



AGREEMENT

BETWEEN

THE CITY OF BATTLE CREEK, MICHIGAN

AND

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

EFFECTIVE July 1, 2025 through June 30, 2026

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AGREEMENT

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

ARTICLE 1 – PURPOSE

The general purpose of this Agreement is to set forth the wages, hours and working conditions that shall prevail for the duration of this Agreement and to promote orderly and peaceful labor relations for the mutual interest of the City and its employees.

Recognizing that the interest of the community and the job security of the employees depends upon the City's ability to continue to provide proper service to the community, the City and the Union, for and in consideration of the mutual promises, stipulations and conditions hereinafter specified, agree to abide by the terms and provisions set forth herein for the duration of this Agreement.

ARTICLE 2 – RECOGNITION

Section 2.1 Recognition

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

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

Section 2.2 Management Rights

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

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

Section 2.3 Anti-Discrimination

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

Section 2.4 Union Activity on City Time

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

Section 2.5 Representation

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

Section 2.6 Pay for Grievance Committee

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

Section 2.7 Bulletin Board

The City will provide a bulletin board for Union business and for use by Union only.

Section 2.8 Safety

The City shall provide disinfectant spray or wipes, hand sanitizer, and tissues twice per year for each person.

ARTICLE 3 – GRIEVANCE PROCEDURE

Section 3.1 Definition of Grievance

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

Section 3.2 Oral Presentation

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

Grievance Procedure First Step:

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

- a. Who is affected,
- b. What happened,
- c. When it happened,
- d. Where it happened,
- e. What section of the contract has allegedly been violated, and
- f. What adjustment is requested

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

Grievance Procedure Second Step:

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

Grievance Procedure Third Step:

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

Grievance Procedure Fourth Step:

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

The expenses and fees of the arbitrator and the Michigan Employment Relations Commission shall be shared equally by the City and the Union.

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

Section 3.3 Grievance Meetings

All grievance meetings under the provisions of this Article will commence no later than 3:00pm.

Section 3.4 Time Limits

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

Section 3.5 Policy Grievances

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

Section 3.6 Definition of Regularly Scheduled Working Days

Whenever the words are used in this Article, "regularly scheduled working days", shall be defined as those days which are scheduled for work between Monday and Friday, both inclusive, excluding all holidays recognized under this Agreement.

Section 3.7 Special Conferences

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

- a. All special conference meetings under the provisions of this section will commence no later than 1:00pm.
- b. Special conferences shall not be held more often than once a month.

Section 3.8 City Designee

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

ARTICLE 4 – SENIORITY

Section 4.1 Definition of Service

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

Part-time employees who bid on, and are chosen to fill, a full-time position will be placed on the seniority list effective their first day as a full-time employee..

Section 4.2 Definition of Seniority

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

- a. Employees will be placed in one of two (2) seniority units. Operators and Dispatchers will be in the Operations unit. Utility Workers and Mechanics will be in the Maintenance Unit. Except as provided for in §4.5, employees shall not be permitted to accumulate seniority in more than one unit at a time.
- b. Employees appointed to positions outside of the bargaining unit shall retain bargaining unit seniority for a period of four (4) months. If the City removes the employee from their new position, the employee may exercise their seniority to return to the seniority unit from which they last worked, provided the employee is still qualified to perform the work. If the employee voluntarily wishes to return to the bargaining unit, the employee can only return to an open position in the seniority unit from which they last worked. The employee cannot bump another employee to return to the bargaining unit in a voluntary return situation. If the employee does return to the unit, they cannot exercise their seniority for a position until the next regularly scheduled job/shift selection.
- c. Upon completion of the employee's probationary period as set forth in this Agreement, the employee's name shall be added to the seniority list as of the last hiring date. "Last Hiring Date" shall mean the date upon which the employee first reported for work at the direction of the City as a full-time, permanent employee since which they have not quit, retired or been discharged. In the event that two (2) or more employees have the same last hiring date, their names shall appear on the seniority list according to their chronological dates of application for employment out of which permanent employment with the City resulted; should two (2) employees have the same chronological dates of application, the names shall appear on the list in alphabetical order. If two (2) or more employees have

the same last name, the same procedure shall be followed with respect to the first name. No time shall be deducted from an employee's seniority due to absences occasioned by authorized leaves of absence, PTO, suspensions or layoffs, except as hereinafter provided.

Section 4.3 Probationary Period.

All new employees and any part-time employee placed in a full-time position, hired/placed after the signing of this Agreement shall be probationary employees beginning the date the employee obtains their CDL and any required endorsements and continues until they have completed three (3) calendar months of work. The purpose of the probationary period is to provide an opportunity for the City to determine whether the employee has the ability and other attributes which will qualify them for regular employee status. During the probationary period, the employee shall have no seniority status and may be laid off or terminated, at the sole discretion of the City, without regard to their relative length of service and without recourse to the grievance procedure. At the conclusion of three (3) calendar months of work, the employee's name shall be added to the seniority list as of their last hiring date. Employees who are hired in any position requiring training and/or obtaining a CDL and required endorsements before beginning probation are not represented by this Agreement.

- a. Upon notification to the Union President, the City has the right to extend an employee's probationary period for a maximum period of two (2) months of work.

Section 4.4 Termination of Seniority.

An employee's seniority shall be terminated:

- a. If they quit or retire;
- b. If they are absent for three (3) consecutive regularly scheduled working days without notifying their department head or supervisor prior to or within such three (3) day period of a justifiable reason for such absence if it was possible for such notice to be given;
- c. If they accept 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, they present evidence satisfactory to the City that it was impossible for them to return to work at the expiration of such leave;
- d. They are laid off for twenty-four (24) continuous months;
- e. If the employee is discharged and the discharge is not reversed through the Grievance Procedure set forth in this Agreement or the employee is not otherwise reinstated.

