

# **AGREEMENT**

**BETWEEN**

**THE CITY OF BATTLE CREEK, MICHIGAN**

**AND**

**THE BATTLE CREEK SUPERVISORS ASSOCIATION**

**EFFECTIVE July 1, 2016 to June 30, 2019**

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## A G R E E M E N T

THIS AGREEMENT effective the 1st day of June, 2012, by and between the City of Battle Creek, hereinafter referred to as the "City," and the Battle Creek Supervisors Association, hereinafter referred to as the "Association."

W I T N E S S E T H:

### ARTICLE 1 - PURPOSE AND INTENT

Section 1.1: The general purpose and intent of this Agreement is to set forth the salaries, hours, and working conditions which shall prevail for the duration of this Agreement; to promote orderly and peaceful labor relations for the mutual interest of the City, its employees and the Association; to provide for the material well-being of the employees; to promote a vehicle for an effective line of communication with the management and the line supervision. It is also the purpose of this Agreement to promote and insure harmonious relations, cooperation and understanding between managers, staff personnel, supervisors and foremen; to encourage economy and efficiency in providing proper services to the community.

- (a) The word "permanent," when used to describe employee status, is used to distinguish full-time employees from temporary and/or seasonal employees.
- (b) Pursuant to Public Act 9 of 2011, the parties to this agreement are required to include the following language: An Emergency Manager appointed under the local government and school district fiscal accountability act may reject, modify, or terminate the collective bargaining agreement as provided in the local government and school district accountability act.

### ARTICLE 2 - RECOGNITION

Section 2.1 - Recognition: Pursuant to and in accordance with the applicable provisions of Act 379 of the Public Acts of 1965, the City recognizes the Association as the sole and exclusive collective bargaining agent for supervisory employees of the City of Battle Creek in the following classifications:

General Foreman, Foreman II, Maintenance Group Supervisor, Horticulture/Landscape Supervisor, Dispatch Shift Supervisor, Water Distribution Foreman, DPW Operations Foreman, Lab/IPP Group Supervisor, Operations Group Supervisor, Chief Operator, Transit Operations Manager, Transit Maintenance Supervisor, Public Works Office Supervisor, Downtown Maintenance Supervisor, Water Distribution Supervisor.

Section 2.2 - Anti-Discrimination: The City and the Association agree that for the duration of this Agreement, neither shall discriminate against any employee because of race, color, creed, age, sex, nationality or political belief, nor shall the City or its agents, nor the Association, its agents or members discriminate against any employee because of his membership or nonmembership in the Association. Any complaint concerning discrimination that is covered by the procedure set forth in the City's Administrative Code shall be pursued under the Administrative Code and not the Grievance Procedure set forth in this Agreement.

- (a) Americans With Disabilities Act: Both the City and the Association recognize certain legal obligations created by the Americans With Disabilities Act, and both parties affirm their responsibility to attempt to accommodate employees under the provisions of the

Federal Statute. An alleged violation of the Americans with Disabilities Act shall not be subject to the grievance procedure contained in this Collective Bargaining Agreement.

Section 2.3 - Management Rights: The Association recognizes that except as specifically limited or abrogated by the terms and provisions of this Agreement, all rights to manage and supervise the operations of the City and direct the work force are vested solely and exclusively in the City, including but not limited to, the right to hire, promote, demote, suspend, discipline, discharge, or otherwise relieve employees for lack of work or other legitimate reasons; the right to establish and enforce reasonable rules and regulations; the right to determine acceptable quality standards; the right to establish new jobs and eliminate existing jobs; the right to determine the hours, daily schedules and work assignment of employees; the right to determine when a need exists for a layoff or recall of employees; and the right to determine the means, methods, organization and number of personnel by which such operations shall be conducted. 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.

Section 2.4 - Dues Deduction: For those employees who are or become members of the Association and who properly execute payroll deduction authorization cards therefor, the provisions of which must conform to the legal requirements imposed by the State law, the City agrees to deduct from each paycheck of each month Association dues and fees in amounts certified to the City by the Financial Secretary of the Association and to forward the same to the said Financial Secretary within fifteen (15) calendar days thereafter. The Association shall indemnify and save the City harmless from any liability that may arise out of the City's reliance upon any payroll deduction authorization cards presented to the City by the Association.

Section 2.5 - Union Activity During Working Hours: The Association agrees that Association activity during working hours will be limited to the investigation or transmission of a grievance or contractual dispute. Such investigation shall not exceed thirty (30) minutes in length unless prior approval is obtained from the Division head. Regardless, investigations or transmissions of grievances shall be completed as quickly as possible.

Section 2.6 - Special Conferences: Special conferences for important matters (not grievances) will be arranged between the Association President and the Director of Employee Relations within three (3) working days of such request of either party for such conference. Such meetings shall be attended by not more than two (2) employee representatives of the Association. 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 representatives of the Association shall not lose time or pay from regularly scheduled work while attending such special conferences.

(a) All special conference meetings under the provisions of this Article will commence no later than 3:00 p.m.

### ARTICLE 3 - SENIORITY

Section 3.1 - Definition of Service: Service shall be defined as an employee's length of continuous service with the City since their last hiring date as a permanent, full-time employee. "Last hiring date" shall mean the date upon which an employee first reported for work at the direction of the City as a full-time permanent employee, since which he has not quit, retired or been discharged. Implementation of this definition shall not change the service dates established as of

July 1, 1980. No time shall be deducted from an employee's service due to absences occasioned by authorized leaves of absence, vacations, sickness or accident, or for layoffs, except as hereinafter provided.

Section 3.2 - Definition of Seniority: Seniority is defined as an employee's length of continuous service with the City since the employee's promotion or hire as a permanent, full-time employee into a job classification covered by this Agreement. Implementation of this definition shall not change the seniority dates established as of July 1, 1980. In the event that two (2) or more employees have been promoted or hired on the same date, their names shall appear on the seniority list alphabetically by the first letter of their last names. The City shall prepare an updated seniority list as of July 1, 1980, and once each six (6) months thereafter. A copy shall be provided to the Association.

Section 3.3 - Probationary Period: All new permanent, full-time employees shall be probationary employees during the first six (6) months of their employment. During the probationary period, the new employee shall have no seniority status. At the conclusion of their probationary period, the employee's name shall be added to the seniority list as of their last hiring date. The City reserves the right to extend the probationary period for an additional sixty days. Should the City exercise this right, notice must be provided to the probationary employee and the Association President.

(a) The probationary period is for the purpose of enabling the City to determine if an employee has the attributes, attitude and capabilities of becoming a permanent, full-time employee, and a probationary employee may be terminated for any reason at the sole discretion of the City during such six (6) month period without recourse to the Grievance Procedure. Upon such termination, the City shall notify the Association and provide the Association with a general statement of the cause for the termination.

