

AGREEMENT
BETWEEN
THE CITY OF BATTLE CREEK, MICHIGAN
AND
THE BATTLE CREEK SUPERVISORS ASSOCIATION

EFFECTIVE JULY 1, 2024 TO JUNE 30, 2028

Table of Contents

AGREEMENT	5
ARTICLE 1 – PURPOSE AND INTENT.....	5
Section 1.1 – General Purpose and Intent.....	5
ARTICLE 2 – RECOGNITION.....	5
Section 2.1 – Recognition	5
Section 2.2 – Anti-Discrimination	5
Section 2.3 – Management Rights	6
Section 2.4 – Dues Deduction	6
Section 2.5 – Association Activity during Working Hours.....	6
Section 2.6 – Special Conferences	6
ARTICLE 3 – SENIORITY.....	7
Section 3.1 – Definition of Service	7
Section 3.2 – Definition of Seniority	7
Section 3.3 – Probationary Period	7
Section 3.4 – Continuation of Seniority	8
Section 3.5 – Termination of Seniority	8
Section 3.6 – Layoff and Recall Procedure.....	8
Section 3.7 – Elimination of Classification	8
Section 3.8 – Super Seniority	9
ARTICLE 4 – PROMOTIONS AND TRANSFERS.....	9
Section 4.1 – Job Bidding/Promotion.....	9
Section 4.2 – Temporary Transfers	10
Section 4.3 - Temporary Promotions of Non-Association Employees.....	11
Section 4.4 – Temporary Transfers from Other Units	11
ARTICLE 5 – GRIEVANCE PROCEDURE.....	11
Section 5.1 – Definition of Grievance.....	11
Section 5.2 – Time Limits.....	12
Section 5.3 – Discharge or Suspension Cases.....	12
Section 5.4 – Back Pay Calculation	13
ARTICLE 6 – HOURS OF WORK.....	13
Section 6.1 – Normal Work Week.....	13
Section 6.2 – Overtime	13
Section 6.3 – Call-In Pay	14

Section 6.4 – Shift Premium	14
Section 6.5 – Wage Schedule.....	14
Section 6.6 – Certification Pay.....	14
Section 6.7 – New or Altered Job Classifications.....	15
Section 6.8 – Standby Pay.....	15
Section 6.9 – Direct Deposit	16
ARTICLE 7 – PAID TIME OFF.....	16
Section 7.1 – PTO Schedule.....	16
ARTICLE 8 – HOLIDAYS	17
Section 8.1 – Holidays Celebrated.....	17
Section 8.2 – Holiday Qualification	17
Section 8.3 – Holiday Pay	17
ARTICLE 9 – INSURANCE.....	17
Section 9.1 – Health Insurance.....	17
Section 9.2 – Dental Insurance.....	19
Section 9.3 – Life Insurance	20
Section 9.4 – Conditions of Insurance Coverage.....	20
ARTICLE 10 – LEAVES OF ABSENCE	20
Section 10.1 – Personal Leave of Absence	20
Section 10.2 – Medical Leave.....	20
Section 10.3 – Bereavement Leave	20
Section 10.4 – Military Leave.....	21
Section 10.5 – Military Field Training Leave	21
Section 10.6 – Jury Duty Leave	21
Section 10.7 – Witness Leave	21
ARTICLE 11 – LONGEVITY	22
Section 11.1 – Longevity Pay	22
ARTICLE 12 – PENSION PLAN & 457 SAVINGS PLAN.....	22
Section 12.1 – Pension Plan.....	22
Section 12.2 – 457 Savings Plan	23
ARTICLE 13 – EDUCATIONAL INCENTIVE.....	23
Section 13.1 – Educational Incentive	23
Section 13.2 – Training	24
ARTICLE 14 – SICK LEAVE	25

Section 14.1 – Sickness and Accident Policy	25
ARTICLE 15 – WORK STOPPAGE.....	26
Section 15.1 – No Strike – No Lockout	26
Section 15.2 – Penalty for Striking.....	26
ARTICLE 16 – GENERAL	26
Section 16.1 – Supervisory Responsibility	26
Section 16.2 – Rules and Regulations	26
Section 16.3 – Savings Clause	26
Section 16.4 – Complaints against Employees.....	26
Section 16.6 – Safety Equipment.....	27
Section 16.7 – Subcontracting.....	27
Section 16.8 – Commercial Driver’s License	27
Section 16.9 – Beneficiary	27
ARTICLE 17 – DURATION.....	28
Section 17.1 – Effective	28
APPENDIX A	29
* Step Increases effective 7/1	29

AGREEMENT

THIS AGREEMENT effective the 1st day of July 2024, by and between the City of Battle Creek, hereinafter referred to the “City”, and the Battle Creek Supervisors Association, hereinafter referred to as the “Association”.

