

AGREEMENT

BETWEEN

THE CITY OF BATTLE CREEK, MICHIGAN

AND

SERVICE EMPLOYEES INTERNATIONAL UNION
LOCAL 517M, REGION 2, UNIT 26

EFFECTIVE July 1, 2019
through June 30, 2024

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AGREEMENT

THIS AGREEMENT entered into as of this 16th day of July 2019, by and between the CITY OF BATTLE CREEK, hereinafter referred to as the "City," and LOCAL 517M, UNIT 26 OF THE SERVICE EMPLOYEES INTERNATIONAL UNION, hereinafter referred to as the "Union."

ARTICLE 1 - PURPOSE

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

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 - GENERAL

Section 2.1 - Recognition: The City does hereby recognize the Union as the sole and exclusive representative for the purpose of collective bargaining in respect to wages, hours and other terms and conditions of employment for the term of this Agreement for all full-time permanent and part-time permanent as defined, non-supervisory employees performing technical, clerical and professional duties for the City and who hold, the job classifications set forth in Appendix "A" and incorporated by this reference. Exceptions to the exclusive and automatic Union right of representation in this section 2.1 are as follows:

- (a) Any employee that is employed on a temporary basis with funding from the federal government for the primary purpose of employment training or creating temporary employment shall not be covered by this Agreement, however, if the employee remains employed for more than six (6) months, he will, on the first day following such six (6) month period, automatically be covered by this Agreement and be treated on that date on the same basis as a new hire.
- (b) The City has the right to hire temporary and/or seasonal employees to perform Bargaining Unit work. The City agrees that it will not make a series of seasonal hires or utilize temporary service contract personnel to avoid filling a permanent Bargaining Unit position provided for in the City budget or for the purpose of avoiding filling of a position on a permanent basis which would otherwise result in a position in the Bargaining Unit. It is expressly understood that Recreation activity positions (e.g., Recreation Leaders, Recreation Instructors, Program Supervisors, Life Guards, Sports Officials, etc.) are exempt from this provision.

- (c) The language in subparagraph (b) above will not limit the City's right to hire seasonal or temporary employees to fill positions temporarily vacant as a result of a leave of absence, vacation, or similar reasons.
- (d) The City will have the right to fill Bargaining Unit positions with part-time permanent employees. Part-time permanent employees are defined as regularly scheduled employees who work less than 1800 (one thousand eight hundred) hours in a calendar year. Part-time permanent employees who work more than 1800 hours in a calendar year shall be reclassified as permanent, full-time employees until such time as the number of hours worked is less than 1800 hours in a calendar year. Should a part-time employee work 960 (nine hundred sixty) hours during a calendar year, that employee shall return to part-time status at the start of the next calendar year. No permanent, full-time position will be eliminated in order to create 2 (two) or more part-time permanent positions.
- (e) A temporary employee hired into a Bargaining Unit position as a part-time permanent or full-time employee shall receive no service or seniority credit for those hours worked as a temporary employee.
- (f) The parties recognize the practice of using temporary or seasonal employees to assist ongoing work performed by Bargaining Unit members for special projects or to supplement the existing work force. Special projects are defined as projects of limited duration, generally not exceeding 1800 hours in a calendar year. The City will notify the Union in advance when it intends to undertake a special project with the details of the project and its expected duration. The City will notify the Union if a special project will exceed the 1800-hour time period and, at the Union's request, will meet and confer with the Union regarding the length of the special project.
- (g) The word "permanent" when used to describe employee status is used to distinguish full-time and part-time permanent employees from temporary and/or seasonal employees.

Section 2.2 - Representation: Employees within the bargaining unit shall be represented by full-time, permanent and/or part-time, permanent employees of the City who are part of the collective bargaining unit covered by this Agreement. Five (5) of such employees shall constitute the Union's bargaining committee and four (4) of such employees shall constitute the grievance committee. The grievance committee shall be responsible for the processing of grievances under the grievance procedure. The Unit President shall act as Chairman of the grievance committee. The negotiation committee shall represent the Union during collective bargaining negotiations and special conferences. The Union shall furnish the City with a list of the Union representatives, their designated areas of responsibility and shall notify the City if and when any changes are made.

Section 2.3 - Union Activity on City Time: The Union agrees that, except as specifically provided by the 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) The City will allow the Union to place a ballot box, used for the general election of Unit Officers, in the Employee Lounge on the third floor of City Hall for the Unit's general election, which is held every two years on the odd year. The ballot box may remain in the Employee Lounge prior to 8 a.m. and from 5-5:30 p.m. on the day of the general election. The Union shall notify the City at least two (2) weeks in advance of the date of the election.

Section 2.4 - Payroll Deduction: Upon receipt of a written authorization from an employee, the City agrees to deduct bi-weekly the regular dues in the amounts certified to the City by the Financial Secretary of the Union and to forward the same to said Financial Secretary within fifteen (15) calendar days of receipt. To the extent allowed by law, once authorized, payroll check-off shall be irrevocable for a period of one (1) year and automatically renewed each year thereafter, except that authorization may be withdrawn by sending of a written notice to the union by registered mail during the period of ten (10) days immediately succeeding the annual anniversary date of the employee's authorization.

Section 2.5 - 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 4 and 5 above.

Section 2.6 - Management's Right: 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 assignment 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 2.7 - Anti-Discrimination: The City and the Union recognize and agree that for the duration of this Agreement, neither shall discriminate against any employee because of such person's political belief or because of membership or non-membership in the Union. All alleged charges based upon civil rights shall be filed with the appropriate Federal or State agency and not under this Agreement.

Section 2.8 - Special Conferences: Special conferences for important matters (not grievances) will be held between the Union President and the City Manager or his designated representative within ten (10) working days of such request of either party for such conference. 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. The members of the Union shall not lose time or pay nor shall they be paid overtime for time spent in such conferences.

Section 2.9 - Regular, Part-time Permanent Benefits: Regular, part-time permanent employees shall be provided one-half (1/2) of all fringe benefits stated in this agreement and "employee only" health insurance benefits provided to full-time, permanent employees.

Section 2.10 The Union shall have the right to use the employers building facilities for meetings as long as the Union abides by the rules and regulations established by the Employer for the use of such facilities

Section 2.11 The Union shall have the right to communicate with bargaining unit members through the use of the employer internal communication method for notification purposes, provided the information communicated is not political in nature.

Section 2.12 The City will allow the Local Union president or, if designated, the area steward an opportunity to meet with new bargaining unit members within thirty (30) days of the employee's hire. 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 15 minutes.

