above, the City shall pay the employee who is

at the top of the overtime list within the classification where the work was performed for one (1) hour of work, or for the length of time which the supervisor performed such work, whichever is greater, at the employee's regular rate of pay. If a supervisor performs such work in an overtime or call-out situation, the eligible employee will be paid according to those contract provisions contained in this agreement.

Section 16.4: 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) The City agrees to meet with the Union prior to subcontracting any work that results in employees being displaced from their division and job classification to explore all alternative possibilities. During such meeting, or no later than thirty (30) days before a final decision is made by the City Commission, the union will be provided a copy of the bid request and be given an opportunity to explain to the City how the current workforce could perform the work with available manpower, equipment, capacity and ability, as well as efficiently and economically. In the event an employee is displaced as a result of subcontracting, the employee shall be entitled to bump into another position as provided under the layoff procedure.

Section 16.5: Safety Committee. A Safety Committee of employees and City representatives is hereby established in accordance with the current safety program now in effect in the City of Battle Creek. One (1) AFSCME member shall be a permanent member.

Section 16.6: Safety Glasses. The City agrees to continue to provide employees with safety glasses on the same conditions as prevailed immediately prior to execution of this Agreement. It is understood and agreed that the employee is responsible for the cost of any 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, as 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 payable under this section shall be \$65.00. Effective upon ratification of this Agreement, the maximum benefit shall be \$70.00; effective December 1, 1992, the maximum benefit shall be \$72.50; effective December 1, 1993, the maximum benefit shall be \$75.00.

Section 16.7: Safety Shoes. All employees must wear safety shoes while working for the City. The City agrees to pay \$125.00 the first year of the contract (2019-2020) payable in the paycheck including July 1st. The amount payable shall increase to \$150.00 July 1, 2020 and to \$175.00 July 1, 2023.

Section 16.8: Permanent. The word "permanent," when used to describe employee status, is used to distinguish full-time and part-time employees from temporary and/or seasonal employees.

Section 16.9: Operator/CDL License.

(a) Employees operating motor vehicles or equipment which requires a license or endorsement by the Michigan Secretary of State must maintain a valid operator's/CDL license.

An employee must notify the City of a suspension, revocation, denial or restriction placed on their license. Failure to do so will result in disciplinary action against the employee.

(b) The City reserves the right to audit employees' license status, including random checks.

(c) CDL: Employees suffering a temporary loss (90 days or less) of their CDL may be reassigned to a non-CDL position under the following conditions:

- (1) A bargaining unit vacancy exists
- (2) The employee can perform the work without benefit of a training period
- (3) The employee receives pay of the new classification
- (4) The Union waives requirements for bidding the open position

(d) If an employee suffers a temporary loss as defined above and no vacancy exists, such employee shall be laid off as described below. If the employee recovers their CDL during the first six (6) months of a layoff because of a temporary loss, the employee may return to their former position provided such position has not been filled or eliminated from the budget.

Employees suffering a permanent loss (91 days or more) of their CDL or who cannot obtain a CDL shall be immediately laid off. Such employee shall be eligible to bid for a non-CDL vacancy pursuant to Art. 5, §5.7. Employees laid-off under the provisions of this section shall lose their seniority after twelve (12) consecutive months of lay-off. If the employee obtains a valid CDL during the first twelve (12) months of lay-off and no vacancy exists, the employee's seniority will be extended 6 months for purposes of bidding under Article 5, §5.7.

Section 16.10: License and Certification Stipend. It is recognized by the City that employees who continually upgrade their education are better able to understand and serve the community in which they work. To this end, the City agrees to pay stipends for licenses and certifications on an annual and prorated basis. Only licenses and certifications listed within this section qualify for a stipend. The cost of any application, testing and renewal will be paid by the employer subject to the following:

1. Entry level positions that require certification will be allowed to take the certification/license examination twice at employer's expense. All other certification/license examination will be paid by the employer one time.
2. Stipends shall be paid for the highest level of certification required in the employee's area of work. Stipend payments shall not be stacked unless required for the job and approved in writing, in advance, by the supervisor. To encourage employees to maintain certifications/licenses outside employee's area of work, the employer may pay the expense of obtaining the required continuing education credits and recertification costs. **Stipends shall be paid in the pay period including July 1<sup>st</sup> of each year.**

<b>Certifications/Licenses</b>	<b>Annual Stipend</b>
Water Treatment D-1	500
Water Treatment D-2	350
Water Treatment D-3	275
Water Treatment D-4	225
Water Distribution S-1	500
Water Distribution S-2	350
Water Distribution S-3	275
Water Distribution S-4	225
WWTP A	500
WWTP B	350
WWTP C	275
WWTP D	225
Master Emergency Vehicle Technician - Fire	500
Master Emergency Vehicle Technician – Police	250
CDL	250
CDL w/ tanker endorsement	300
Playground Inspection	250
Pesticide Application	250
Signs and Pavement Marking Level 2	250
Master Electrician	500
Journeyman	275

Section 16.11: Drug Testing. Employees subject to random testing because of a positive drug test result are required to pay 50% of the cost of the follow-up testing. The general random testing requirements and the initial return-to-duty drug test are excluded from the 50% payment.

## ARTICLE 17- CONDITIONS OF AGREEMENT

Section 17.1: Entire Agreement. This Agreement constitutes the entire agreement between the parties and no verbal statement shall supersede any of its provisions. This Agreement may not be amended, altered or added to, except by the mutual consent of the parties in writing.

Section 17.2: Zipper Clause. 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 waives 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: City Resolutions and Ordinances. 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 17.4: 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 17.5: 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 formal 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 bargain for the purpose of negotiating a mutually satisfactory replacement for such provision.

## ARTICLE 18- DURATION

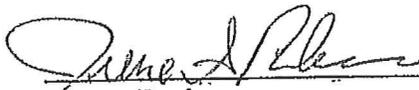
Section 18.1: Effective. This Agreement shall become effective as of the 1st day of July, 2019, and shall remain in full force and effect until the 30th day of June, 2024, and from year to year thereafter unless either party here to serves written notice on the other at least sixty (60) calendar days 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 this 14 day of February, 2019

BATTLE CREEK MUNICIPAL EMPLOYEES, LOCAL 1387, MICHIGAN COUNCIL 25, AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES AFL-CIO CITY OF BATTLE CREEK

AFSCME

CITY

  
Jerome Buchanan  
Business Representative

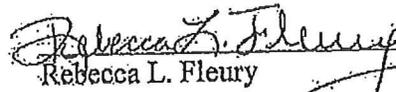
  

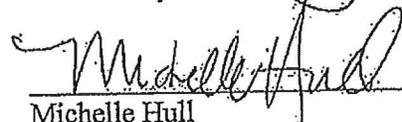



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Rebecca L. Fleury  
City Manager

  
Michelle Hull  
Human Resources Director

  
Nancy Mullett  
Labor Attorney

**APPENDIX A WAGE SCALE – (10 STEP) Attached**

Any employee whose placement on the Step in year 1 of the contract that does not receive at least a 2% increase will be supplemented with an off schedule payment to reach 2%.

Additionally in Year 4 (2022-2023) and Year 5 (2023 -2024) the wage scale shall increase 2% each year.