- f. If an employee's Michigan operator's/CDL license is, suspended, revoked, and/or denied by the Michigan Secretary of State. On a one-time occurrence, if an employee with two (2) or more years of service should have their license suspended for a period of not more than 90-days, the City will hold the employee's position vacant, enabling that employee to return to work as soon as possible after such suspension period without loss of seniority.
- g. If an employee is appointed to a position outside of the bargaining unit and does not return to the unit within four (4) months.
- h. If, following a layoff, the employee fails or refuses to notify the City of their intention to return to work within five (5) regularly scheduled working days after written notice offering the employee a position, sent by certified mail, is sent to the employee's last address on record with the City, or having notified the City of their intent to return, fails to do so within three (3) regularly scheduled working days after the date the employee is scheduled to return to work.

Section 4.5 Job Bidding

Coach Operator:

When it is necessary to fill a new, permanent, or vacant Operator's position, notice of such vacancy shall be posted on the departmental bulletin boards for a period of five (5) working days (Saturday, Sunday, and Holidays shall not count as part of the posting period), during which time employees may bid for such position. From and among those employees who bid, the job will be awarded to the most senior employee that meets the minimum qualifications for the position and passes tests as required.

Dispatcher:

The job will be awarded to the most senior Operator that, in the City's opinion, is determined to be the best qualified. When there is a need for a Dispatcher, the City shall post a Notice for at least five (5) working days on the departmental bulletin boards (Saturday, Sunday, and Holidays shall not count as part of the posting period). Among employees expressing an interest, their qualifications and seniority will be considered, but the City's judgement in making the selection shall be final.

An Operator going into a dispatch position will be placed on the bottom of the seniority list in the dispatcher classification for purposes of job/shift selection, vacation selection, or other selections based on seniority.

Employees awarded a position in Dispatch are restricted from bidding into any other classification for a period of two (2) years from the date of placement in Dispatch, unless sufficient personnel are available to cover the position work and approved by the Transit Director. This restriction shall not apply in the case of layoff or job elimination.

Should a full-time vacancy occur in the Dispatch classification the City will endeavor to notify cross-trained Operators, who are not at work due to sickness, approved PTO, or other leave, of such vacancy.

Changing Seniority Units:

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

An employee moving from the Operator classification to Dispatcher classification will be placed at the bottom of the Dispatch seniority list for purposes of job/shift selection, vacation selection, or other selections based on seniority.

An employee moving from the Dispatcher classification to the Operator classification will retain all seniority previously earned in the Dispatch classification, as well as any seniority previously accrued in the Operator classification, if any, and will be placed accordingly on the seniority list for purposes of job/shift selection, vacation selection, or other selections based on seniority.

An employee moving from the Utility Worker classification to the Mechanic classification will be placed at the bottom of the Mechanic seniority list for purposes of job/shift selection, vacation selection, or other selection based on seniority.

An employee moving from the Mechanic classification to the Utility Worker classification will retain all seniority previously earned in the Mechanic classification, as well as any seniority previously accrued in the Utility Worker classification, if any, and will be placed accordingly on the seniority list for purposes of job/shift selection, vacation selection, or other selections based on seniority.

Trainers:

The City shall have the right to cross-train employees to serve as trainers for new hire employees. Among employees expressing an interest in being a trainer, the City will select trainers based on their qualifications. The City's judgement in making the selection shall be final. All trainers selected must successfully complete testing and training as the City directs. Any employee engaged in training will be paid a training stipend of \$1.50 per hour, in addition to their hourly wage, for all hours or portions thereof, spent in the capacity of trainer.

An employee responsible for providing ELDT (Entry Level Driver Training) training will be paid a training stipend of \$2.00 per hour.

To qualify as an ELDT trainer, employees must meet the requirements of "instructor" as defined by 49 CFR 380.605.

Section 4.6 Layoff Procedure.

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

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

Section 4.7 Temporary Transfers.

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

- a. Employees may be offered, but shall not be required to accept, a temporary transfer from the Operations Department to the Maintenance Department.
- b. After returning to their former position, the employee shall receive the wage rate currently in effect for that position.
- c. If such temporary transfer will exceed sixty (60) days the City will notify the union and meet to discuss the anticipated duration of the temporary transfer.

ARTICLE 5 – SUSPENSION AND DISCHARGE CASES

Section 5.1 Suspensions and Discharges

In the event an employee under the jurisdiction of the Union shall be suspended from work for disciplinary reasons or is discharged from their employment after the date hereof and they believe they have been unjustly suspended or discharged, such suspension or discharge shall constitute a case arising under the Grievance Procedure. The grievance must be in writing and be presented to the Human Resources Director or the City's designee within (5) regularly scheduled working days after the Union receives written notice of such discharge or suspension. Such grievance shall be processed starting at the Third Step of the Grievance Procedure.

- a. The City will notify a Ranking Union Officer or steward and make available a place for the employee and the Union representative to meet and discuss any disciplinary action which involves a suspension or discharge before the employee is required to leave the City's property, if a steward or Ranking Union Officer is working the same shift.
- b. When imposing discipline based upon a current event, the City agrees not to take into consideration more than one (1) year before the current event, or falsification of employment application that occurred more than two (2) years before the current event, unless the infraction or falsification directly relates to the current cause.
- c. When given a suspension of more than one (1) day, an employee may select whether to serve the suspension all in one week or spread the suspension over a number of weeks unless otherwise determined by the City.
- d. An employee infraction or rule/policy violation will be considered null and void if the Union is not notified of an investigation within ten (10) administrative working days after the City has knowledge of the violation. City investigations will be completed in a reasonable time.

Failure of the City to take timely action on an employee infraction or rule/policy violation will not set precedent in future cases. Additionally, such violations will not become part of an employee's record.