(b) All new employees hired into the unit shall have four (4) performance evaluations which will occur at thirty (30) days, ninety (90) days, one hundred-twenty (120) days, and six (6) months. Such evaluations shall be discussed with the employee at each interval with a determination at each as to whether the employee will continue in his probation.

(c) Probationary employees shall be paid at the probationary salary of the salary plan as set forth in Appendix "A" of this Agreement.

Section 3.4 - Continuation of Seniority: Any employee who has been or in the future is promoted from what is now the bargaining unit to a nonbargaining unit position with the City shall retain his seniority and continue to accumulate seniority while he remains on such job for a period of eight (8) months. If such employee is removed from their job with the City for any reason, other than discharge, considered valid under this Agreement during the first eight (8) months, such employee shall be allowed to return to their previous position.

Section 3.5 - Termination of Seniority: Seniority shall be terminated: after a discharge; after retirement; after transfer out of the Association; after two (2) years of a layoff; if the employee is absent for three (3) consecutive regularly scheduled work day without notifying their 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. In the case of a three-day absence the City will send written notification to the employee at their last known address that they have lost their seniority and that their employment is terminated.

Section 3.6 - Layoff and Recall Procedure: In the event of reductions in supervisory positions, probationary employees will be laid off first, provided that the remaining employees have the present ability to perform the available work. Supervisors with the least seniority in a

classification and division from which they can be spared will be reassigned or transferred in the bargaining unit to an equal or lower position occupied by an employee with less seniority based upon the employee's qualifications and ability to perform the then available work. In the event an employee with seniority is displaced and cannot bump to another job in the Bargaining Unit, such employee shall be placed, if at all possible, in another position with the City for which the employee is qualified and has the ability to perform the work (excluding Police and Fire positions). Such employee shall be considered laid off out of this Bargaining Unit. If no such positions are available, then such employee shall be laid off.

(a) In recalling employees following a layoff, the laid off, full-time employee with the greatest seniority within the bargaining unit shall be the first to be recalled, then all full-time employees shall be recalled according to length of accumulated seniority with the City, provided always that they have the present ability to perform the available work. Following the recall of all full-time employees with seniority, the same procedure shall apply to probationary employees who are laid off.

Section 3.7 - Elimination of Classification: In the event a classification is eliminated, the City will notify the Union at least (15) fifteen calendar days in advance of such elimination. All employees affected by such elimination shall have the right to bump, in order of their seniority, to other jobs in their division, provided:

(a) the eliminated employee has more seniority than the employee he/she bumps;  
and

(b) the eliminated employee has the qualifications and ability to perform the job either immediately or after a training period not exceeding five (5) working days. If there are no jobs in the division, the employee can reach, the employee may bump to any other job within the Unit provided:

(a) the eliminated employee has more seniority than the employee he/she bumps;  
and

(b) the eliminated employee has the qualifications and ability to perform the job either immediately or after a training period not exceeding five (5) working days.

Section 3.8 - Super Seniority: The President, Vice President, Secretary/Treasurer, and Chief Steward in that order shall head the unit-wide seniority list for layoff and recall purposes only. The individuals holding such office shall not be laid off from the unit so long as there is a job in the unit they can perform either immediately or after a training period not to exceed five (5) working days. If such individual is laid off, the individual shall be recalled to the first available vacancy in the unit for which the individual is qualified. Such individuals must exercise their actual seniority to retain a position with the Unit until such time as their seniority will not keep them at work before resorting to this super seniority. Super seniority shall be exercised only to the extent necessary to retain a job with the City.

#### ARTICLE 4 - PROMOTIONS AND TRANSFERS

Section 4.1 - Job Bidding/Promotion: When it is necessary, in this unit, 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 such time employees may bid for such job or vacancy by applying at the Human Resources Office. 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 his/her probationary period. While on probationary status, an employee has a right to submit a Show of Interest for positions that have been posted for bidding. Employees who bid shall be considered on the same basis with other applicants from City employment and applicants from the normal hiring process, with the applicant who is most qualified being awarded the position. If all factors are equal among applicants considered to be the most qualified, and the most qualified applicants include a Bargaining Unit member, the job will be offered first to the Bargaining Unit member.

(b) In determining which applicant is the most qualified for the position, the City will consider an applicant's work experience, educational background, training and other matters, including test results, which relate to the applicant's ability and fitness to perform all of the duties and responsibilities of the position. The City's determination under this section as to who is the most qualified candidate shall prevail unless the Association can establish by a preponderance of the evidence that the City's determination was erroneous.

(c) When an employee covered by this Agreement is promoted to another position covered by this Agreement, he shall be on probation for a period of ninety (90) calendar days. The purpose of the probationary period is to provide a break-in or training period to give the City an opportunity to observe the employee at work in such classification and form an opinion as to whether the employee appears to demonstrate an ability to develop the knowledge and skills required to satisfactorily perform the job duties.

(d) Upon promotion within the unit, two (2) performance evaluations shall occur at thirty (30) days and sixty (60) days with notification prior to ninety (90) days as to whether the probation has been successfully completed. During the probationary period the employee may elect to return to his previously held position due to his choice or as a result of his performance evaluation. If the City eliminates the position during the first 90 calendar days the employee occupies the position, the employee may return to his/her previous position.

(e) An employee may not bid for a job classification with an equal or lower maximum rate of pay until such time as the employee has served one (1) year in their presently held position.

(f) A permanent vacancy shall be defined as a vacancy occasioned by the quitting, discharge, retirement, reassignment or death of a job occupant.

Section 4.2 - Temporary Transfers: The Association and the City agree to continue the City's present practice of temporary transfers from one job classification to another within the bargaining unit to cover for absences due to illness, accidents, vacations, and leaves of absence for the period of such absence.

(a) Employees temporarily transferred for the convenience of the City as provided in this section shall, during the period of such temporary transfer, receive the rate of pay they would have received on their permanent job assignment or, the rate of pay they would have received had the job been awarded under the bidding system, whichever is greater, for the duration of the temporary transfer; provided, however, when an employee is temporarily transferred to a higher classification, the employee shall receive a minimum increase based on forty (40) cents per hour or the rate of pay they would have received had the job been awarded under the bidding system, whichever is greater, for the duration of the temporary transfer.

(b) The parties agree for those periods of time which exceed five (5) consecutive regularly scheduled working days, where Assistant Division Supervisors are temporarily transferred to Division Superintendent, that they shall be paid at the rate in the Superintendent's pay range as if they were permanently promoted for such period.

(c) Employees temporarily transferred for the convenience of the City as provided for in this section shall not be placed in such position for more than sixty (60) days without the City meeting with the Union to discuss the reasons for such continuation. If a continuation is necessary, the employee's time spent in such position shall be applied from the first day to the employee's probationary time whether the employee is promoted into the affected position at that time or in the future.

(d) Transfers during such periods shall be reviewed by the Association and City at the end of thirty (30) days as for the need to continue the temporary transfer. The City will advise the Union of temporary transfers of more than five (5) days duration.