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: All grievances should be discussed orally with the employee's immediate supervisor before a grievance is filed. However, the time limits set forth in the First Step must be observed unless extended in writing by the supervisor. An employee shall, upon request, have the right to have a Union representative present during the oral discussion of a grievance with the supervisor. If the matter is not resolved by discussion, the following procedure shall apply.

FIRST STEP: Within five (5) regularly scheduled work days after the employee has knowledge of the event or reasonably should have knowledge of the event upon which the grievance is based, whichever occurs first, the grievance shall be presented to the employee's division supervisor in writing, stating the fact upon which it is based, when it occurred, the Section of the contract which has allegedly been violated, the relief requested. The grievance shall be signed by the grievant and a Union representative. The Division supervisor and one other representative of the City shall meet with the aggrieved employee and a Union representative to discuss the grievance within five (5) regularly scheduled work days after receipt of the written grievance. The Division supervisor shall give a written answer setting forth the general reasons for his decision to the aggrieved employee, with a copy to the Union, within five (5) regularly scheduled work days after the meeting.

SECOND STEP: If the grievance has not been settled at the First Step and it is to be appealed to the Second Step, it shall be appealed in writing with a general statement of why the First Step answer is being appealed, within five (5) regularly scheduled work days after receipt of the First Step answer to the employee's department head, or his designated representative. The department head and up to one other representative of the City shall meet with the aggrieved employee and a Union representative to discuss the grievance within five (5) regularly scheduled work days after receipt of the written Appeal. The department head shall give a written answer setting forth the general reasons for his decision to the aggrieved employee, with a copy to the Union within five (5) regularly scheduled work days after the meeting.

THIRD STEP: If the grievance has not been settled at the Second Step and it is to be appealed to the Third Step, it shall be appealed in writing with a general statement of why the Second Step answer is being appealed, within five (5) regularly scheduled work days after receipt of the Second Step answer to the Labor Relations attorney or his/her designated representative. The City's grievance committee, consisting of the Labor Relations attorney or designee and up to one other City representative, and up to two (2) members of the Union grievance committee shall meet within five (5) regularly scheduled work days after receipt of the written appeal. The business representative for the Union and/or the City's Labor Relations Counsel may be present at such meetings, and as a courtesy, a notice of such attendance will be given to the other party in advance of the meeting. The City must answer the grievance in writing setting forth the general reason for its decision within ten (10) regularly scheduled working days after such meeting.

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. Written notice for submission to arbitration must be made to the City within twenty-five (25) calendar days after receipt by the Union of the City's Third Step answer. If such decision cannot be reached within 10 work days, then arbitration is filed with AAA.

The parties may mutually agree to use a particular arbitrator.

ARBITRATOR'S AUTHORITY: 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 herein 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 within the limits of his or her authority shall be final and binding on the Union, its members, the employee(s) involved and the City. The expenses and fees of the arbitrator shall be paid by the loser. In the event of a split decision, the arbitrator shall allocate such fees and expenses between the City and the Union. The parties shall bear individually, the cost of presenting their respective cases in arbitration and any arbitration filing fees.

Section 3.3 - Time Limits: Time limits at any step of the grievance procedure may be extended only by mutual agreement in writing. In the event the City fails to reply to the grievance at any step of the grievance procedure within the specified time limit, the grievance shall advance to the next succeeding step of the grievance procedure. In the event the grievance

is not appealed by the Union to the next succeeding step within the time limit provided for such appeal, such grievance shall be considered as having been withdrawn by the Union.

Section 3.4 - Grievance Meetings: Neither party will unreasonably decline a request to extend the timeline to bring or respond to a grievance. The Union's grievance committee members shall be paid at their straight time hourly rate of pay for all time necessarily lost from their regularly scheduled work to investigate specific grievances, present grievances and to attend Second Step and Third Step grievance meetings. If during working hours it is necessary for a Union grievance committee member to be excused from work to investigate a specific grievance, the representative shall notify the department head. Such representative shall be excused for such purpose as soon as he can be spared from his work and shall conduct the investigation as quickly as possible. Joint meetings of the grievance committee provided for in the Second Step of the grievance procedure shall start no later than 2:30 p.m. on the day for which they are scheduled.

(a) 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 (and/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 employee's 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.

Section 3.5 - Policy Grievance: Grievances on behalf of the entire Union shall be filed by the Union grievance committee and shall be processed starting with the Third Step of the grievance procedure, provided that the grievance is filed with the Labor Relations attorney or his/her designee within five (5) regularly scheduled work days after a member of the Union grievance committee has knowledge or reasonably should have knowledge of the event upon which the grievance is based, whichever occurs first.

Section 3.6 - Definition of Regularly Scheduled Work Days: When used in this Agreement, the phrase "regularly scheduled work days" shall mean calendar days excluding Saturdays, Sundays and days celebrated as holidays under this Agreement.

ARTICLE 4 - DISCHARGE AND SUSPENSIONS

Section 4.1 - Discharge and Suspension Cases: In the event an employee of the bargaining unit shall be suspended from work for disciplinary reasons or he is discharged from employment, and 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 is presented to the Labor Relations attorney or his designee within five (5) regularly scheduled work days after discharge or within ten (10) regularly scheduled work days after the start of a suspension. Such grievance shall be processed starting at the Third Step of the grievance procedure. Copies of the notice of discharge or suspension shall be furnished to the employee and the Union.

- (a) An employee who is the target of a disciplinary investigation or who is being suspended or discharged shall have the right, at the employee's request, to have a Union official present during such disciplinary investigation or during the suspension or a discharge meeting.

Section 4.2 - Reinstatement: In the event it is decided under the grievance procedure that the employee was unjustly suspended or discharged, the City shall reinstate such employee and pay full or partial compensation, if any, at the rate of the employee's regular rate of pay at the time of such suspension or discharge. The amount repaid, if any, shall be offset by any compensation the employee may have earned at other employment during such period and any Unemployment Compensation Benefits paid for such period, as may be decided under the grievance procedure.

ARTICLE 5 - SERVICE AND SENIORITY

Section 5.1 - Definition of Service: Service shall be defined as an employee's length of continuous service with the City since his last hiring date. "LAST HIRING DATE" shall mean the date upon which an employee first reported to work at the direction of the City as an employee, since which he has not quit, retired or been discharged. No time shall be deducted from an employee's service due to absences occasioned by authorized leaves of absence, vacations, suspensions, or military time off unless otherwise specified in this contract. As noted in Article II, Section 1, temporary employees receive no service credit for hours worked as a temporary or seasonal employee.

When a part-time permanent employee becomes a full-time employee, that employee shall receive service credit prorated on the basis of number of hours actually worked divided by eight (8).