Section 5.2 Reinstatement

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

ARTICLE 6 – LEAVES OF ABSENCE

Section 6.1 Personal Leave

The City through the Human Resources Director, may, but shall not be obligated to, grant a leave of absence for personal reasons of not to exceed thirty (30) calendar days without pay and without loss of accrued seniority to an employee who has completed their probationary period.

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

Section 6.2 Medical Leave

An employee who, because of illness, pregnancy or accident, is physically unable to work shall, upon request, be given a leave of absence without pay for the duration of such disability, provided: (1) that they promptly notify the City of the necessity thereof; (2) that they supply the City with a certificate from a medical/osteopathic doctor of the necessity for the leave and the continuation thereof when the same is requested by the City; and, (3) that such leave of absence shall not exceed two (2) years. Effective November 1, 2008, a medical leave of absence pursuant to this section shall not exceed one (1) year.

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

Section 6.3 Military Field Training Leave

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

Section 6.4 Military Service Leave

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

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

Section 6.5 Union Business Leave

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

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

Section 6.6 Jury Duty Leave

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

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

Section 6.7 Bereavement Leave

Employees shall receive the amount of pay they would have received on a regular straight time basis for each day necessarily lost from regularly scheduled duty, to make arrangements for and attend the funeral or memorial services 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 be extended unless personal time is utilized. 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.

Bereavement Leave shall be granted as follows:

- a. Five (5) days: current spouse/partner, child (including step) and parent (including step).
- b. Three (3) days: Sibling (including step), Grandparent, Grandchild, Mother/Father In-Law, Sister/Brother In-Law.
- c. One (1) day: Aunt, Uncle, Niece, Nephew, Spouse or Partner's Grandparent.
- d. The Union President, or other Ranking Union Officer, shall be allowed one (1) day of paid leave in the event of a death of a bargaining unit employee for the exclusive purpose of attending the funeral.

ARTICLE 7 – SICKNESS AND ACCIDENT

Section 7.1 Sick Leave Program

The following sick leave program shall be in effect, subject to the provisions of City policy:

Accidental Bodily Injury:

- a. If accidental bodily injury shall be sustained by an employee while eligible hereunder and shall, from the date of the accident, directly and independently of all other causes, result in the total disability of such employee, the City will pay periodically, a weekly indemnity for the period of such continuous 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 the City will pay one-seventh (1/7th) part of the weekly indemnity.
- b. An employee shall not be eligible for and no weekly indemnity shall be payable for any disability:
 - i. That prevents the employee from performing their essential job functions for less than 5 working days;
 - ii. For which the employee is not regularly treated by a legally qualified physician;
 - iii. Resulting from intentionally self-inflicted injury or attempted self-destruction;
 - iv. Resulting from injury sustained as a result of war, declared or undeclared, or any incident thereto or engaging in a riot;
 - v. For which the employee is entitled to benefits in accordance with the provisions of the Worker's Compensation act or similar law.

Sickness or Pregnancy:

- a. If sickness or pregnancy shall cause total disability, and if such disability begins while the employee is eligible hereunder, the City will pay commencing with the eighth (8th) day of such disability, a weekly indemnity for the period of such continuous disability, but not to exceed twenty-six (26) weeks for any one sickness. If the disability continues for more than ten (10) consecutive work days (Monday through Saturday), compensation shall be computed from the first day of disability. For each day of any such period of disability for which a weekly indemnity is payable and which is less than a full week, the City will pay one-seventh (1/7th) part of the weekly indemnity.
- b. An employee shall not be eligible for and no weekly indemnity shall be payable for any disability:
 - i. That prevents the employee from performing their essential job functions for less than five (5) working days;
 - ii. For which the employee is not regularly treated by a legally qualified physician;
 - iii. Resulting from sickness contracted as a result of war, declared or undeclared, or any act, incident thereto, or engaging in a riot;
 - iv. For which the employee is entitled to benefits from and in accordance with the provisions of the Worker's Compensation Act or similar law.
- c. Payment shall not be made under both the weekly indemnity accident insurance and the weekly indemnity sickness insurance provisions 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 (1) 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) full months.
- e. Total disability, as used herein, shall mean:
 - i. Complete inability to perform any of the duties of the employee's regular occupation or of any gainful occupation or employment for which the employee is or may reasonably become qualified for by reason of education, training, or experience.
- f. The weekly indemnity benefit begins with the first day of disability due to an accident and the eighth day due to a sickness or pregnancy, and shall equal sixty-six percent (66%) of the employee's weekly earnings based on a forty (40) hour week minus all regular deductions. Part time employees are eligible for 50% of the S&A benefit.

- g. Employees may use any available paid time off to supplement their wages to 100%.
- h. An employee receiving S&A payments is not eligible to receive Holiday Pay.

ARTICLE 8 – HOURS OF WORK

Section 8.1 Pay Day

Effective with the first pay period in January 2015, employees shall be paid on a bi-weekly basis. The labor grade, job classification and applicable hourly rates of pay thereof are set forth in Appendix "A" attached hereto and by this reference made a part hereof.

Section 8.2 Normal Work Week – Full Time

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

Section 8.3 Normal Work Week – Part Time

The normal work week for part-time employees shall not exceed 30 hours. Part-time workers will not be scheduled in order to reduce full-time employees' regular 40 hour work week and shall not account for more than 30% of full-time operations positions.

Section 8.4 Lunch Period

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

If such Operator or Dispatcher is not allowed to take a lunch break, they will receive pay for the additional thirty (30) minutes of work without being required to remain at the garage at the end of their scheduled shift.

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

Section 8.5 Break Period

Mechanics and maintenance employees shall be entitled to a fifteen (15) minute break period at or near the midpoint of the first half of their shift and a fifteen (15) minute break period at or near the midpoint of the second half of their shift. Such breaks may be taken as a continuous thirty (30) minute break, with the permission of the City.