Section 4.3 - Shift Preference: Seniority in a division within classifications shall be the predominate factor for shift selection when a vacancy exists, provided that the City has no objections to the employee's request. Notwithstanding this section, the City maintains the right to assign employees to a shift regardless of their seniority in the job classification. This section shall not be construed as providing bumping rights to employees for different positions.

Section 4.4 - Temporary Promotions of City Employees Outside the Unit to Unit Positions: For those positions temporarily filled by employees outside the unit, the City will prior to filling such vacancies, if time permits, meet with the Association and discuss the need for such temporary promotions. Such temporary promotions shall not exceed thirty (30) days. In the event that an extension of such temporary promotion is needed, the City and the Association shall meet and discuss the need for the extension.

(a) When an employee is temporarily transferred for the convenience of the City as provided in this section, the employee's days worked in the position to which he is temporarily transferred, up to a maximum of ten (10) days, shall be credited toward satisfaction of his probationary period if he is later transferred to that same position on a permanent basis.

Section 4.5 - Temporary Transfers from Other Units: The Association agrees that the City may temporarily transfer other organized employees to supervisory positions as long as the purpose is the need for certification held by the non-Association employee or the transfer is not used as a means to avoid opportunities for normal overtime occurring in the course of operations. Any employee temporarily transferred shall possess the requisite requirements, including certification, of the position.

## ARTICLE 5 - GRIEVANCE PROCEDURE

Section 5.1 - 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. All grievances shall be resolved in the following manner:

FIRST STEP: An employee or group of employees having a grievance shall discuss the problem with the immediate superior not represented by the Association within two (2) working days of the occurrence or the knowledge of the event upon which the grievance is based. It shall be the responsibility of such immediate superior(s) to investigate and seek a solution to the problem. The immediate superior shall respond to the grievance within two (2) working days of presentation of the grievance.

SECOND STEP: If the employee, for any reason, is not satisfied with the results of the First Step, he shall reduce the grievance to writing and he and his Association representative shall, within three (3) working days of the First Step answer, then discuss the problem with the department head. The department head shall discuss the problem with both the division head and others who may have knowledge of the facts involved and recommend a solution. The department head shall answer, in writing, within three (3) working days of the receipt of the Second Step appeal and give the answer to the Association representative.

(a) A grievance shall state (1) who is affected, (2) what happened, (3) when it happened, (4) where it happened, (5) what section of the contract has allegedly been violated, (6) what adjustment is requested, and (7) be signed by the affected employee.

THIRD STEP: If the Association is not satisfied with the results of the Second Step, it may appeal the grievance, in writing, to the Employee Relations Director or the City designee within five (5) working days after receipt of the Second Step grievance response. After fully investigating the grievance and facts involved the City shall, within five (5) working days of receipt of the appeal, set a meeting between the grievant and no more than two (2) members of the Association's grievance committee in order to discuss the grievance and facts involved. The City shall advise the Association of a decision in the matter within five (5) working days after such meeting.

FOURTH STEP: If, at this point, the grievance has not been satisfactorily settled and the Association desires to carry the grievance further, it shall submit such grievance to arbitration by the American Arbitration Association in accordance with its voluntary arbitration rules then pertaining, providing such submission is made within twenty (20) calendar days after receipt by the Association of the City's Third Step answer. If the grievance has not been submitted to arbitration within said twenty (20) calendar day period, it shall be considered as being withdrawn by the Association. The arbitrator shall have no authority to add to, subtract from, change or modify the provisions of this Agreement, but shall be limited solely to the interpretation and application of the specific provisions contained herein. However, nothing contained herein shall be construed to limit the authority of an arbitrator in his own judgment, to sustain, reverse or modify any alleged unjust discharge that may reach this stage of the Grievance Procedure. The decision of the arbitrator shall be final and binding upon the parties hereto. The expenses and fees of the arbitrator and the filing fees of American Arbitration Association shall be borne by the loser. In the event of a split decision the arbitrator shall allocate such costs between the parties.

Section 5.2 - Time Limits: All appeals of duly filed grievances not submitted by the grievant or his representative within the time limit specified shall be termed abandoned grievances and as such shall be considered as a dropped grievance and no further action may be taken. If a grievance is not answered by the City within the time limit specified for such answer at any step of the Grievance Procedure, the grievance may progress to the next step. Any of the time limits specified in the Grievance Procedure may be extended if such extension is mutually agreed to by the City and the Association in writing.

Section 5.3 - Discharge or Suspension Cases: In the event an employee under the jurisdiction of the bargaining unit shall be suspended from work for disciplinary reasons or is discharged from employment after the date hereof, and he believes that just cause does not exist for the suspension or discharge, 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 Employee Relations or City designee within three (3) regularly scheduled working days after such discharge or after the start of such suspension.

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

Section 5.4 - Back Pay Calculation: 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 6 - HOURS OF WORK

Section 6.1 - Normal Work Week: The normal work week shall be eight (8) hours per day and forty (40) hours per week, Sunday through Saturday. This shall not be construed as a guarantee of hours of work or pay. Effective May 31, 2012, employees shall be paid on a bi-weekly basis.

Section 6.2 - Overtime: Overtime shall be paid at the rate of time and one-half (1-1/2) multiplied by the hourly rate for work in excess of forty (40) hours per week or eight (8) hours per day. For employees scheduled on a four-day, ten-hour shift work week, overtime shall be paid pursuant to the above formula for all work in excess of forty (40) hours per week or ten (10) hours per day.

(a) For those employees working on a seven (7) day continuous operation, the sixth (6th) and seventh (7th) days shall be considered as Saturday and Sunday for the purpose of computing overtime.

(b) In lieu of receiving overtime compensation, employees may, with permission of the City, bank the overtime hours as compensatory time off up to a maximum of one hundred (100) hours. Effective January 1, 2008, the employee may, with permission of the City, bank the overtime hours as compensatory time off up to a maximum of one hundred forty (140) hours. Such bank time shall be accrued at the rate of one and one-half (1 1/2) hours of compensatory time for each hour of overtime worked for which the City has given the employee permission to accrue such compensatory time. Such compensatory time off may be taken at times mutually convenient to the City and the employee. Employees may use compensatory time for days when they are unable to work due to illness. If an employee requests compensatory time for illness, the City may require the employee to produce a doctor's slip or have the employee examined by a doctor of the City's choosing. Compensatory time requests must be for a minimum of one (1) hour. Employees may cash out a maximum of forty (40) hours of accrued compensatory time per year. Requests must be submitted in writing between September 1 and December 1 of each year and are subject to review by the Finance Director and Director of Public Works to determine if funds are available for such payments. Payment will be made at the employee's rate of pay in effect at the time the request is submitted. The maximum number of hours which can be included in calculating an employee's final average compensation for pension purposes is one hundred (100) hours.

(c) Only hours actually worked, not hours paid, count towards determining and employee's eligibility for overtime.