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 or part-time, permanent employee with 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, vacations, suspensions, military time or layoffs, except as hereinafter provided.

- (a) Regular, part-time permanent employees shall accrue seniority prorated in accordance with the number of hours worked each calendar year, divided by eight (8), rounded up to the next whole day. This calculation shall be for placement on the seniority list.

Section 5.3 - Seniority Lists: 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 entry starting with the senior employee at the top of the list and showing name, job title, date of entry into the bargaining unit and date of hire. Two (2) copies of the seniority list will be mailed to the Unit President every three (3) months. If two (2) or more employees have the same date of entry into the bargaining unit, 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 names. The seniority list will be posted on appropriate bulletin boards.

- (a) The City agrees to notify the Unit Treasurer, or other designated official, when an employee has been hired into a classification covered by this Agreement.

Section 5.4 - 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 their last known address that they have lost their seniority and that their employment is terminated. The employee has the right to file a grievance.
- (d) If, when recalled to work following a layoff, the employee fails to notify the City within seven (7) calendar days of his intention to return to work or fails to actually return to work within fifteen (15) calendar days after a written notice by certified mail of such recall is sent to his last known address on record with the City.
- (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 Human Resources Director 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 lack of work for a continuous period of time in excess of twenty-four (24) consecutive months.

Section 5.5 - Probationary Period: All new employees shall be probationary employees until they have completed the period of six (6) months actually worked. 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 them for regular 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 relative length of service. During the probationary period the employee shall not be assigned acting up or other temporary duties in another classification. At the conclusion of the probationary period the employee's name shall be added to the seniority list as of his last hiring date.

- (a) Any probationary technical or professional employee may receive one (1) extension of the probationary period by the City upon notification to the Union President and effected employee.
- (b) The City may extend the probationary period for clerical employees an additional thirty (30) days. The City must give the union two weeks' advance notice of the extension.

Section 5.6 - 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 in a Division, layoff of employees will proceed as follows:

First, temporary and part-time employees working in the job classification and in the Division shall be removed, provided that the remaining employees have the present ability to perform the work. Second, employees in a probationary period in the classification and in the Division shall be removed based upon their seniority. If a further reduction is necessary, non-probationary employees in the job classification in the Division shall be laid off based upon their seniority.

- (a) CLERICAL: Employees in clerical classifications laid off from a job classification in a Division must first exercise their seniority either to another clerical job classification with an equal or lower wage scale within their Division or to another Division within their job classification. When exercising seniority rights within their own Division, clerical employees must displace the employee with the least seniority in the new classification. When exercising seniority within their job classification outside their Division, employees must displace, provided seniority allows, one of the two (2) least senior employees in the classification. However, if the two least senior employees are within the same Division, the employee exercising seniority may, providing seniority allows, displace the least senior employee who is in a different Division.

If a clerical employee is unable to exercise their seniority to another Division within their job classification, and the only available position(s) within their Division would result in either a loss of pay greater than twenty (20) cents per hour or a change in status from full-time to part-time permanent, the employee may exercise their seniority to displace one of the two least senior clerical employees in the bargaining unit which will minimize the loss of pay. In such cases, the employee must, in the judgment of the City, 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.

- (b) TECHNICAL/PROFESSIONAL: Technical and professional employees laid off from a job classification must first exercise their seniority either to another technical/professional job classification with an equal or lower wage scale within their Division or to another Division within their job classification. If an employee changes Divisions or job classification during a layoff, they shall displace the employee with the least amount of seniority in the classification and Division they will be occupying. If a position is not available within their Division or classification that the employee has the present ability to satisfactorily perform and/or the seniority necessary to bump, then the employee must exercise their seniority to displace a less senior employee in a technical/professional position with an equal or lower wage scale. In any bumping situation, the employee must meet the minimum job qualifications and 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.
- (c) HYBRID POSITIONS: The following positions, while classified as technical/professional, have the ability to exercise their seniority in clerical classifications, pursuant to (a) above, in the event of a layoff if no technical/professional position is available:

Assessing Data Revenue Services Group Secretary
Operations Coordinator
Utility Billing Coordinator
Administrative Assistant/Planning
Recreation Accounts Coordinator/Secretary

- (d) CLERICAL TO PROFESSIONAL: Clerical employees who successfully bid into a technical/professional position may exercise their seniority in their previously held clerical classification in the event of a layoff if no technical/professional position is available to the affected employee. The ability to exercise seniority in the previously held clerical classification shall be limited to a period of eighteen months from the employee's date of placement in the technical/professional position.
- (e) RECALL: Employees will be recalled to their former job classification and Division on the basis of seniority among employees in the job classification who have the present ability to perform the available work.

For vacancies posted on or after July 1, 2012, the City agrees to allow an employee who is laid-off from a classification to bid on vacancies in their classification, outside of the employee's former division, while the laid-off employee still has seniority.

- (f) SUPER SENIORITY: Notwithstanding their position on the seniority list, the President, Vice President, Secretary, Treasurer, 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 five (5) days and shall be recalled to work in the event of a layoff on the first open job which they can satisfactorily perform with a break-in or training period of five (5) days. 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.

Section 5.7 - Job Bidding: When it is necessary to fill a new, permanent job classification or a permanent vacancy in an existing job classification covered by this Agreement, such position must be posted on appropriate bulletin boards for five (5) regularly scheduled work days during which time employees may bid for such vacancy by applying in the Human Resources Office. Such posting shall include a statement of the job requirement and whether tests (oral, written and/or performance or combinations) must be taken and passed by applicants as a prerequisite to moving forward in the application process. The position will be awarded to the most qualified applicant as defined in this Section.

(a) Clerical: When all factors are relatively equal among the most qualified applicants, the position will be awarded based on seniority as follows:

1. to the applicant with the greatest amount of seniority working in the division where the vacancy exists, or
2. if no qualified applicant is from the Division, to the applicant with the greatest amount of seniority working in the bargaining unit.

(b) Professional and Technical: If all factors are relatively equal among applicants considered to be the most qualified, then from among such applicants the position will be awarded as follows:

1. The most qualified employee working in the division will be awarded the position.
2. If more than one employee is works in the division, and such qualified group includes a bargaining unit member, the position will be awarded to the most senior bargaining unit member.
3. If none of the employees considered most qualified work in the division, and such qualified group includes a bargaining unit member, the position will be awarded to the most senior bargaining unit member.