It is understood and agreed that the timing of the break periods may vary depending upon the nature of the work being performed by the employee at the time, it being recognized that under certain conditions it will be impossible for employees to take a break period until the urgent aspect of the job then being performed has been completed. It is also understood and agreed that City vehicles are not to be used for purposes of traveling to or from any location for coffee breaks, except as specifically authorized by an employee's supervisor.

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

Section 8.6 Run Selection

A general selection of full-time runs and positions shall take place the first week of the months of September, December, March, and June. General assignments may be held at other times whenever, in the judgment of the City, changes in schedules or runs require them; changes in schedules or runs affect the hours of work and compensation of Operators to their disadvantage; or, a regularly assigned run is available for reassignment by reason of resignation, death, or other cause.

The City will not hold a new quarterly general selection for Employees returning from leave unless written notice of a return to work date is provided to the Transit Director at least one week prior to the run selection. Selection of days off and runs shall be according to length of continuous service as a full-time permanent Operator. When selections are made, all positions on the spareboard must be filled.

Section 8.7 Spare Board Assignments

Spare-Board Operators:

This is a full-time, forty-hour position. Spare-board Operators shall continue to perform the same work as previously performed by spare board Operators, that being the "extra- board" or "spare board" work. Spare-board Operators shall receive the same level of benefits, to include health, life and dental insurance, as regular Operators. Spare-board Operators shall also be eligible for paid holidays and shall receive paid time off the same as regular Operators. Spare-board Operators shall be placed on the same PTO schedule and shall qualify for the same PTO benefits as regular coach Operators.

Spare-board Operators shall be subject to all other contractual provisions, except as limited within this Agreement.

All open board work shall be posted on the board for assignment to full-time permanent Operators who have selected and are assigned to the spare board. All spare board work which shall first be required to be performed by available full-time permanent Operators assigned to the spare board shall be divided as equally as possible among such Operators.

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

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

Section 8.8 Protecting the Board

Any Operator who is called in to do extra work shall be guaranteed one (1) hours work at time and one-half and, in case one (1) hours work is not provided, they shall be paid one (1) hours' time at time and one-half.

Any full-time permanent Operator not assigned to spare board who is called in on their day off shall be guaranteed at least three (3) hours work or shall be paid for the full three (3) hours.

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

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

Any employee required to be on standby ("up") for work shall be paid 2.0 hours at their regular rate of pay for each day on stand-by.

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

Section 8.9 Mechanic Assignments

Mechanics may bid for shifts on the basis of seniority. Shift bids shall take place the first week of the months of September, December, March, and June. The City maintains the right to determine the starting times of shifts and the number and class of mechanics on each shift. The City maintains the right to alter shift assignments for training of mechanics. Training periods shall not exceed thirty (30) days once an employee in a Mechanic classification completes their probationary period.

Section 8.10 Dispatcher and Utility Worker Assignments

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

ARTICLE 9 – WAGES

Section 9.1 Wage Rates

The job classifications and applicable hourly rates of pay thereof are set forth in Appendix “A” attached hereto and by this reference made a part hereof. It is understood and agreed that any docking of time or payment for time worked over and above 8 hours in a day shall be calculated in hour increments unless a different incremental rate is determined to be legally required under the FLSA.

Section 9.2 Entry Level Drivers Training Wage Rate

Coach Operators

Newly hired Coach Operators who are required to complete Entry Level Drivers Training (ELDT) will be paid at 85% of the Coach Operator hourly rate until such time as they enter Revenue Service Training.

All Other Classifications

Newly hired employees who are required to complete Entry Level Drivers Training (ELDT) will be paid at 85% of the hourly wage rate of their assigned job classification for hours spent engaging in Entry Level Drivers Training.

Section 9.3 Overtime Pay

Time and one-half the employee’s regular rate of pay will be paid for all hours actually worked in excess of forty (40) hours per week.

Spread Time:

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

Mandatory Meetings:

Employees who attend mandatory meetings lasting a maximum of 4 hours, during non-work hours shall be paid at time and one-half the employee's regular rate of pay. Quarterly trainings lasting at least 4 hours or more shall be paid at the employee's normal hourly rate and will be counted as hours actually worked for calculation of FSLA overtime.

Section 9.4 Overtime Equalization

Except in cases of emergency, the City will endeavor to give the employees involved at least two (2) hours' notice of available overtime. Emergency overtime shall be mandatory.

Operators: the City will endeavor to equalize the opportunity for overtime work among full-time permanent Operators assigned to full-time runs. Such Operators may elect, by filing written notice to the supervisor, not to work non-scheduled overtime and shall not be called in to work non-scheduled overtime unless called for emergency overtime.

Mechanics: the City will endeavor to equalize the opportunity for overtime work among full-time permanent mechanics within the job classifications wherein the work occurs who are capable of satisfactorily performing the required work.

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

Section 9.5 Compensatory Time

In lieu of overtime pay as stated in Section 9.3, employees may opt to receive compensatory time credited at one and one-half hours for each hour of overtime worked. Accrued compensatory time may not exceed eighty (80) hours. If the employee's accrued balance exceeds eighty (80) hours the employee must be paid overtime wages.

Section 9.6 Commercial Driver's License (CDL)

The City agrees to pay the cost of renewal of a commercial driver's license for all employees and any renewals or updates to licenses or certification required for mechanics. All Operators, Mechanics, and Utility Workers must possess a valid operator's/CDL license on their person while on duty. Management reserves the right to spot check for licenses. Any employee found not in compliance with this provision shall immediately be relieved from duty, unpaid, until a valid operator's/CDL license is produced.