Section 6.3 - Call-In Pay: An employee called in for duty outside their normal shift will receive a minimum of four (4) hours pay at the overtime rate. Effective June 21, 2011, the minimum payment for a call-in shall be four (4) hours at the employee's straight time rate. Employees are eligible for only one (1) such premium payment for call-ins occurring within three hours of the start of the employee's normal shift. Additional call-ins during that time period will be paid based on

actual time worked. The call-in premium will not apply when an employee is held over from a previous shift.

Section 6.4 - Shift Premium: The City will grant shift premium of forty cents (40¢) per hour to all employees who work on the second shift (starting on or after 2:00 p.m.), and forty-five (45) cents per hour on the third shift (starting on or after 10:00 p.m.). This provision is meant to include all scheduled and non-scheduled overtime, provided the call-in is outside the employees regularly scheduled shift.

Section 6.5 - Salary Schedule: The salary of positions thereof are set forth in Appendix "A" attached hereto and by this reference made a part hereof.

Section 6.6 - Certification Pay: Employees shall receive certification pay in addition to their weekly base pay in the amount set forth below for certificates that are utilized by the City in the employee's job classification.

<u>Wastewater Treatment Plant Certificate</u>	<u>Water Plant Certificate</u>	
"D" = \$ 5.00	"D-3" = \$ 6.00	S4 = \$ 6.00
"C" = \$10.00	"D-2" = \$10.00	S3 = \$ 8.00
"B" = \$14.00	"D-1" = \$16.00	S2 = \$10.00
"A" = \$16.00		S1 = \$12.00

If an employee changes job assignments at the request of the City, and the certification for which the employee receives pay is not required in the new assignment, the certification pay shall continue as long as the certification remains valid.

Section 6.7 - 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 6.8 - Standby Pay: The City shall grant 1.50 hours straight time pay for each day the supervisor is requested or required to standby for service by division superintendent or department head. This pay shall not be calculated in the overtime calculation. Supervisors recognize and acknowledge that stand by is idle time, subject to reasonable restrictions on the supervisor's freedom of movement. Consequently, stand-by is not considered work time. Despite the idle nature of the time spent on stand-by, the parties agree that an employee may choose to receive compensatory time based upon 1.5 hours per day spent on stand-by in lieu of straight time pay.

Section 6.9 - Direct Deposit: Employees hired on or after July 14, 2005, must have their entire paycheck direct deposited. All employees hired prior to July 14, 2005, must make arrangements for direct deposit of their entire paycheck on or before December 1, 2005.

ARTICLE 7 - PAID TIME OFF (PTO)

Section 7.1 - PTO Schedule: Employees who have completed one (1) or more years of continuous service with the City since their last hiring date and have worked not less than eighteen hundred (1800) hours during their anniversary year shall receive paid time off in accordance with the following schedule:

(a)

<u>Years of Service</u>	<u>Hours</u>
6 months continuous service	56 hours
1 but less than 2	96 hours
2 but less than 7	136 hours
7 but less than 13	176 hours
13 but less than 20	216 hours
20 or more	256 hours

(c) Effective October 1, 2011, the parties understand and agree that vacation pay-offs at termination of employment shall not be included in the calculation of an employee's final average compensation for pension purposes.

NOTE: Eight (8) hours has been added at each step in the schedule of vacation hours. This represents eight hours formerly designated as a floating holiday for the employee's birthday.

(d) Employees working less than 1800 hours during their anniversary year shall have their vacation benefit prorated based on 1800 hours. Time spent under the City's Sickness & Accident Program shall not count as service for the calculation of vacation benefits. Vacation must be taken or forfeited prior to the next succeeding anniversary date and may not be accumulated from year to year. However, vacation time off may be carried over when circumstances beyond the control of the employee make it impossible for the employee to use vacation during the year. The maximum amount that may be carried over under the exception is forty (40) hours per year, and any time carried over must be used within three (3) months after the employee's anniversary date.

#### ARTICLE 8 - HOLIDAYS

Section 8.1 - Holidays Defined: The following days are holidays and an employee shall receive these days off whenever possible. In the event an employee is requested to work any of the holidays, the employee shall receive, in addition to regular pay, an amount equal to one and one-half (1-1/2) times his regular hourly rate for each hour actually worked. If a holiday falls on Sunday, Monday shall be considered the holiday. If a holiday occurs during an employee's scheduled vacation, the employee shall be permitted to take an additional day of vacation. Employees who work on the Christmas Day holiday shall receive double time for all hours actually worked on that day. For continuous shift operations, if a holiday occurs during an employee's regularly scheduled off day, the employee will receive holiday pay for the holiday in addition to their regular pay for the week. Payment of the holiday in this situation shall not be used to calculate overtime hours for that particular work week. The practice of holidays floating to an employee's next scheduled work day is discontinued.

New Year's Day	Veteran's Day
Martin Luther King's Birthday	Labor Day
Presidents' Day	Thanksgiving Day
Good Friday	Friday following Thanksgiving Day

Memorial Day  
Independence Day  
Faster (Dispatch Supervisors only, and only when actually worked)

Christmas Day  
Day preceding Christmas Day

Section 8.2 - Holiday Qualification: To qualify, the employee must either work his entire scheduled work day on a holiday, or if not scheduled, then his entire last regularly scheduled working day before and after the day celebrated as a holiday, unless granted an authorized leave of absence by his immediate supervisor.

#### ARTICLE 9 - HEALTH AND LIFE INSURANCE

Section 9.1 - Health Insurance: The City shall provide each full-time employee the option of selecting one of the following health plans:

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 \$2,000 deductible for single coverage and a \$4,000 deductible for two person or family coverage. Once the deductible is met, the plan has a prescription co-pay of \$10 for generic drugs and \$60 for brand name drugs. The plan maximum prescription co-pay out of pocket cost is \$1,000 for single coverage, \$2,000 for two person/family.

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

Employees participating in the HDHP shall not be required to make a payroll contribution to the insurance premium, with the exception being employees on an unpaid leave of absence or suspension. Employees on an unpaid leave of absence or suspension shall continue to have their insurance benefits (health, dental, and life) paid by the City for the first sixty (60) calendar days. After sixty (60) days, the 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.

In addition to the base plan, the City agrees to provide at least one other option through an 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 20% of the base plan and any increase in 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 of the HDHP. If the employee chooses a plan other than the base plan, the employee will pay 20% of the cost of the HDHP and the difference between the premium of the HDHP and the alternative plan selected. The cost of the annual premium will be deducted on a pro-rata basis each pay period each month.

Solely in consideration for employees' 20% contribution to their healthcare premium the City will initially fund the deductible annually as follows:

Single Coverage	Two Person / Family	
Health Year 2017 – 100% end of each quarter)	\$2,000	\$4,000 (\$500/\$1000 at
Health Year 2018 – 100% end of each quarter)	\$2,000	\$4,000 (\$500/\$1000 at
Health Year 2019 -- 0%	\$0	\$0

(c) Employees, if eligible, may elect previously offered health plans, if available, but must pay the difference in the illustrated rate between the HDHP and the plan selected. Such payment must be done via payroll deduction. If for any pay period there are insufficient wages due and payable to the employee to cover the premium to be withheld, the employee must submit the appropriate amount directly to the City no later than the end of the calendar month when the premium is due.