WITNESSETH:

ARTICLE 1 – PURPOSE AND INTENT

Section 1.1 – General Purpose and Intent

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

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

ARTICLE 2 – RECOGNITION

Section 2.1 – Recognition

Pursuant to and in accordance with the applicable provisions of Act 379 of the Public Acts of 1965, the City recognizes the Association as the sole and exclusive collective bargaining agent for supervisory employees of the City of Battle Creek listed in Appendix A.

Section 2.2 – Anti-Discrimination

The City and the Association agree that for the duration of this Agreement, neither shall discriminate against any employee because of race, color, creed, age, sex, nationality or political belief, nor shall the City or its agents, nor the Association, its agents or members discriminate against any employee because of their membership or non-membership in the Association. Any complaint concerning discrimination that is covered by the procedure set

forth in the City's Administrative Code shall be pursued under the Administrative Code and not the Grievance Procedure set forth in this Agreement.

- a) Americans with Disabilities Act: Both the City and the Association recognize certain legal obligations created by the Americans with Disabilities Act, and both parties affirm their responsibility to attempt to accommodate employees under the provisions of the Federal Statute. An alleged violation of the Americans with Disabilities Act shall not be subject to the grievance procedure contained in this Collective Bargaining Agreement.

Section 2.3 – Management Rights

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

Section 2.4 – Dues Deduction

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

Section 2.5 – Association Activity during Working Hours

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

Section 2.6 – Special Conferences

Special conferences for important matters (not grievances) will be arranged between the Association President and the Director of Human Resources within three (3) working days of such request of either party for such conference. Such meetings shall be attended by not more than two (2) employee representatives of the Association. Arrangements for such

special conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in special conferences shall be confined to those included in the agenda, unless both parties agree to include other items. The representatives of the Association shall not lose time or pay from regularly scheduled work while attending such special conferences.

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

ARTICLE 3 – SENIORITY

Section 3.1 – Definition of Service

Service shall be defined as an employee's length of continuous service with the City since their last hiring date as a permanent, full-time employee. "Last hiring date" shall mean the date upon which an employee first reported for work at the direction of the City as a full-time permanent employee, since which the employee 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, sickness or accident, or for layoffs, except as hereinafter provided.

Section 3.2 – Definition of Seniority

Seniority is defined as an employee's length of continuous service with the City since the employee's promotion or hire as a permanent, full-time employee into a job classification covered by this Agreement. In the event that two (2) or more employees have been promoted or hired on the same date, their names shall appear on the seniority list alphabetically by the first letter of their last names.

- a) The City will maintain an up-to-date seniority list and will furnish a copy of the seniority list to the Association in January and July of each calendar year.

Section 3.3 – Probationary Period

Employees newly hired or current employees accepting a position from outside this unit shall be probationary employees during the first six (6) months of work. The probationary period is for the purpose of enabling the City to determine if an employee has the attributes, attitude and capabilities of becoming an effective supervisor. During the probationary period, the employee shall have no seniority status and may be terminated for any reason at the sole discretion of the City without recourse to the Grievance Procedure. Upon such termination, the City shall notify the Association and provide the Association with a general statement of the cause for the termination.

- a) The city reserves the right to extend the probationary period for an additional sixty (60) days. Should the City exercise this right, notice must be provided to the probationary employee and the Association President
- b) At the conclusion of their probationary period, the employee's name shall be added to the seniority list as their hiring date into BCSA.

- c) All new employees hired into the unit shall have a performance evaluation after completing ninety (90) days. Such evaluation shall be discussed with the employee with a determination as to whether the employee will continue in their probation.