All Operators must comply with CDL regulations as promulgated by the State of Michigan, including DOT approved physical examinations if applicable. The City reserves the right to require all employees to receive the DOT approved physical every two years. The City will cover the cost of the DOT physical. If an operator does not receive a two-year certification and additional physicals are required, the city will cover 50% of the cost of those physicals. In addition, the City will pay employees for time spent in receiving the DOT physical and for time spent for a CDL drug screen test.

Section 9.7 New or Altered Job Classifications

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

Section 9.8 Dispatchers

Employees assigned as dispatchers shall coordinate the work of operators by scheduling of operator hours, whether mandatory or regular, and work with operators in order to ensure compliance with operational procedures. The City shall have the right to cross train up to three (3) Operators to fill in when a full-time Dispatcher is absent. Employees who are cross-trained as Dispatchers, including those selected as Dispatchers, retain their cross-trained status for a period of five (5) years from the end of their training. At the conclusion of the five-year period, employees may request to have their cross-trained status removed. Requests must be in writing and given sixty days in advance of the date the employee wishes to change status. The City reserves the right to avail itself of the employee's cross-trained status until such time as another employee is cross-trained. Within two weeks of the expiration of the 60 days, the City will either have posted the taking of bids for the vacancy or will advise the union that the position will be not be filled.

Employees assigned as Dispatchers shall coordinate the work of Operators by scheduling of Operator hours, whether mandatory or regular and work with Operators in order to insure compliance with operational procedures. Dispatchers shall not have the authority to discipline employees nor can they effectively recommend such action, but shall advise the City of rule violations that have been discussed with Operators. A Dispatcher may be removed at any time when, in the City's judgment, the employee so assigned is not properly performing the function.

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

All Dispatchers are required to maintain a valid Chauffer's license as well as a valid DOT medical card. Employees in a permanent Dispatcher assignment who maintain a CDL with all required endorsements are eligible to receive an annual stipend of \$350 to be in the paycheck including July 1 of each year and may be called upon to use such licensure to operate a CDL required vehicle as necessary.

Section 9.9 Maintenance Department Call-In Pay

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

Section 9.10 Attendance Incentive

To encourage and reward continuous dedicated attendance on the part of employees, effective July 1, 2025, the Attendance Incentive shall be a financial incentive of \$75.00 per month; cumulative from month to month, for a maximum annual earnings of \$5,850. This incentive allows employees to compound a monthly bonus for acceptable attendance.

To qualify for the attendance incentive, an employee must appear for each scheduled day of work during the incentive period and must report at their designated start time.

Employees will be allowed six (6) excused absences per year, with each occurrence lasting not longer than two (2) days and provided the employee provides a note from a licensed medical professional.

Employees on approved leaves under S&A and FMLA will have their incentive banks paused and restarted upon return. An employee on an approved leave of absence will not have their incentive paused and restarted if they worked at least two weeks out of the month.

Payout of the Attendance Incentive shall be quarterly and occur in the first full pay period following the quarter close. Payout of Attendance Incentive shall not be pensionable.

Both parties acknowledge that this program would be for a one (1) year period at which time the parties will review to determine the effectiveness of the program.

Section 9.11 Direct Deposit.

All employees are required to have direct deposit of their entire pay.

ARTICLE 10 – INSURANCE

Section 10.1 Health Insurance.

Employees shall have the option of selecting from one of the following health plans:

- a. The City of Battle creek offers a High Deductible Health Plan (HDHP), which is the City's base plan for health care coverage.
- b. In addition to the base plan, the City agrees to provide at least one other non-high deductible plan through any insurance carrier authorized to conduct business in the State of Michigan. Employees electing coverage other than the City's base plan will be responsible for payment of any increase in the cost of premium coverage as compared to the base plan cost.

Health insurance 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. Except as otherwise provided, pursuant to Public Act 152, employees shall contribute, via payroll deduction, 20% of the cost of the insurance premium.

If for any pay period there are insufficient wages due and payable to the employee to cover the premium to be withheld, the employee must submit the appropriate amount directly to the City no later than the end of the calendar month when the premium is due.

The health plan offerings are reviewed annually and deductibles, co-pays and out pocket maximums adjusted based on the illustrated rates provided by the carrier.

Employees participating in the HDHP have the option of participating in a City sponsored Health Savings Account (HSA). The employee may choose to contribute money into their HSA account through payroll deduction up to the maximum contribution amount allowed by the Internal Revenue Code.

Part-time employees are eligible to participate in the City's insurance plan for employee only/single coverage. Part-time employees may elect two-person or family coverage but must pay 20% of the single coverage rate and the difference between the single premium coverage rate and the premium cost of the plan selected.

The City will allow employees to opt out of health care coverage, provided the employee provides proof of other coverage at open enrollment. Full-time employees who opt out of coverage would receive a payment of \$200 per month. Part-time employees who opt out of coverage would receive a payment of \$100 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.

The City agrees to continue to provide health insurance benefits for the period of time that an employee is receiving sickness and accident benefits. 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 days, an employee may continue the insurance benefits in effect, to the extent allowed by

the insurance companies, by paying in advance the monthly premium to the City. Employees receiving sickness and accident benefits, or workers disability compensation benefits shall receive insurance benefits paid by the City for the period of time they are compensated pursuant to those benefits or twelve (12) months, whichever occurs first, under the same terms and conditions as active employees.

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:

- a. 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.
- b. The City reserves the right to modify the hospitalization plan provided to retirees to reflect the base plan provided to active employees.

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

Employee: \$120 Dependent: \$80.00

For all employees hired after 6/1/98, upon retirement to receive full payable retiree health benefits, they 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.). No employee hired after January 1, 2010, is eligible for the retirement benefit.

If the employee's dependent(s) die, the City agrees to contribute to the cost of continuing the "employee only" health insurance benefit as previously described in this Agreement. Should the retiree die, the surviving spouse will be able to continue the City's plan provided the surviving spouse assumes the difference in cost for the applicable coverage of the surviving spouse's age group.