The City agrees to continue to provide health insurance benefits for the period of time that an employee is receiving sickness and accident benefits. Health insurance benefits shall be provided for a maximum of three (3) months to any Bargaining Unit member suffering a layoff.

The City agrees to offer employees the opportunity to renew their health insurance coverage each fiscal year, and to choose from the available plans as their health insurance provider.

The City will allow employees the opportunity 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.

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

1. The employee shall pay the cost of continuing the plan, which shall not exceed the group monthly rate of the City for the equal coverage of a current employee.
2. The City reserves the right to modify the hospitalization plan provided to retirees to reflect the identical coverage provided to active employees.

Upon retirement, with a benefit payable, the City agrees to contribute to the cost of continuing the "employee only" health insurance benefits an amount not exceeding \$200.00. **THIS PLAN IS ONLY AVAILABLE TO EMPLOYEES HIRED ON OR BEFORE 6/21/2011.**

The City shall contribute to the cost of Medicare supplement an amount not exceeding \$135.00.

Effective 6/1/2000, if the employee has dependents, the City agrees to contribute to the cost of said benefits according to the following schedule:



1) Employee and Dependents non-Medicare eligible:

Employee	\$120.00
Dependent	80.00

2) Employee and Dependents Medicare eligible:

Employee	\$ 85.00
Dependent	50.00

3) Employee is under age 65 and his dependent(s) is Medicare eligible:

Employee	\$120.00
Dependent	80.00

4) Employee is Medicare eligible and his dependent(s) is under age 65:

Employee	\$ 85.00
Dependent	80.00

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

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

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

Section 9.2 - Dental Insurance: The City agrees to pay the premium for dental insurance for employees and their eligible dependents. The plan shall be the Delta Dental of Michigan traditional 80/20 plan (or equivalent), with the following benefits:

Deductible: no deductible on Diagnostic, Preventive or Emergency Palliative (Class I)  
\$25.00 per person on balance of Class II and Class III benefits

Benefit: \$1,500 annual maximum contract benefit per person for Class I, II, and III benefits  
Orthodontics: 50% co-pay on Class IV benefits, with lifetime maximum of \$1,000 per eligible person

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

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

Section 9.3 - 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 \$28,000. 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 9.4 - 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 10 - LEAVES OF ABSENCE

Section 10.1 - Personal Leave of Absence: The Human Resources Manager may, upon the recommendation of the department head, grant a leave of absence for personal reasons, without pay and without loss of accrued seniority to an employee who has completed his probationary period provided, in the sole judgment of the City, such employee can be spared from his work. The length of such leave of absence shall not exceed six (6) months.

Section 10.2 - 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 or bank time 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 four (4) regularly scheduled working days at any one time. For the first two (2) emergency leave days, there shall be no charge made to the employee's accumulated sick leave or bank time, thereafter, the paid emergency leave payment will be conditioned on charging the employee's accumulated sick leave or bank time.

Section 10.3 - Funeral Leave of Absence: Employees shall receive the amount of pay they would have received on a regular eight (8) hour straight time basis for each day necessarily lost from regularly scheduled duty, not to exceed three (3) days, to make arrangements for and attend the funeral of a member of their immediate family. This payment shall not be made for any of such three (3) days on which the employee for any other reason would have been absent from work. Such paid funeral leave shall not extend beyond the day following the funeral and to be eligible for such pay, the employee must notify the City as soon as possible of the necessity for such absence, must attend the funeral, and if requested by the City, must present proof of death.

(a) Immediate family is to be defined as: current spouse, children, stepchild, brother, sister, mother, father, mother-in-law, father-in-law, grandmother, grandfather, or grandchild. Employees shall be allowed one (1) funeral leave day with pay to attend the funeral of a sister-in-law, brother-in-law or grandparent of spouse.

Section 10.4 - Military Leave: The reinstatement rights of any employee who enters the military service of the United States by reason of an Act or Law enacted by the Congress of the United States, or who may voluntarily enlist during the effective period of such law shall be determined in accordance with the provisions of the law granting such rights.

Section 10.5 - 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 Reserves 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 thereof 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 10.6 - Jury Duty Leave: Permanent, full-time employees shall be granted leaves of absence for required jury duty. Such employees shall receive that portion of their regular compensation which will, together with their jury pay or fees (excluding mileage), equal their total compensation for the same period. The time spent on jury duty shall not be counted as time worked in computing overtime. An employee excused from jury duty during regular working hours shall report to his supervisor immediately.

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

Section 10.7 - 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 of ten (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.

Section 10.8 - Leave of Absence With Pay: Department heads may recommend a regular employee to be absent, with pay, when such leave is in the best interests of the City. Such requests shall be submitted to the Human Resources Manager, in writing, for approval by the City Manager and shall not exceed ten (10) days in any one calendar year.

#### ARTICLE 11 - LONGEVITY

Section 11.1 - Longevity Pay: The City agrees to a longevity pay program whereby it pays to all eligible employees, defined as employees hired on or before June 21, 2011, who qualify for such, the amount 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:  
\$1,000

(d) Any employee who terminates his employment for any reason after his employment anniversary date of any year shall receive, along with his 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 pension benefit immediately payable under the Michigan Employee's 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 complete months past their employment anniversary date and shall be payable on the last paycheck to the employee.

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

#### ARTICLE 12 - PENSION PLAN

Section 12.1 - Pension Plan: Bargaining Unit employees are members of the Michigan Employees' Retirement System (MERS).

**(A) Employees hired prior to June 21, 2011, are covered by the following benefits::**

- (1) Benefit Program B-4. (EDITOR'S NOTE: January 1, 1996)
- (2) Benefit Program FAC-3. (EDITORS NOTE: January 1, 1996)
- (3) Benefit Program RS 50%. (EDITOR'S NOTE: May 1, 2003)

(4) Benefit Program P55 (25) which allows an employee to retire at age 55 with 25 or more years of credited service with full benefits. The pension system also allows an employee to retire at age 55 with 15 or more years of credited service on a reduced allowance program and also at age 50 with 25 or more years of credited service on a reduced allowance program. (EDITOR'S NOTE: June 1, 1987)

(5) On June 1, 1988, 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 June 21, 2011, are covered by the following benefits:**

- (1) Benefit Program C-1 New with a 1.5% multiplier
- (2) Benefit Program FAC-3

**(C)** Employees except those employees under the C-1 Pension, shall be required to contribute 3.5% of their weekly gross pay to the

Pension System.