(c) All Classifications:

- (1) In determining which applicant is the most qualified for the position, the City may consider an applicant's work experience, educational background, training and other matters, including test results, that 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 shall prevail unless shown by a preponderance of the evidence to be erroneous.
- (2) If none of the applying employees are qualified for the opening, the job will be filled by the normal hiring process. If none of the employees who bid for

the vacancy are found to be qualified, reasons for denial shall be given, in writing, to the employees upon request.

- (3) If an employee covered by this Agreement is granted the promotion, he shall be granted a three (3) month trial or probationary period for clerical positions and a six (6) month trial or probationary period for technical or professional positions to determine:
 - i. Their desire to remain on the job.
 - ii. Their ability to perform the job as determined by the supervisor.
- (4) If the employee is unsatisfactory in the new position, notice and reasons shall be submitted to the employee, in writing, by the City. The employee may return to their previously held position.
- (5) An employee may not bid for a job classification with an equal or lower maximum rate until they have served one (1) year in their presently held position.

Section 5.8 - Salary Upon Promotion: When an employee is awarded a job through the promotional procedure, for which the maximum of the rate range is higher than the maximum of the rate range for the job from which he was promoted, he shall, upon assignment to the new classification, be placed at the lowest step for the classification to which he had been promoted, which will result in an annual pay increase of at least Three Hundred Dollars (\$300).

Section 5.9 - 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 therefor, such assignment to be made without regard to the job bidding procedures set forth in this agreement. Prior to making an assignment under this Section, the matter shall first be discussed with the Union's bargaining 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 Workers'.

Section 5.10 - 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 (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 six (6) months 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 one (1) year, he shall cease to have any seniority in the bargaining unit.

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, provided he obtains advance written permission from the department head and the Human Resources Manager. Leave of absence granted under this section shall not exceed one (1) year. Employee shall retain seniority during personal leave, however will not accrue any paid time off. Extension of such time may only be granted on mutual agreement of the parties.

Section 6.2 - Medical Leave: An employee who, because of illness, pregnancy or accident is physically unable to work shall, upon request to the Human Resources Manager, be given a leave of absence without pay for the duration of such disability provided that:

- (1) the employee promptly notifies the City of the necessity for the leave;
- (2) the employee 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) such leave of absence shall not exceed one (1) year.

An employee shall retain seniority during medical leaves and shall continue to accrue paid time off as long as they are receiving pay by the City. Workers' Compensation is not paid by the City and not included.

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, responding to civil disorders, and being called to active duty. Applications for leaves of absence under this section must be made as soon as possible after the employee's receipt of his/her orders. The request for leave should be made to the Human Resources Manager and shall include a copy of his/her 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 or call to active duty.

Section 6.4 - Military Service Leave: An 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. The employee must notify the Human Resources Manager of their intent to enter military service and must supply the City with a copy of draft or enlistment orders.

- (a) Employees will be paid for unused vacation but will not be paid for vacation on a prorated basis unless the employee quits. Upon return from Military Leave they will continue to earn vacation as in the past.

Section 6.5 - 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 pay or fees (excluding mileage), equal their total compensation for a period of up to forty-five (45) working days. 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.

Section 6.6 - 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 an eyewitness in a criminal matter shall be paid for time necessarily lost from scheduled work 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. Employees shall notify the City Attorney's office of any subpoena or order from a party other than the City, directing an employee to appear as a witness in a legal matter relating to his employment with the City.

- (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 unless the employee is ordered to appear at such hearing by the City.

Section 6.7 – Bereavement 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 to make arrangements for and attend the funeral or memorial service of a member of their family. This payment shall not be made for any of such days on which the employee for any other reason would have been absent from work. Such paid leave shall not extend beyond the day following the funeral or memorial service 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 or memorial service, and if requested by the City, must present proof of death.

- (a) Four (4) days = current spouse, partner, children, stepchild, brother, sister, step-siblings, mother, father, step-parents.
- (b) Three (3) funeral days = step-parents, mother-in-law, father-in-law, grandmother, grandfather, step-grandparents, or grandchild
- (c) One (1) funeral day, with pay, to attend the funeral of a sister-in-law, or brother-in-law or spouses' grandparents.

Section 6.8 - Union Leave: Members of the Union elected or appointed as Local 517M Union President, which would take the member from their employment with the City, will upon written request to the Human Resources Director, be given a leave of absence. The leave period will not exceed two (2) years and will be without pay or benefits. At conclusion of the leave, the employee will be returned to work with accumulated seniority. When reinstated the employee will return to the same salary step and position as held at the time the leave of absence was granted.

The City agrees to grant reasonable time off without pay and without loss of seniority to any employee designated by the Union to attend an official meeting or to serve in any capacity on other official union business, provided the following conditions are met:

- (a) The Union gives the City adequate notice specifying the length of time off requested;
- (b) The length of time does not exceed five working days within any twelve-month period;
- (c) No more than two employees shall be granted time off for the above purposes at any one time;

In the judgment of the affected supervisor, the employee(s) can be spared from work on the dates and times requested.

Requests for leave will not be unreasonably denied.

ARTICLE 7 - HOURS OF WORK

Section 7.1 - 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. Additionally, alternate work weeks of four (4) ten (10) hour work days may be scheduled provided the Union has been notified at least one (1) month in advance.

- (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 date which the day ended, during the calendar week.
- (b) 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 ($\frac{1}{4}$, or 15 minutes) of an hour.
- (c) Effective July 28, 2012, employees shall be paid on a bi-weekly basis.

Section 7.2 - Lunch and Break Periods: Employees shall be required to be ready to 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 one (1) hour lunch break without pay at or near the midpoint of the scheduled day. The lunch break may be reduced for a specified period should such action be in the best interest of the City and be approved in writing by the department head and Human Resources.
- (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 day.
- (c) It is understood and agreed that the timing of such 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 7.3 - 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 first within the job classification where the work occurs, and second, within the 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) 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 on 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.

Section 7.4 - Change in Shift Hours: In the event an employee receives two (2) or more hours' notice that his work shift hours are to be temporarily changed because of emergency or unusual conditions, he shall be required to report to work on the new shift hours and shall be paid at his straight time earnings. In the event it becomes necessary to notify an employee, with less than two (2) hours' notice, that his shift hours are to be temporarily changed because of emergency or unusual conditions, the employee shall be required to report to work on the shift

but shall be paid at time and one-half his regular hourly rate of pay for the first day of the new hours.

ARTICLE 8 - WAGES

Section 8.1 - Wage Schedule: The job classifications and rates of pay are set forth in Appendix "A" attached hereto and by this reference made a part hereof.