Section 10.2 Dental Insurance

The City shall maintain and agrees to pay the premium for dental insurance for employees and their eligible dependents. Employees newly-hired by the City shall receive coverage effective the first day of employment with the City. A copy of this Plan and information pertaining to it shall be available in the Human Resources department to all eligible employees.

Part-time employees are eligible for single dental coverage only.

Section 10.3 Life Insurance

The City agrees to pay the premium for term life insurance, with an accidental death and dismemberment rider, for each eligible employee. The amount of insurance shall equal no less than two times the employee's base annual salary, rounded up to the next thousandth dollar. The City shall also provide, at no cost to the employee, term life insurance for an eligible employee's spouse and dependents. Spousal coverage shall equal no less than \$10,000; dependent coverage shall equal no less than \$5,000 per dependent.

Section 10.4 Conditions of Insurance Coverage

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

Section 10.5 Public Employee Liability Insurance

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

ARTICLE 11 – HOLIDAYS

Section 11.1 Holidays.

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

- a. To qualify for pay hereunder, the employee must work the last scheduled work day before and the first scheduled work day after the holiday or the day of the holiday if scheduled.
- b. An employee shall receive eight (8) hours pay at their regular straight-time as holiday pay.
- c. In the event an employee is requested to work any of the listed holidays, they shall receive, in addition to holiday pay, one and one-half (1-1/2) times their regular pay for each hour actually worked, with the exception of holidays classified as "Floating Holidays" as set forth below.

- d. Employees shall have the option of either receiving pay for the floating holiday as outlined in Subparagraph (c) above, or banking the floating holiday as a future paid eight (8) hour day off. If the employee elects to take a paid eight (8) hour day off, the day taken shall be scheduled at the mutual convenience of the City and the employee. A floating holiday must be used within one (1) year from the date it is earned.
- e. When an employee uses the birthday floating holiday, eight (8) hours will be deducted from the employee's PTO balance. If the employee's birthday occurs on another holiday, the birthday floating holiday shall be moved to the next scheduled working day. Payment options shall be the same as outlined in (d).
- f. Part-time employees shall receive four (4) hours for paid holidays and usage of floating holidays.

Major Holidays:

New Year's Day; Memorial Day; Fourth of July; Labor Day, Thanksgiving Day and Christmas Day.

- a. The Transit Director will determine work schedules for observance of major holidays that fall on non-work days. An employee scheduled to work on the observed day of a major holiday shall receive eight (8) hours pay at their regular hourly rate (Holiday pay), and one and one-half (1 ½) times their regular pay for each hour actually worked.

Floating Holidays:

Martin Luther King's Birthday; Presidents' Day; Good Friday; Juneteenth, Veteran's Day; Day after Thanksgiving Day; Christmas Eve Day and Employee's Birthday.

- a. Floating Holidays that fall on non-work days will be automatically "saved" or "banked".

ARTICLE 12 – PAID TIME OFF

Section 12.1 Paid Time Off (PTO) Schedule.

PTO is intended to be used for vacation, sick days and personal business. The City shall provide for usage of PTO in accordance with the Earned Sick Time Act. Full-time employees are eligible for the PTO benefits outlined below provided the employee meets the following eligibility requirements:

- a) Completed one (10 or more years of continuous service with the City since their last hiring date; and
- b) Have worked not less than eighteen hundred (1,800) hours during the anniversary year preceding their PTO update.

- i. Employees who, at the anniversary date of their employment have completed one (1) but less than five (5) years of continuous employment since their last hiring date shall be entitled to 88 hours of PTO.
- ii. Employees who, at the anniversary date of their employment, have completed five (5) but less than ten (10) years of continuous employment since their last hiring date shall be entitled to 128 hours of PTO.
- iii. Employees who, at the anniversary date of their employment, have completed ten (10) but less than fifteen (15) years of continuous employment since their last hiring date shall be entitled to 168 hours of PTO.
- iv. Employees who, at the anniversary date of their employment, have completed fifteen (15) but less than twenty (20) years of continuous employment since their last hiring date shall be entitled to 208 hours of PTO.
- v. Employees who, at the anniversary date of their employment have completed twenty (20) or more years of continuous employment since their last hiring date shall be entitled to 248 hours of PTO.

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

- vi. Six (6) months continuous service: 72 hours (24 hours may be used the first 90 days)
- vii. One (1), but less than two (2) years of continuous service: 88 hours.
- viii. Two (2), but less than seven (7) years of continuous service: 128 hours.
- ix. Seven (7) but less than thirteen (13) years of continuous service: 168 hours.
- x. Thirteen (13) years or more of continuous service: 208 hours.

Employees hired prior to January 1, 2010, may choose to transfer to the schedule set forth in Paragraphs vi-x above. Employees desiring to transfer must do so before their next anniversary date between January 1, 2010 and January 1, 2011. For those employees who transfer, the change will occur on their anniversary date. An employee's PTO transfer is irrevocable. Failure to make a selection will result in the employee remaining on the schedule set forth in Paragraphs i-v.

Full-time employees working less than eighteen hundred (1,800) hours during their anniversary year shall receive a pro rata PTO benefit based on actual hours worked in comparison with two thousand eighty (2,080) hours, rounded upward to the nearest half day.

For part time employees' subsequent years, their PTO will be pro-rated as outlined above based on the number of hours worked and provided the employee meets the same eligibility requirements.

Section 12.2 PTO Pay Out.

One (1) week of PTO shall equal forty (40) hours of pay at the employee's regular hourly rate. Employees may cash out up to 40 hours of earned but unused time one (1) time per year to be paid in the pay check including December 1st.

Section 12.3 PTO Scheduling.