(D) Pursuant to provisions of MERS, employees attain vested status in the Pension System with ten years of credited service. An employee may retire with full benefits at age 60 with ten or more years of credited service. The Pension System also allows an employee to retire at age 55 with fifteen or more years of credited service on a reduced allowance program and also at age 50 with 25 or more years of credited service on a reduced allowance program.

Employees hired prior to June 21, 2011, must contribute an additional 1.66% of their weekly gross pay to the Pension System. This change will bring the weekly pension contribution to 4.16%. The 1.66% increase covers the cost of Benefit Program RS 50%. (Effective 5/1/03)

Section 12.2 -Final Average Compensation: The employees agree and understand that effective October 1, 2011, vacation pay-offs at termination shall no longer be included in determining an employee's final average compensation for pension purposes.

Section 12.3 - 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, participation in the City's 457 Plan (457) is encouraged.

(a) Effective no later than September 30, 2005, the City will make an up to 5% equal contribution on behalf of employees to the 457 as follows:

1. Employee may contribute up to 5% of gross income to the 457 to receive the Employer match.
2. Contributions must be made on a weekly basis.
3. City contributions will continue only as long as the employee is maintaining the required contribution. Should an employee stop contributing to the 457 or decrease their contribution level below 1%, the City will cease contributions for the remainder of the calendar year.

## ARTICLE 13 - EDUCATIONAL INCENTIVE

Section 13.1 - Educational Incentive: 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 hereby agrees to pay permanent, full-time employees who have completed accredited courses in job related curriculum in the amounts as set forth below. All courses must be certified by an accredited college before payment is made and a passing score for the course ("C" or above) must be received. All job related areas will be defined by the Human Resources Manager. Proof of completion rests with the employee and must be presented in the Human Resources Office for payment. Such payment shall be made in the first pay period in June each calendar year.

(a) Seventy-five Dollars (\$75.00) for completion of a one semester certification program, usually 15 to 19 credit hours, in a job related field.

(b) One Hundred Dollars (\$100.00) for completing the two (2) semester certification program in a job related field or equivalent thirty (30) credit hours.

Equivalency requirements to meet are a minimum of twenty-one (21) credit hours in the respective job related field and nine (9) credit hours in general courses.

(c) Two Hundred Dollars (\$200.00) for completion of an Associate Degree in a job related field or equivalent sixty (60) credit hours in a job related field; or who are certified or registered by the State of Michigan and use either the certification or registration in their field of work.

(d) Employees who have been granted a Bachelor Degree in a job related field shall be granted a Three Hundred Dollar (\$300.00) per year payment.

(e) Employees who have been granted a Master's Degree in a job related field shall be granted a Five Hundred Dollar (\$500.00) per year payment.

All such payment requirements must be in addition to the minimum requirements of the position, as established by the City. If the job classification requires, as a minimum, an education requirement, the position would not receive additional educational payment. All such determinations shall be made on an individual basis by the Director of Employee Relations and are not subject to review. Employees who receive certification pay pursuant to Article V, Section 6 shall not be allowed to use the same credit hours or certification for payment of benefits under this educational incentive program.

Section 13.2 - Training: The City will implement a supervisor's training program to improve existing supervising skills and techniques and develop new supervising skills and techniques. There will be at least two (2) training programs each year, scheduled at the discretion of the City. Attendance at these programs will be voluntary. Though voluntary, the employee will be compensated at the appropriate pay rate for attendance to in-service training. For those out-of-town training sessions the employee shall be compensated for any combination of hours up to eight (8) hours per day. The program may be conducted either by the City or by outside party.

(a) Attendance at training sessions and evaluations arising out of the training sessions shall be among the criteria utilized by the City in the selection of persons to fill supervising job openings.

#### ARTICLE 14 - SICK LEAVE

Section 14.1 - 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 City will pay periodically, commencing with the first (1st) 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 City will pay a one-fifth (1/5th) part of the weekly indemnity for which such employee is insured. "Weekly Indemnity is Payable" shall mean those days on which an employee is normally scheduled to work, based on an eight (8) hour day, forty (40) hour week. An employee shall not be insured for and no weekly indemnity shall be payable for any disability:

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

2. Resulting from intentionally self-inflicted injury or attempted self-destruction.
3. Resulting from injury sustained as a result of war, declared or undeclared, or any 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. For each day of any such period of disability for which a weekly indemnity is payable and which is less than a full week, the City will pay a one-fifth (1/5th) part of the weekly indemnity for which the employee is insured. "Weekly Indemnity is Payable" shall mean those days on which an employee is normally scheduled to work, based on an eight (8) hour day, forty (40) hour week. 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 Workers' 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 employees' 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 weekly indemnity benefits shall begin with the first (1st) day of disability due to an accident or on the eighth (8th) day due to a sickness or pregnancy and shall be sixty-six (66%) percent of the employee's weekly gross earnings based on a forty (40) hour week. The benefits shall be paid for a maximum period of twenty-six (26) week.

Section 14.2 - Accumulated Paid Sick Leave Credits: All accumulated sick leave credits will be frozen effective September 15, 1974, and may be used by employees who have such benefits during the period of sickness or pregnancy from the first (1st) to the eighth (8th) day under the provisions of the sickness and accident insurance policy when such policy does not provide payment. (In addition, those employees may use accumulated sick leave credits for approved leaves of absence or vacation, with pay up to eighty (80) hours per year).

(a) Upon retirement with a pension benefit immediately payable under the Michigan Employee's Retirement System or death of the employee, the employee or his estate shall receive an amount equal to the remaining unused sick leave, paid at the rate in effect on May 4, 1974. In addition, employees terminating may receive twenty-five (25%) percent of the remaining unused sick leave pay.

Section 14.3 - 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 15 - WORK STOPPAGE

Section 15.1 - No Strike - No Lockout: The Association agrees that, during the life of this Agreement, neither the Association nor its officers or agents, will authorize, instigate, aid, condone or engage in a strike, sympathy strike, slowdown or other interference with the City operations. The City agrees that, during the same period, there shall be no lockouts.

Section 15.2 - 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.

#### ARTICLE 16 - GENERAL

Section 16.1 - Supervisory Relationships: The City agrees to provide each supervisor with a copy of each union contract, amendments thereto, and new or amended policies or procedures which will affect his working relationships with the persons being supervised.

(a) It shall be the procedure for hiring into the affected bargaining units, that an applicant must be interviewed by the immediate supervisor before hiring. However, the final selection(s) shall be made by the City Administration.

Section 16.2 - Rules and Regulations: It is understood and agreed 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 16.3 - Savings Clause: In the event that any of the provisions of this Agreement shall become invalid or unenforceable, such invalidity or unenforceability shall not affect the remaining provisions thereof. In the event any provisions are so invalidated, this Agreement shall be reopened for the express purpose of re-negotiating such invalid or unenforceable provision.

Section 16.4 - 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 16.5 - Complaints against Employees: If, after investigating an initial complaint or accusation, whether oral or written, the Director of Employee Relations determines that meetings with the complainant or the employee may be warranted, he shall notify the employee of such complaint or accusation upon such determination.