Section 8.2 - 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 an employee's regular scheduled hours or forty (40) hours per week. Only hours actually worked, not hours paid, count towards determining an employee's eligibility for overtime. However, it is understood and agreed that when an employee, as a result of regular shift rotations, is scheduled and works two shifts on the same day which are not consecutive shifts, he will not receive overtime for the second shift. There shall be no pyramiding of overtime hours.

- (a) In lieu of receiving overtime compensation, employees shall have the option to exchange such time paid for compensatory time (CT) at the rate of time and one-half the actual time worked. Compensatory time is subject to the following conditions:
- (1) The CT option must be declared by the employee within the pay period worked.
 - (2) Employees are allowed a maximum eighty (80) hours CT bank accrual; such bank may be carried over from year to year.
 - (3) CT must be used in minimum one (1) hour increments.
 - (4) Any use of compensatory time will be charged and deducted from the employee's CT bank.
 - (5) Employees must give reasonable notice of a request to use CT. Such request shall not be unreasonably denied.
 - (6) Unused compensatory time shall be paid upon an employee's separation, retirement or death. In the case of death, the payment shall be made to the employee's estate. Payment shall be made at the rate of pay in effect at the time of retirement, separation or death.
 - (7) Employees shall be allowed to cash out a maximum of forty (40) hours of compensatory time per year. A written request must be submitted between July 1 and July 31 of each calendar year. Once requests are submitted, the requests will be reviewed by the department head who will make a decision as to whether all or none of the requests for that particular department will be granted. The department head's decision is not subject to the grievance procedure.

Section 8.3 - Shift Premium: The City will grant a shift premium of twenty (20) cents per hour to all employees who are scheduled to work on the second shift (starting on or after 2:00 p.m.), and twenty-five (25) cents per hour for the third shift (starting on or after 10:00 p.m.).

Section 8.4 - Pay During Temporary Transfer: The City shall have the right to temporarily transfer non-probationary 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, vacation, or leaves of absence for the period of such absence. 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. Employees temporarily transferred by the City for the convenience of the City shall continue to receive their regular rate of pay or, if the period of temporary transfer is for a minimum period of four (4) hours in one week but recurring two (2) or more weeks, the rate of pay for the job to which they are transferred, as though they were permanently promoted to that position, whichever is greater.

Employees appointed to serve in an "Acting" capacity in a non-represented position for a minimum of four (4) consecutive hours shall receive as premium pay in addition to their regular rate of pay the lesser of a flat \$2.00 per hour premium or 15% of the entry level hourly rate for the position in which the employee is serving in an "Acting" capacity. In either method, the hourly pay shall not exceed the hourly pay of the absent incumbent. Bargaining Unit members transferred pursuant to this section shall retain all rights entitled them under the Agreement.

- (a) The maximum amount of time for temporary transfer is limited to three (3) months. At the end of this time the employee may request to return to his own position and pay rate and the City shall, if necessary, select another employee to fill the position. After a position is thus filled on a temporary basis for one (1) year, it will be posted as a permanent vacancy.

Section 8.5 - New or Altered Job Classifications: When and if the City creates a new job classification or effects a significant alteration of the job content of an existing job classification, it shall set the rate of pay, establish or amend the job description and advise the Union as to both. If the Union disagrees with the rate of pay established it may file a written grievance starting at the Third Step of the grievance procedure, provided that a grievance is filed within seven (7) calendar days after such notice is given to the Union. If, as a result, a different rate of pay is established, the different rate of pay shall become effective as of the date the job classification was created.

Section 8.6 - Call in 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 guaranteed a minimum of four (4) hours of work at the applicable hourly rate, or in the absence thereof, four (4) hours of pay at his classification rate at straight time. This provision 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, nor shall it apply to employees who are called in for periods of less than four (4) hours prior to the start of their shift but who continue to work their regular shift.

Section 8.7 – Direct Deposit: All employees must participate and make arrangements for direct deposit of their entire paycheck on or before July 1, 2003.

ARTICLE 9 – HOLIDAYS

Section 9.1: All permanent full-time employees shall be entitled to receive the following paid holidays:

New Year's Day	Veteran's Day
Martin Luther King's Birthday	Thanksgiving Day and the Friday following Day before Christmas
Presidents' Day	Christmas Day
Good Friday	Easter (for continuous shift operations employees scheduled to work on that day)
Memorial Day	
Independence Day	
Labor Day	

- (a) 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 work day before and after the day celebrated as a holiday, unless excused due to an illness or injury, verified to the City's satisfaction by a doctor, or excused early from work due to unavoidable circumstances.
- (b) An employee who actually works on a scheduled holiday shall receive eight (8) hours pay at his regular straight time rate for such holiday and time and one-half for hours actually worked on such holidays.
- (c) If a holiday occurs during an employee's scheduled vacation, the employee may be permitted to take an additional day of vacation.

ARTICLE 10 – PTO (VACATION)

Section 10.1 – PTO (Vacation) Schedule: PTO (Vacation) for the purpose of this Agreement shall be defined as an authorized absence from duty with pay granted all Bargaining Unit employees. The amount of PTO leave is dependent upon an employee's length of service. 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 each anniversary year shall receive PTO (vacation) pay in accordance with the following schedule:

(a)	Years of Service	Hours*
	6 months continuous service	48
	1 but less than 2	96
	2 but less than 7	136
	7 but less than 13	176
	13 but less than 20	216
	20 or more	256

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.

Section 10.2 – PTO Scheduling and Maximum Carry Over: Paid Time Off (PTO) is intended to be used for vacation, sick days, and personal business. Furthermore, employees must use PTO for any vacation, sick days and personal days taken. Except as otherwise provided by law or this contract, Employees may not have unpaid time off until all PTO is exhausted. PTO shall be granted at such time during the year as is suitable, considering both the wishes of the employee and the efficient operation of the department concerned. PTO will be taken in a period of consecutive hours. On the employees' anniversary date of each year, any remaining PTO, up to forty (40) hours, will carry over to the next year, provided the employee receives supervisor approval in writing in advance of their anniversary date and provides such approval to Human Resources. Such approval will not unreasonably be denied. If, after carry-over of 40 hours, the employee has any additional PTO remaining, it will be lost. It is further understood, that PTO may not be waived in lieu of extra pay received from working during that period.

Section 10.3 - Termination of Employment: If an employee who is otherwise eligible for vacation with pay quits or is discharged on or after his anniversary date of any calendar year upon which he qualified for such vacation without having received the same, such employee will receive, along with his final paycheck, the vacation pay for which he qualified as of his anniversary date and his pro rata share of vacation earned thereafter until such time as he leaves the employment of the City.

ARTICLE 11 - INSURANCE

Section 11.1 - Health Insurance

- (a) The City shall provide each full-time employee the option of selecting a health care plan. The City currently offers a HDHP that is the City's base plan for health care coverage.