Employees may use their PTO at any time between the anniversary date of their employment in the year in which the PTO has been earned and the end of the anniversary date of the following year. Each December 1, the City will post a PTO sign up list. This list will remain posted for 30 days and shall be for the purpose of allowing employees to select whole weeks off. A maximum of two employees may sign up for any given week.

Preference for PTO requests on this sign up list will be granted based upon seniority and full time status. After the posting of this list, PTO requests will be granted in the order that requests are received. Requests for whole weeks after the thirty-day posting period can be made no earlier than 90 days and no later than five regularly scheduled work days in advance of the PTO request, and are subject to the City being able to spare the employee from work at the time requested.

Requests for PTO less than a whole week after the 30 days posting period can be made no earlier than 90 days and no later than the day prior (before the posting of the next day's work assignment) in advance of the PTO request, and are subject to the City being able to spare the employee from work at the time requested.

- a. The City shall determine the number of employees who can be excused from work at any one time.
- b. Paid time off shall not be cumulative from year to year. However, paid time off may be carried over when an employee is not allowed to use time off due to the operational needs of the City. PTO that is carried over must be used within 90 days of an employee's anniversary. The maximum amount of time that may be carried over for full time employees is 40 hours and pro-rated for part time employees.
- c. Paid Time Off may not be waived by an employee and extra pay received for work during that period. Additionally, effective November 1, 2009, the City will cease the practice of advancing pay for employees who are on vacation.
- d. When a non-floating holiday falls within the employee's scheduled paid time off, the employee's PTO will be extended one day, continuous with the PTO, provided the employee notifies the Transit Director at the time of submitting their PTO request.

Section 12.4 Pay Upon Termination.

If an employee who is otherwise eligible for paid time off quits, retires or is discharged on or after the anniversary date of their employment upon which they qualified for such pay without having received the same, such employee will receive, along with their final paycheck, the pay for which they qualified as of such anniversary date. If an employee quits with two (2) weeks' advance notice, retires or is discharged prior to the anniversary date upon which they would have qualified for PTO, they shall receive that portion, on a pro-rata basis, of the pay for which they would have qualified on such anniversary.

ARTICLE 13 – LONGEVITY

Section 13.1 Longevity Pay.

The City agrees to a longevity pay program for all employees, whereby it pays to all eligible employees, who qualify for such, the amount as set forth below:

- a. To those full-time permanent employees who, prior to December 1st of each year have completed seven (7) or more years of continuous service as employees of the City of Battle Creek, the City will grant, on the payday following said December 1st of each year, the sum of \$375.
- b. To those full-time permanent employees who, prior to December 1st of each year have completed twelve (12) or more years of continuous service as employees of the City of Battle Creek, the City will grant, on the payday following said December 1st of each year, the sum of \$675.
- c. To those full-time, permanent employees who, prior to December 1 of each year, have completed twenty (20) or more years of continuous service employed with the City of Battle Creek, the City will grant, on the payday following said December 1 of each year, the sum of \$875.
- d. Any employee who terminates their employment for any reason after their employment anniversary date of any year shall receive, along with the final check, that amount of longevity to which they became entitled as of their employment anniversary date.
- e. Employees who have qualified for longevity pay shall, upon retirement, receive a pro rata share of their annual longevity as of the effective date of retirement for the year in which they retire. The pro rata share shall be equal to the number of complete months past their employment anniversary date and shall be payable on the last paycheck to the employee.
- f. Payment to the beneficiary of a deceased qualified employee of their longevity pay for the year in which the death occurred shall be made on the basis as payment to a retired employee.

- g. Since the transit system was taken over by the City on July 1, 1977, this is the earliest employment anniversary date possible for the purpose of calculating the longevity benefit.
- h. The longevity benefit is not included in the FAC effective July 1, 2022.

ARTICLE 14 – PENSION PLAN

Section 14.1 Pension Plan

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

Employees Retiring on or After January 1, 1997:

- a. Benefit Program FAC-3 for determining final average compensation;
- b. Benefit Program F-55/25

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

- a. Benefit Program B-4
- b. All employees covered by this Collective Bargaining Agreement shall be required to contribute 5.0% for contract year's 2022-2023. The contribution shall increase to 7.0% on July 1, 2024. Contributions are made weekly.

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

- a. MERS Hybrid Plan, containing both a Defined Benefit (DB) and a Defined Contribution (DC) component;
- b. The DB component shall have a multiplier of 1.25 x years of service x FAC;
- c. Under the DC component, employees are required to contribute 2% of earnings for the plan year as a condition of participation in the plan. An employee may elect to contribute either 2.5% of earnings or 3% of earnings as a condition of participating in the plan. Employees shall not have the right to discontinue or reduce the rate of contribution after becoming a plan participant.
- d. The Hybrid Plan is subject to the conditions established in the MERS Uniform Hybrid DC component, Declaration of Trust, and Revised Uniform Hybrid Program Agreement adopted by the Battle Creek City Commission pursuant to Resolution 108 on March 16, 2010.

Section 14.2 Final Average Compensation

The parties agree and understand that effective March 31, 2010 PTO pay offs at termination of employment shall no longer be included in calculating an employee's final average compensation.

Section 14.3 457 Plan

Employees are eligible to contribute to a 457 plan within limits set by law. For every percent that an employee contributes the City will provide a matching contribution not to exceed 5%. Employees must contribute a minimum of 1%. Contributions are made and deducted from your gross pay each pay period other than amounts included as a reimbursement.

ARTICLE 15 – GENERAL

Section 15.1 Rules and Regulations

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

Section 15.2 Impaired Job Performance

The City shall conduct drug and alcohol testing pursuant to federal laws and regulations including but not limited to pre-employment, post-accident, reasonable suspicion, return-to-duty testing, follow-up testing, and random sampling. The Battle Creek Transit Drug and Alcohol Policy, as amended from time to time to remain in compliance with federal regulations, is attached to this contract.