Section 3.4 – Continuation of Seniority

Any employee who has been or in the future is promoted from this unit to a non-bargaining position with the City shall retain their seniority and continue to accumulate seniority while they remain on such job for a period of six (6) months.

If such employee is removed from their non-bargaining position for any reason considered valid under this Agreement (other than discharge), such employee shall be allowed to return to their previous position so long as they are still within the six (6) month timeframe.

Section 3.5 – Termination of Seniority

Seniority shall be terminated: after a discharge; after retirement; after transfer out of the Association; after two (2) years of a layoff; if the employee is absent for three (3) consecutive regularly scheduled work days without notifying their department head or supervisor prior to or within such three (3) day period of a justifiable reason for such absence unless it was impossible for such notice to be given. In the case of a three-day absence the City will send written notification to the employee at their last known address that they have lost their seniority and that their employment is terminated.

Section 3.6 – Layoff and Recall Procedure

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

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

Section 3.7 – Elimination of Classification

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

- a) the eliminated employee has more seniority than the employee they bump; and

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

Section 3.8 – Super Seniority

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

ARTICLE 4 – PROMOTIONS AND TRANSFERS

Section 4.1 – Job Bidding/Promotion

When it is necessary to fill a new, permanent job classification or vacancy in a position covered by this Agreement, such permanent job or vacancy shall be posted on the appropriate bulletin boards throughout the City's operations for a period of five (5) regularly scheduled working days. During which time employees may bid for such job or vacancy by applying through the process established by the Human Resources Department. Such posting shall include a statement of the job requirements and whether tests (oral, written and/or performance or combinations thereof) must be taken and passed by employees as a prerequisite to moving forward in the job bidding process.

- a) To be eligible to bid for a position, an employee must have completed their probationary period. While on probationary status, an employee has a right to submit a Show of Interest for positions that have been posted for bidding.
- b) Employees who bid shall be considered on the same basis with other applicants from City employment and applicants from the normal hiring process, with the applicant who is most qualified being awarded the position. If all factors are equal among applicants considered to be the most qualified, the position will be offered first to the most senior employee covered by this Agreement.

- c) In determining which applicant is the most qualified for the position, the City will consider an applicant's work experience, educational background, training and other matters, including test results, which relate to the applicant's ability and fitness to perform all of the duties and responsibilities of the position. The City's determination under this section shall prevail unless the Association can establish by a preponderance of the evidence that the City's determination was erroneous.
- d) When an employee covered by this Agreement is promoted to another position covered by this Agreement, they shall be on probation for a period of ninety (90) calendar days. The purpose of this probationary period is to provide a break-in or training period in order to determine, (1) the employee's desire to remain in the role, and (2) whether the employee appears to demonstrate an ability to develop the knowledge and skills required to satisfactorily perform the job duties. Upon promotion within the unit, a performance evaluation shall occur after completing forty-five (45) days. During this probationary period, the employee shall retain the option to revert back to their formally held position. Should the City determine that the employee is unable to learn or perform satisfactorily in their new position, written notice shall be provided to the employee as to the reasons why they are being removed and returned to their previous classification. If the City eliminates the position during the first 90 calendar days the employee occupies the position, the employee may return to their previous position.
- e) An employee may not bid for a job classification with an equal or lower maximum rate of pay until such time as the employee has served one (1) year in their presently held position.
- f) A permanent vacancy shall be defined as a vacancy occasioned by the quitting, discharge, retirement, reassignment or death of a job occupant.

Section 4.2 – Temporary Transfers

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

- a) The parties agree for those periods of time which exceed five (5) consecutive regularly scheduled working days, where Assistant Division Supervisors are temporarily transferred to Division Superintendent, that they shall be paid at the rate in the Superintendent's pay range as if they were permanently promoted for such period.
- b) Employees temporarily transferred for the convenience of the City as provided for in this section shall not be placed in such position for more than sixty (60) days without the City meeting with the Association to discuss the reasons for such continuation. If a continuation is necessary, the employee's time spent in such position shall be applied

from the first day to the employee's probationary time whether the employee is promoted into the affected position at that time or in the future.