(a) Bargaining unit members under investigation for a violation of City rules or policies shall have a right to union representation during an investigative interview that may result in disciplinary action taken against the member. Prior to taking action suspending or terminating a bargaining unit member, the City will meet with the employee, notify them of the charges against them, and provide the employee an opportunity to respond to the allegations. When possible, the City will give the Association two (2) working days' notice prior to meeting with an employee.

(b) A copy of any written complaint or accusation will be provided to the employee prior to his meeting with the Director of Employee Relations, unless the incident giving rise to the complaint or accusation is the subject of a criminal investigation, or of criminal or civil legal proceedings, in which case the City's investigation shall be held in abeyance.

Section 16.6 - Safety Shoes: All supervisors working in operational areas will wear safety shoes while working for the City. The City agrees to contribute \$120.00 once each year of this Agreement toward the cost of safety shoes purchased.

Section 16.7 - Safety Glasses: The City agrees to provide employees with safety glasses. It is understood and agreed that the employee is responsible for the cost of any examination. The City's obligation under this Section is limited to providing one (1) pair of safety lenses and standard safety frames but not more often than once each year of this Agreement unless the lenses or frames are damaged while working for the City.

Section 16.8 - Subcontracting: The City agrees to give the Association a minimum of forty-five (45) calendar-day notice of proposed subcontracting of work normally performed by bargaining unit members. If requested by the Association, the City agrees to meet to explore alternatives presented by the Association to the proposed subcontracting. Such requests by the Association must be made within seven (7) calendar days of receipt of the notice of intent to subcontract. It is not the City's intent to erode the bargaining unit by subcontracting; however, it is understood that subcontracting may result in employees being displaced. This agreement is not in any way to be construed as prohibiting or preventing subcontracting by the City.

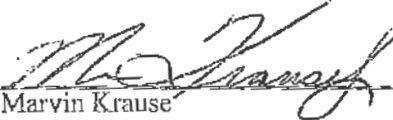
Section 16.9 - Commercial Driver's License: The City agrees to pay the cost of renewal of a CDL for employee's who are required to have such license in their classification.

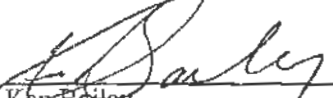
ARTICLE 17 - DURATION


Section 17.1: This Agreement shall become effective as of July 1, 2016, except as otherwise noted and shall be operative and remain in full force and effect until June 30, 2019, and from year to year thereafter unless either party hereto shall notify the other in writing at least sixty (60) calendar days prior to the expiration of this Agreement or sixty (60) days prior to the expiration of any subsequent automatic renewal of its intention to amend, modify or terminate this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the \_\_\_\_ day \_\_\_\_\_, 2016.

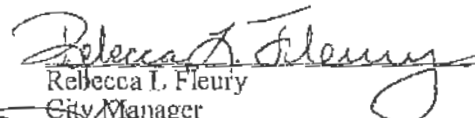
BATTLE CREEK SUPERVISORS  
ASSOCIATION


  
\_\_\_\_\_  
Marvin Krause  
President, BCSA

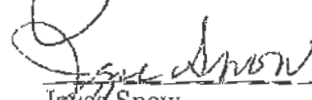
  
\_\_\_\_\_  
Ken Bailey  
Vice President, BCSA

  
\_\_\_\_\_  
Phil Lahr  
Secretary Treasurer

CITY OF BATTLE CREEK

  
\_\_\_\_\_  
Rebecca L. Fleury  
City Manager

  
\_\_\_\_\_  
Nancy Mullett  
Labor Attorney

  
\_\_\_\_\_  
Joyce Snow  
Human Resource Director

Job Classification	Code		7/1/2016	7/1/2017	7/1/2018
			3%	3%	3%
Public Works Office S1	336	Probationary Rate	\$ 28.274	\$ 29.122	\$ 29.995
Supervisor		Maximum Rate	\$ 29.584	\$ 30.471	\$ 31.385
Public Works Office S2	336	Probationary Rate	\$ 27.759	\$ 28.591	\$ 29.449
Supervisor		Maximum Rate	\$ 29.069	\$ 29.941	\$ 30.839
Public Works Office S3	336	Probationary Rate	\$ 27.244	\$ 28.061	\$ 28.903
Supervisor		Maximum Rate	\$ 28.554	\$ 29.410	\$ 30.293
Public Works Office S4	336	Probationary Rate	\$ 26.368	\$ 27.159	\$ 27.974
Supervisor		Maximum Rate	\$ 27.678	\$ 28.509	\$ 29.364
Foreman II - Water S1	342	Probationary Rate	\$ 27.360	\$ 28.181	\$ 29.026
		Maximum Rate	\$ 28.624	\$ 29.482	\$ 30.367
Foreman II - Water S2	342	Probationary Rate	\$ 26.845	\$ 27.650	\$ 28.480
		Maximum Rate	\$ 28.109	\$ 28.952	\$ 29.821
Foreman II - Water S3	342	Probationary Rate	\$ 26.330	\$ 27.120	\$ 27.933
		Maximum Rate	\$ 27.594	\$ 28.422	\$ 29.274
Foreman II - Water S4	342	Probationary Rate	\$ 25.454	\$ 26.218	\$ 27.005
		Maximum Rate	\$ 26.718	\$ 27.520	\$ 28.345
Water Distribution S1	343	Probationary Rate	\$ 29.661	\$ 30.551	\$ 31.467
Supervisor		Maximum Rate	\$ 31.001	\$ 31.931	\$ 32.889
Water Distribution S2	343	Probationary Rate	\$ 27.759	\$ 28.591	\$ 29.449
Supervisor		Maximum Rate	\$ 29.069	\$ 29.941	\$ 30.839
Water Distribution S3	343	Probationary Rate	\$ 27.244	\$ 28.061	\$ 28.903
Supervisor		Maximum Rate	\$ 28.554	\$ 29.410	\$ 30.293
Water Distribution S4	343	Probationary Rate	\$ 26.368	\$ 27.159	\$ 27.974
Supervisor		Maximum Rate	\$ 27.678	\$ 28.509	\$ 29.364
DPW Operations	344	Probationary Rate	\$ 27.601	\$ 28.429	\$ 29.282
Foreman		Maximum Rate	\$ 28.941	\$ 29.809	\$ 30.703
Foreman II - Sewer	345	Probationary Rate	\$ 25.300	\$ 26.059	\$ 26.841
		Maximum Rate	\$ 26.564	\$ 27.361	\$ 28.181
General Foreman	346	Probationary Rate	\$ 26.214	\$ 27.000	\$ 27.810
		Maximum Rate	\$ 27.524	\$ 28.349	\$ 29.200
Foreman II - WWTP/MTN	347	Probationary Rate	\$ 25.300	\$ 26.059	\$ 26.841
		Maximum Rate	\$ 26.564	\$ 27.361	\$ 28.181
Foreman II - WWTP/OPS-A	347	Probationary Rate	\$ 27.360	\$ 28.181	\$ 29.026
		Maximum Rate	\$ 28.624	\$ 29.482	\$ 30.367
Foreman II - WWTP/OPS-B	347	Probationary Rate	\$ 26.845	\$ 27.650	\$ 28.480
		Maximum Rate	\$ 28.109	\$ 28.952	\$ 29.821
Foreman II - WWTP/OPS-C	347	Probationary Rate	\$ 26.330	\$ 27.120	\$ 27.933
		Maximum Rate	\$ 27.594	\$ 28.422	\$ 29.274
Foreman II - WWTP/OPS-D	347	Probationary Rate	\$ 25.434	\$ 26.197	\$ 26.983
		Maximum Rate	\$ 26.698	\$ 27.499	\$ 28.323
Foreman II	348	Probationary Rate	\$ 25.403	\$ 26.165	\$ 26.950
		Maximum Rate	\$ 26.667	\$ 27.467	\$ 28.291