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.

(b) 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 (The exception to this pay difference requirement is for employees who participate in the VBID program or Medicare. Employees in those programs may opt out of the HDHP and pay a premium contribution of \$100 per pay period.) 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.

Employees will contribute 20% of their healthcare premium.

- (c) The City agrees to continue to provide health insurance benefits for the period of time that an employee is receiving sickness and accident benefits on the same terms and conditions as when working.
- (d) The City agrees to offer employees the opportunity to renew their health insurance coverage each fiscal year, and to choose the available options as their health insurance provider.
- (e) The City will allow employees the opportunity to opt out of health care coverage, provided the employee provides proof of other credible 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.
- (f) It is understood and agreed that Union members may, to the extent allowed by the insurance carrier, have the option, upon retirement, to continue the hospitalization plan in effect at the time of retirement, subject to the following limitations:
1. The employee shall pay the cost of continuing the plan, which shall not exceed the group monthly rate of the City for the equal coverage of a current employee.
 2. The City reserves the right to modify the hospitalization plan provided to retirees to reflect the identical coverage provided to active employees.

Upon retirement, with a benefit payable, the City agrees to contribute to the cost of continuing the "employee only" health insurance and the cost of the Medicare supplement an amount not exceeding \$200 (employees retiring on or after September 1, 2001). **THIS BENEFIT IS ONLY AVAILABLE TO EMPLOYEES HIRED ON OR BEFORE JUNE 30, 2011.**

If the retiree has dependents, the City agrees to contribute to the cost of health care benefits according to the following schedule:

Employee: \$120.00

Dependent: \$80.00

Employees retiring prior to September 1, 2001, 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 B.

For all employees hired after 9/7/99, 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.). 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 11.2 - Dental Insurance: The City agrees to pay the premium for dental insurance for employees and their eligible dependents. The plan shall be a traditional 80/20 plan (or equivalent), with the following benefits:

- | | |
|---------------|--|
| Deductible: | no deductible on Diagnostic, Preventive or Emergency Palliative, x-rays (Class I) |
| Benefit: | \$25.00 per person on balance of Class II and Class III benefits
\$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 11.3 - 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 \$20,000. 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 11.4 - Conditions of Insurance Coverage: Insurance provided under Sections 1 through 3 above shall be subject to conditions imposed by the various insurance carriers. The

City's responsibility under this Article is limited solely to the payment of necessary premiums to purchase the insurance described in Section 1 through 3 of this Article. The City agrees to maintain the level of City-paid group insurance benefits as outlined in this Article during the life of this agreement.

Section 11.5 - Continuation of Health Insurance: Employees on an unpaid leave of absence, suspension, or lay off shall continue to have their insurance benefits (health, dental and life) paid by the City for the first sixty (60) calendar days. After sixty (60) days, an employee may continue the insurance benefits in effect, to the extent allowed by the insurance companies, by paying in advance the monthly premium to the City. Employees receiving Sickness and Accident benefits, or Workers' Disability Compensation benefits shall receive insurance benefits paid by the City for the period of time they are compensated pursuant to those benefits or twelve (12) month, whichever occurs first.

Section 11.6 - Retirement Health Savings Plan: The bargaining unit has decided to participate in a retirement health savings plan (RHSP), administered by the ICMA-RC. Participation in the plan is mandatory for all bargaining unit members. All employees will be required to make a 1% contribution of compensation into the RHSP. Further details of this plan will be set forth in the plan document.

ARTICLE 12 - SICK PLAN

Section 12.1 - 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 commencing with the first (1st) day of such continuous disability, a weekly indemnity at the rate of the weekly indemnity for which such employee is insured for the period of such disability, but not to exceed twenty-six (26) weeks for any one accident. For each day of any such period of disability for which a weekly indemnity is payable and which is less than a full week the insurance company will pay a weekly indemnity of 66% of employee's regular pay rate 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 injury sustained as a result of war, declared or undeclared, or any act incident thereto, or engaging in a riot.
 - 3. Resulting from injury sustained while doing any act or thing pertaining to any occupation or employment for remuneration or profit.
- (b) Sickness - If sickness or pregnancy shall cause total disability and if such disability begins while the employee is insured hereunder, the insurance company will pay ,

commencing with the eighth (8th) day of such continuous disability a weekly indemnity at the rate of sixty-six percent (66%) of the employee's regular pay rate during 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 insurance company will pay a weekly indemnity of sixty-six percent (66%) of the employee's regular pay rate during such continuous disability for which the 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 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 insurance provision in respect of any day of disability.
- (d) Successive periods of disability, whether under the weekly indemnity accident insurance or under the weekly indemnity sickness 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 be sixty-six percent (66%) of the employee's weekly earnings based on a forty (40) hour week.
- (g) The amount of benefit payable for each disability shall be established on the first day of such disability and shall thereafter not be subject to change.
- (h) The weekly indemnity benefit begins with the first (1st) day of disability due to accident and on the eighty (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 occurred.

- (i) Employee may choose to supplement benefit payment up to 100% of employee's base wage, (34%) from available leave banks.

Section 12.2 - Qualifications 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.
- (b) Any employee who makes a false claim for paid sick leave shall be subject to disciplinary action.

ARTICLE 13 - EDUCATIONAL INCENTIVE

Section 13.1 - Educational Incentive Schedule: The City recognizes 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. The Director of Human Resources or his/her designee will define job-related areas. Proof of completion of courses rests with the employee and must be presented in the Human Resources Office for payment. Payments shall be made in the first pay period of June each calendar year, according to the following schedule:

- (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 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 by the State of Michigan as a Property Inspector, Plumber, Construction Inspector, Building Inspector, Electrical Inspector or Class "A" WWTP Operator and those who are registered by the State of Michigan as a Planner, Professional Engineer, Architect, Land Surveyor and Certified Public Accountant and who use either the certification or registration in their field of work.

- (d) Employees who have been granted a bachelor's degree in a job-related field shall be granted a Three Hundred (\$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.

Section 13.2 - Eligibility Requirements: All such payment requirements must be in addition to the minimum requirements of the position, as established by the City of Battle Creek. If the job classification requires as a minimum an education requirement, the position would not receive additional educational payment. The Human Resources Director shall, on an individual basis, make all the determinations concerning whether a course or courses are in a job-related field. The Human Resources Director's decision is not subject to the grievance procedure; however, if an educational request for payment is denied, the affected employee can request a meeting with the Human Resources Director, the employee's department or division head, and a union representative to discuss the employee's position.