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

Section 4.3 - Temporary Promotions of Non-Association Employees

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

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

Section 4.4 – Temporary Transfers from Other Units

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

ARTICLE 5 – GRIEVANCE PROCEDURE

Section 5.1 – Definition of Grievance

A grievance shall be defined as any dispute regarding the meaning, interpretation, application or alleged violation of the terms and provisions of this Agreement. All grievances shall be resolved in the following manner:

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

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

working days of the receipt of the Second Step appeal and give the answer to the Association representative.

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

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

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

Section 5.2 – Time Limits

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

Section 5.3 – Discharge or Suspension Cases

In the event an employee under the jurisdiction of the bargaining unit shall be suspended from work for disciplinary reasons or is discharged from employment after the date hereof, and the employee believes that just cause does not exist for the suspension or discharge, such suspension or discharge shall constitute a case arising under the Grievance Procedure provided a written grievance with respect thereto is presented to the Director of Human Resources or City designee within three (3) regularly scheduled working days after such discharge or after the start of such suspension.

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

Section 5.4 – Back Pay Calculation

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

ARTICLE 6 – HOURS OF WORK

Section 6.1 – Normal Work Week

The normal work week shall be eight (8) hours per day and forty (40) hours per week, Sunday through Saturday. This shall not be construed as a guarantee of hours of work or pay.

Section 6.2 – Overtime

Overtime shall be paid at the rate of time and one-half (1 ½) multiplied by the hourly rate for work in excess of forty (40) hours per week or eight (8) hours per day. For employees scheduled on a four-day, ten-hour shift work week, overtime shall be paid pursuant to the above formula for all work in excess of forty (40) hours per week or ten (10) hours per day. Only hours actually worked, not hours paid, count towards determining an employee's eligibility for overtime.

- a) The City will pay overtime at the highest rate worked if total hours exceed 40 hours in a work week.
- b) In lieu of receiving overtime compensation, employees may, with permission of the City, bank the overtime hours as compensatory time off up to a maximum of one hundred sixty (160) hours. Such bank time shall be accrued at the rate of one and one-half (1 ½) hours of compensatory time for each hour of overtime worked for which the City has given the employee permission to accrue such compensatory time. Such compensatory time off may be taken at times mutually convenient to the City and the employee. Employees may use compensatory time for days when they are unable to work due to illness. If an employee requests compensatory time for illness, the City may require the employee to produce a doctor's slip or have the employee examined by a doctor of the City's choosing. Compensatory time requests must be for a minimum of one (1) hour. Employees may cash out a maximum of one hundred (100) hours of accrued compensatory time per year. Requests must be submitted in writing between September 1 and December 1 of each year and are subject to review by the Revenue

Services Director and Director of Public Works to determine if funds are available for such payments. Payment will be made at the employee's rate of pay in effect at the time the request is submitted. The maximum number of compensatory time which can be included in calculating an employee's final average compensation for pension purposes is fifty (50) hours.

Section 6.3 – Call-In Pay

An employee called in for work at a time other than that which they had been scheduled shall be paid time and one-half the employee's regular hourly rate of pay for all hours worked. The call-in time shall begin when the employee receives the call to return to work and ends when the work is completed. The call in pay does not apply to employees who were previously scheduled to work prior to their starting time or who are held over after regular quitting time. There is no pyramiding of other premium pay.

Section 6.4 – Shift Premium

The City will grant shift premium of fifty cents (.50) per hour to all employees who work on the second shift (starting on or after 2:00 p.m.), and sixty-five (65) cents per hour on the third shift (starting on or after 10:00 p.m.). This provision is meant to include all scheduled and non-scheduled overtime, provided the call-in is outside the employees regularly scheduled shift.

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

Section 6.5 – Wage Schedule

The wages of positions covered by this Agreement are set forth in Appendix "A" and are attached hereto and by this reference made a part hereof.

Section 6.6 – Certification Pay

If an employee obtains a certification in their area of work that is greater than the certification required for the position, and that is listed on the certification matrix, the employee will receive the stipend associated with the certification on an annual basis included in the pay period that includes July 1 and the City will reimburse associated costs to retain/maintain the certification such as continuing education, testing, and certification costs. If the employee receives a certification that is not on the matrix and/or not in the employee's area of work, the City retains the discretion to pay the employee any associated costs to retain/maintain the certification.