Job Classification	Code		7/1/2016	7/1/2017	7/1/2018
			3%	3%	3%
Operations Supervisor / Transit	351	Probationary Rate	\$ 26.317	\$ 27.106	\$ 27.919
		Maximum Rate	\$ 27.627	\$ 28.455	\$ 29.309
Maintenance Group Supervisor A	352	Probationary Rate	\$ 29.661	\$ 30.551	\$ 31.467
		Maximum Rate	\$ 31.001	\$ 31.931	\$ 32.889
Maintenance Group Supervisor B	352	Probationary Rate	\$ 29.146	\$ 30.020	\$ 30.921
		Maximum Rate	\$ 30.486	\$ 31.401	\$ 32.343
Maintenance Group Supervisor C	352	Probationary Rate	\$ 28.631	\$ 29.490	\$ 30.375
		Maximum Rate	\$ 29.971	\$ 30.870	\$ 31.796
Maintenance Group Supervisor D	352	Probationary Rate	\$ 27.735	\$ 28.567	\$ 29.424
		Maximum Rate	\$ 29.075	\$ 29.947	\$ 30.845
Facilities Project Supervisor	353	Probationary Rate	\$ 27.601	\$ 28.429	\$ 29.282
		Maximum Rate	\$ 28.941	\$ 29.809	\$ 30.703
Operations Group A Supervisor	354	Probationary Rate	\$ 29.661	\$ 30.551	\$ 31.467
		Maximum Rate	\$ 31.001	\$ 31.931	\$ 32.889
Operations Group B Supervisor	354	Probationary Rate	\$ 29.146	\$ 30.020	\$ 30.921
		Maximum Rate	\$ 30.486	\$ 31.401	\$ 32.343
Operations Group C Supervisor	354	Probationary Rate	\$ 28.631	\$ 29.490	\$ 30.375
		Maximum Rate	\$ 29.971	\$ 30.870	\$ 31.796
Operations Group D Supervisor	354	Probationary Rate	\$ 27.735	\$ 28.567	\$ 29.424
		Maximum Rate	\$ 29.075	\$ 29.947	\$ 30.845
Lab / IPP Group Supervisor	355	Probationary Rate	\$ 26.214	\$ 27.000	\$ 27.810
		Maximum Rate	\$ 27.524	\$ 28.349	\$ 29.200
Transit Maintenance Supervisor	356	Probationary Rate	\$ 26.317	\$ 27.106	\$ 27.919
		Maximum Rate	\$ 27.627	\$ 28.455	\$ 29.309
Downtown Maintenance Supervisor	357	Probationary Rate	\$ 26.564	\$ 27.361	\$ 28.181
		Maximum Rate	\$ 27.351	\$ 28.171	\$ 29.016
Foreman I	360	Probationary Rate	\$ 23.765	\$ 24.478	\$ 25.212
		Maximum Rate	\$ 25.318	\$ 26.078	\$ 26.860
Chief Operator D1	590	Probationary Rate	\$ 28.274	\$ 29.122	\$ 29.995
		Maximum Rate	\$ 29.584	\$ 30.471	\$ 31.385
Chief Operator D2	590	Probationary Rate	\$ 27.759	\$ 28.591	\$ 29.449
		Maximum Rate	\$ 29.069	\$ 29.941	\$ 30.839
Chief Operator D3	590	Probationary Rate	\$ 27.244	\$ 28.061	\$ 28.903
		Maximum Rate	\$ 28.554	\$ 29.410	\$ 30.293
Chief Operator D4	590	Probationary Rate	\$ 26.214	\$ 27.000	\$ 27.810
		Maximum Rate	\$ 27.524	\$ 28.349	\$ 29.200
Horticulture / Landscape Maintenance Supervisor	623	Probationary Rate	\$ 25.300	\$ 26.059	\$ 26.841
		Maximum Rate	\$ 26.564	\$ 27.361	\$ 28.181

**LETTER OF UNDERSTANDING  
CITY OF BATTLE CREEK,  
AFSCME, LOCAL 1387,  
And the  
BATTLE CREEK SUPERVISORS ASSOCIATION**

**RE: Clothing Allowance**

The City of Battle Creek (CITY) the American Federation of State, County and Municipal Employees, Local 1387 (AFSCME) and the Battle Creek Supervisors Association (BCSA) enter into this Letter of Understanding for the purpose of setting forth an agreement regarding CITY providing a clothing allowance to bargaining unit members. The parties agree as follows:

1. CITY shall no longer purchase clothing for employees that may be considered a taxable event.
2. CITY agrees to provide a stipend of \$250 to bargaining unit members who do not wear rental uniforms. This will be paid in the 2<sup>nd</sup> paycheck in July, 2015, and each July thereafter at the discretion of CITY. Further clothing stipends shall be subject to the availability of funds in the CITY budget.
3. Employees hired on or after July 1 of the current fiscal year who choose to receive the clothing stipend will receive a prorated stipend based upon their date of hire.
4. CITY agrees to meet with AFSCME and BCSA representatives in May, 2015, and every May thereafter as appropriate, to discuss the effectiveness of this LOU and to discuss how stipends may be paid in the future. Such discussions shall specifically address the ability of employees to opt out of the rental uniform agreement and how employees who are wearing rental uniforms may qualify for a limited stipend for outerwear.
5. Each member of AFSCME and BCSA must notify their supervisor of their decision to either rent uniforms or receive the clothing stipend on or before June 1.
6. This agreement shall be effective on the date of signing. The parties understand that bargaining unit members who wear rental uniforms shall not receive a stipend in July of 2015.

Date: April 29, 2015

  
\_\_\_\_\_  
Nancy Mullett  
Labor Relations Attorney

  
\_\_\_\_\_  
BCSA

  
\_\_\_\_\_  
BCSA

  
\_\_\_\_\_  
AFSCME, Local 1387

  
\_\_\_\_\_  
AFSCME, Local 1387