ARTICLE 14 - LONGEVITY

Section 14.1- Longevity Pay. The City agrees to a longevity pay program whereby it pays to all eligible employees the amount as set forth below:

- (a) To those full-time, permanent employees who, prior to December 1st of each year have completed seven (7) or more years of continuous service, the City will grant, on the payday following said December 1st of each year a longevity payment of \$375.
- (b) To those full-time, permanent employees who, prior to December 1st of each year, have completed twelve (12) or more years of continuous service, the City will grant, on the payday following said December 1st of each year a longevity payment of \$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 a longevity payment of \$1,000.
- (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.
- (d) Employees who have qualified for longevity pay shall upon retirement with a retirement benefit immediately payable under Michigan's 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.

- (e) 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 15 – PENSION PLAN

Section 15.1. Bargaining Unit employees are members of the Michigan Employees Retirement System (MERS).

A. Employees hired prior to June 30, 2011, are covered by the following benefits:

- (1) Employees retiring after December 19, 1995, are covered by Benefit Program B-4 (2.5% multiplier)
- (2) Employees retiring after January 1, 1994, are covered by Benefit Program FAC-3.
- (3) Pursuant to the provisions of the 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 City adopted Benefit Program F55 (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 fifteen or more years of credited service on a reduced allowance program, and also at age 50 with twenty-five or more years of credited service on a reduced allowance program.
- (4) 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 30, 2011, shall be covered by the following pension benefits:

- 1. Benefit Program C-1 New, with a 1.5% multiplier
- 2. Benefit Program FAC-5

C. Employees shall be required to contribute the following amounts of their weekly gross pay to the Pension System.

B-4 Plan	July 1, 2019	4.5%
	July 1, 2020	5.0%
	July 1, 2021	6.0%
	July 1, 2022	6.5%
	July 1, 2023	7.0%
C-1 Plan	July 1, 2019	4.0%
	July 1, 2020	4.5%
	July 1, 2021	5.0%

- D. Questions regarding the specifics of the Benefit Program should be directed to the Office or the Human Resources Department.

E. Final Average Compensation: The parties agree and understand that effective January 1, 2012, vacation pay-offs at termination of employment shall no longer be included in determining an employee's final average compensation.

Section 15.2 – IMCA 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. The City will match employee contributions to the Plan as follows:

- (a) The City will contribute a 1:1 match up to 3% beginning contract year 2019-2020;
- (b) The City will contribute a 1:1 match up to 4% beginning contract year 2020-2021;
- (c) The City will contribute a 1:1 match up to 5% beginning contract year 2021-2022;
- (d) All employees will be auto-enrolled at 1%;
- (e) Employees reserve the right to discontinue enrollment and contributions at any time.

ARTICLE 16 - WORK STOPPAGE

Section 16.1 - No Strike - No Lockout Pledge: The union agrees during the term of this Agreement, that it nor employees represented by it will strike, slowdown, engage in mass sick calls, sympathy strikes, unlawful picketing, or in any other manner impede the full working efficiency of the City, including refusals to perform customarily assigned duties and overtime work. The City agrees that during the same period there shall be no lockouts. The Union shall neither cause nor counsel any or all of its members to engage in such acts. Such acts are hereby deemed illegal and a violation of this Agreement.

Section 16.2 - Discipline for Violation of No Strike Pledge: Any or all of the employees who engage in any activity prohibited in this Article shall be subject to discharge or other discipline as may be determined in the sole discretion of the City. Notwithstanding the above, any question concerning whether an employee actually engaged in such prohibited activity may be resolved under the grievance procedure, provided that a grievance is timely filed.

ARTICLE 17 – MISCELLANEOUS

Section 17.1 - 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. In the event the Union desires to challenge the reasonableness of any new rule or regulation, the matter shall be resolved under the grievance procedure, provided that a grievance is filed within ten (10) regularly scheduled working days after the Union has notice of the new rule or regulation.

Section 17.2 - Subcontracting: Nothing contained in this Agreement shall be construed to prohibit the City from contracting or subcontracting any work normally performed by Unit employees which, in the City's judgment, it does not have the manpower, equipment, facilities or

ability to perform or cannot perform on an efficient or economical basis with the existing work force. The City will give the Union a two (2) month written notice of any intent to subcontract work normally performed by Bargaining Unit members. If the City's decision will result in the elimination of positions covered by this Agreement, the City, upon written request, shall meet with the Union to negotiate the effects of the displacement on the affected employees.

Section 17.3 - Safety Shoes/Glasses. For employees who are required by the City to wear safety shoes, as determined by the Occupational Health and Safety Specialist/Human Resources, the City agrees to pay an annual stipend to the employee of Seventy-five Dollars (\$75) each year of this Agreement toward the cost of safety shoes purchased. Payment will be made with the pay period that includes July 1st.

For employees who are required by the City to wear safety glasses, as determined by the Occupational Health and Safety Specialist/Human Resources, the City agrees to pay an annual stipend to the employee of Seventy-five Dollars (\$75) each year of this Agreement toward the cost of safety shoes purchased. Payment will be made with the pay period that includes July 1st.

Section 17.4 - Uniforms: The City agrees to provide uniforms or a clothing stipend to employees working in the following classifications:

- Code Compliance Officials
- Engineering Technician II
- Engineering Technician III
- Building Inspector
- Mechanical Inspector
- Plumbing Inspector
- Electrical Inspector
- Print Shop (Graphic Production Operator I)
- Property Appraisers
- Surveyor I

Employees who receive uniforms pursuant to this subsection are required to wear them during their work day. The stipend is \$300 per year and the stipend is taxable as income to the employee. Effective June 30, 2011, the City shall no longer bear the cost of dry cleaning for employee uniforms. Payment will be made with the pay period that includes July 1st of each year.

Section 17.5 - Amendments: This Agreement constitutes an entire agreement between the parties and no verbal statement shall supersede any of its provisions. The Agreement may not be amended, altered or added to, except by mutual consent of the parties in writing. All motions, resolutions, or ordinances heretofore adopted by the City which relate to employees covered by this Agreement shall remain in full force and effect, unless the same are inconsistent with a specific provision of this Agreement and in such event, they are hereby superseded by this Agreement.

Section 17.6 - Entire Agreement: The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make requests

and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after exercise of that right and opportunity are set forth in this Agreement. The City and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waive the right and mutually agree that the other shall not be obligated 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 17.7 - 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 17.8 - Savings Clause: If, during the life of this Agreement, any of the provisions contained herein, are held to be invalid by operation of law or by any tribunal of competent jurisdiction or if compliance with or enforcement of any provisions should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement shall not be affected thereby. In the event any provision herein contained is so rendered invalid, upon written request by either party hereto, the City and the union shall enter into collective bargaining for the purpose of negotiating a mutually satisfactory replacement for such provision.