Section 15.3 Subcontracting

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

Such subcontracting shall not be used to eliminate job positions and/or cause the laying off of personnel covered by this Agreement except as provided above. The City shall agree to meet with the Union to discuss options and cost.

Section 15.4 Uniforms

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

The City will purchase and issue new Operator/Dispatcher uniforms consistent with the following schedule:

- 5 shirts (Employee may choose long or short sleeve);
- 5 pants (Operators may choose to include 2 pairs of shorts as part of the first issue);
1 Winter Parka;
- 1 Lightweight fall/spring jacket (employee may opt for a vest instead of lightweight jacket)
- 1 branded cap for winter/summer apparel

The City will continue to replace Operator/Dispatcher uniforms on an as-needed basis, as determined by the City, at no cost to the employee provided the employee returns the current uniform to be replaced.

Mechanics and Utility Workers are provided uniforms leased under a City contract. The City will provide raingear in the storeroom for use by maintenance employees.

Section 15.5 Safety Equipment

The City agrees to provide employees covered by this agreement with an annual stipend with the costs associated with purchasing equipment which meets safety standards required of the assignment as established by management. The maximum benefit payable under this section shall be \$225. It is understood and agreed that the employee is responsible for the cost of any eye examination in relation to the purchase of safety glasses. Unless the lenses or frames are damaged while working for the City, the City's obligation under this section is limited to providing the annual safety equipment stipend in the paycheck that includes July 1st.

Section 15.6 Tool Allowance

The City agrees to reimburse Mechanics up to \$750.00 per contract year towards the purchase of tools directly related to the performance of their job and verified by receipts. Any funds for purchase of tools must be used within the year earned and cannot be carried into the subsequent year. Should a Mechanic's employment terminate within 90 days of receiving any tool allowance reimbursement, the employee shall repay the City the amount of the tool allowance reimbursement received, and repayment may be deducted from their last paycheck or from any other monies owed that individual.

Section 15.7 Physical Fitness for Duty

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

ARTICLE 16 – WORK STOPPAGE

Section 16.1 No Strike – No Lockout

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

Section 16.2 Discipline for Striking

Any and all of the employees who engage in any activity prohibited in this Article shall be subject to discharge. In the sole discretion of the City, the sole question to be determined is whether the employee engaged in such prohibited activity. However, the question as to whether the employee's conduct actually was such as prescribed by this Section may be resolved through the grievance procedure.

Section 16.3 Affirmative Action to Stop Strike

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

ARTICLE 17 – SAVINGS

Section 17.1 Amendments

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

Section 17.2 Entire Agreement

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

may not have been known or contemplated by either or both parties at the time they negotiated or signed this Agreement.

Section 17.3 Gender Clause

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

Section 17.4 Savings Clause

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

ARTICLE 18 – DURATION

Section 18.1 Duration.


This Agreement shall cover the period starting July 1, 2025, and shall remain in full force and effect until the June 30, 2026, unless either party hereto serves a written notice on the other at least sixty (60) calendar days prior to the expiration date of this Agreement or sixty (60) calendar days prior to the expiration of any subsequent automatic renewal period, of its intention to amend, modify or terminate this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on this 1st day of July, 2025.

ATU, LOCAL, 1251, AFL-CIO



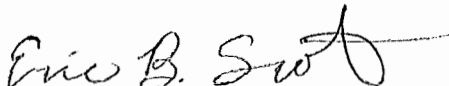
Amanda Watson
Financial Secretary



Holly Johnson
Member At-Large

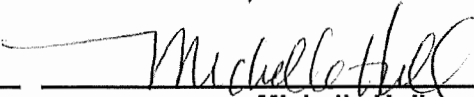


Mark Wolford
Vice-President



Eric Scott
President

CITY OF BATTLE CREEK



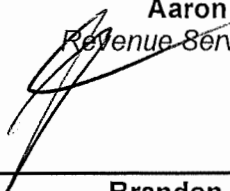
Michelle Hull
Human Resources Director



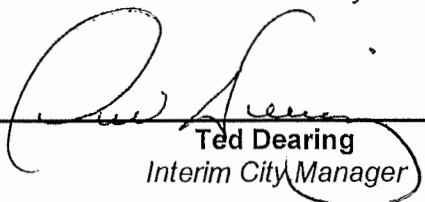
Mallory Avis
Public Transit Director



Aaron Kuhn
Revenue Services Director



Brandon Fournier
Labor Attorney



Ted Dearing
Interim City Manager

Appendix A: ATU Classification Wage Scale July 1, 2025 through June 30, 2026

Grade	Job Title	Hourly Rates							
		Mininum	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Maximum
14	Non-CDL Vehicle Operator	\$19.79	\$20.54	\$21.33	\$22.14	\$22.99	\$23.86	\$24.78	\$25.72
16	Transit Utility Worker	\$22.46	\$23.32	\$24.21	\$25.14	\$26.10	\$27.09	\$28.13	\$29.20
16	Coach Operator	\$22.46	\$23.32	\$24.21	\$25.14	\$26.10	\$27.09	\$28.13	\$29.20
17	Transit Dispatcher	\$23.59	\$24.49	\$25.42	\$26.39	\$27.40	\$28.45	\$29.54	\$30.66
17	Transit Mechanic Class C	\$23.59	\$24.49	\$25.42	\$26.39	\$27.40	\$28.45	\$29.54	\$30.66
19	Transit Mechanic Class B	\$26.75	\$27.77	\$28.83	\$29.93	\$31.07	\$32.26	\$33.49	\$34.77
20	Transit Mechanic Class A	\$28.61	\$29.70	\$30.83	\$32.01	\$33.24	\$34.50	\$35.82	\$37.19

Any employee engaged in Entry Level Drivers Training (ELDT) will be paid at 85% of the Minimum rate.

Management maintains right to offer new hires up to Step 3