Section 17.9 - Training Pay: Where an employee is asked by a supervisor to train another employee, and such training directly relates to skills necessary to the performance of his job, and such training lasts at least one (1) hour, the employee providing such training shall receive a premium of forty cents (\$.40) for each hour actually spent on such training. The premium shall not apply to situations in which the time spent with another employee relates to acquainting that employee with procedures, office functions, the location of equipment and supplies, and other non-skills related matters.

Section 17.10 – Code Compliance Natural Progression: Code Compliance is intended as a natural progression from Code Compliance Officer (274) to Senior Code Compliance Officer (271). Employees begin at the start rate and move to the one-year rate. A test is taken after one year in the position. If an employee fails the test, they are given a three-month time period to study and retake the test. A second failure would result in the employee failing the natural progression and lay off from their Code Compliance Officer position. Upon successful completion of the test, an employee moves to the start rate of the Senior Code Compliance Officer classification.

Section 17.11 The Employer agrees to provide a quarterly transaction report to the Union in electronic form containing the following information for each employee in the bargaining unit: employees' name, street address, city, state, zip code, phone number, hire date, work location (department), job title, classification (grade, step), annual salary, seniority date, termination date, leaves of absence as an aggregate (S&A, FMLA, Military, Workers' Compensation).

ARTICLE 18 – DURATION

Section 18.1: This Agreement shall become effective as of the 1st day of July, 2019, and shall remain in full force and effect through the 30th day of June, 2024, and from year to year thereafter unless either party hereto serves a written notice upon the other at least sixty (60) 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 the day and year written above.

Date: November 27, 2019

FOR THE CITY OF BATTLE CREEK

FOR THE UNION

Nancy Mullett, Labor Attorney

Christine Stressman, SEIU

Rebecca Fleury, City Manager

Andy Johnson, SEIU

Michelle Hull, HR Director

Penny Hepler, Unit President

APPENDIX A – WAGES (ATTACHED)

All employees redlined shall receive an off schedule 2% payment each year of the contract on the pay period that includes July 1.

GRADE	JOB TITLE	Step	Min	Step1	Step2	Step3	Step4	Step5	Step6	Step7	Step8	Step9	Step10	Max
11	Mail Clerk	978.14	32,604.60	33,582.74	34,560.87	35,539.01	36,517.15	37,495.29	38,473.42	39,451.56	40,429.70	41,407.83	42,385.97	42,385.97
12	Customer Service Rep I	1,027.04	34,234.82	35,261.86	36,288.91	37,315.95	38,343.00	39,370.04	40,397.08	41,424.13	42,451.17	43,478.22	44,505.26	44,505.26
13	Office Assistant	1,078.40	35,946.56	37,024.96	38,103.36	39,181.75	40,260.15	41,338.55	42,416.95	43,495.35	44,573.74	45,652.14	46,730.54	46,730.54
14	Accounting Clerk	1,132.32	37,743.89	38,876.21	40,008.53	41,140.85	42,273.17	43,405.49	44,537.80	45,670.12	46,802.44	47,934.76	49,067.08	49,067.08
14	Accounts Payable Clerk													
14	Accounts Receivable Clerk													
14	Assessment Records Clerk													
14	Police Records Technician													
14	Purchasing Clerk													
15	Customer Service Rep II	1,188.93	39,631.09	40,820.02	42,008.95	43,197.88	44,386.81	45,575.75	46,764.68	47,953.61	49,142.54	50,331.47	51,520.40	51,520.40
15	Property Technician													
16	Animal Control Officer	1,248.38	41,612.64	42,861.02	44,109.40	45,357.77	46,606.15	47,854.53	49,102.91	50,351.29	51,599.66	52,848.04	54,096.42	54,096.42
16	Assessing Cartographer													
16	Graphic Production Operator I													
16	Income Tax Auditor													
16	Police Records Specialist													
16	Property Appraiser													
16	Records/Election Clerk													
16	Recreation Coordinator													
16	Utility Billing Clerk													
17	Community Development Specialist	1,310.80	43,693.27	45,004.07	46,314.86	47,625.66	48,936.46	50,247.26	51,558.05	52,868.85	54,179.65	55,490.44	56,801.24	56,801.24
17	GIS Specialist													
17	Lab Tech II													
17	Service Desk Technician													
17	Sr Code Compliance Official													
18	Airport Administrative Coordinator	1,376.34	45,877.94	47,254.28	48,630.61	50,006.95	51,383.28	52,759.62	54,135.95	55,512.29	56,888.62	58,264.96	59,641.29	59,641.29
18	Civil Engineering Tech II													
18	Executive Assistant													
18	Inventory Specialist													
18	Operations Coordinator													
18	Police Data Systems Coordinator													
18	PW Infrastructure Coordinator													
18	Surveyor I													
18	Utility Billing Coordinator													
19	Civil Engineering Tech III	1,445.15	48,171.84	49,616.99	51,062.15	52,507.30	53,952.46	55,397.61	56,842.76	58,287.92	59,733.07	61,178.23	62,623.38	62,623.38
19	Network Computer Specialist													
19	Planner													
19	Recreation Technician I													
20	GIS Analyst	1,517.41	50,580.42	52,097.83	53,615.25	55,132.66	56,650.07	58,167.49	59,684.90	61,202.31	62,719.72	64,237.14	65,754.55	65,754.55
20	Environmental Program Coordinator													
21	Building Inspector	1,593.29	53,109.44	54,702.73	56,296.01	57,889.30	59,482.59	61,075.88	62,669.16	64,262.45	65,855.74	67,449.02	69,042.31	69,042.31
21	Chemist													
21	Electrical Inspector													
21	Mechanical Inspector													
21	Recreation Technician II													
21	Senior Buyer													
21	Senior Property Appraiser													
21	Staff Accountant													
22	Senior Planner	1,672.95	55,764.92	57,437.87	59,110.81	60,783.76	62,456.70	64,129.65	65,802.59	67,475.54	69,148.48	70,821.43	72,494.37	72,494.37
23	Civil Engineer	1,756.60	58,553.16	60,309.76	62,066.35	63,822.95	65,579.54	67,336.14	69,092.74	70,849.33	72,605.93	74,362.52	76,119.12	76,119.12
26	Civil Engineer II	2,033.48	67,782.60	69,816.08	71,849.56	73,883.04	75,916.52	77,950.00	79,983.47	82,016.95	84,050.43	86,083.91	88,117.39	88,117.39

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