Certification/License	Annual Stipend
Water Treatment D-1	\$600
Water Treatment D-2	\$450
Water Treatment D-3	\$375
Water Treatment D-4	\$325
Water Distribution S-1	\$600
Water Distribution S-2	\$450
Water Distribution S-3	\$375
Water Distribution S-4	\$325
Water Filtration F-1	\$600
Water Filtration F-2	\$450
Water Filtration F-3	\$375
Water Filtration F-4	\$325
WWTP A	\$600
WWTP B	\$450
WWTP C	\$375
WWTP D	\$325
Master Emergency Vehicle Technician – Fire	\$600
Master Emergency Vehicle Technician – Police	\$350
CDL	\$350
CDL w/Tanker Endorsement	\$400
Playground Inspection	\$350
Pesticide Application	\$350
Signs and Pavement Marking Level 2	\$350
J Journeyman Electrician	\$375
Master Electrician	\$600
Stormwater Operator Certification	\$350

Section 6.7 – New or Altered Job Classifications

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

Section 6.8 – Standby Pay

The City shall grant two (2) hours straight time pay for each day an employee is requested or required to standby for service. Standby opportunities shall be rotated for equalization purposes. Supervisors recognize and acknowledge that stand by is idle time, subject to reasonable restrictions on the supervisor's freedom of movement. Consequently, standby is not considered time worked when calculating overtime. Despite the idle nature of the time spent on stand-by, the parties agree that an employee may convert Standby Pay to compensatory time in lieu of straight time pay.

Section 6.9 – Direct Deposit

Employees shall be paid on a bi-weekly basis and all employees must make arrangements for direct deposit of their entire paycheck.

ARTICLE 7 – PAID TIME OFF

Section 7.1 – PTO Schedule

All regular, permanent employees shall accrue PTO according to the following schedule:

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

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

Employees working less than 1800 hours during their anniversary year shall have their PTO benefit prorated based on actual hours worked in comparison with 1800 hours.

Service time for calculating PTO benefits shall be given for all leaves fully paid by the City. Employees shall be given credit for hours lost from work due to Workers' Comp injuries (maximum of 300 hours) and/or time served on active military duty. However, employees on Worker's Disability Compensation shall not be allowed to take PTO. Time spent under the City's Sickness and Accident Program shall not count as service for the calculation of PTO benefits.

- a) Except as provided in this paragraph, PTO must be taken or forfeited and may not be cumulative from year to year. An employee may carry over forty (40) hours for any reason without prior approval. If, after carry-over of 40 hours, the employee has any additional PTO remaining, it will be lost. Loss of PTO above 40 hours shall not be subject to the grievance procedure.
- b) Effective October 1st, 2011, the parties agreed that vacation pay-offs at termination of employment shall not be included in the calculation of an employee's final average compensation for pension purposes.

ARTICLE 8 – HOLIDAYS

Section 8.1 – Holidays Celebrated

The following days are holidays and an employee shall receive these days off whenever possible. All permanent, full-time employees, shall be entitled to receive the following paid holidays, provided they qualify for such pay as set forth below.

New Year's Day	Labor Day
Martin Luther King Day	Veteran's Day
President's Day	Thanksgiving Day
Good Friday	The Friday following Thanksgiving Day
Memorial Day	Christmas Eve
Juneteenth	Christmas Day
Independence Day	

- a) Easter Sunday shall constitute a paid Holiday for employees scheduled to work on that day (continuous shift operations).

Section 8.2 – Holiday Qualification

To qualify for holiday pay, an employee must actually work or be on an approved leave on the calendar days preceding and following the day celebrated as a holiday. If not scheduled to work the day before or after the holiday, then to further qualify, the employee must actually work their entire last regularly scheduled working day before and after the day celebrated as a holiday, unless on an approved leave.

Section 8.3 – Holiday Pay

An employee shall receive eight (8) hours pay at their regular hourly rate for each holiday recognized by this Agreement. For employees scheduled on a four-day, ten-hour shift work week, they shall receive ten (10) hours pay for Holiday Pay. In the event an employee is scheduled for and works on a holiday, they shall receive time and one-half (1 ½) for any hours actually worked in addition to Holiday Pay. Employees who work on Christmas Day (actual, not recognized) shall receive double time for all hours actually worked on that day. For continuous shift operations, if a holiday occurs during an employee's regularly scheduled off day, the employee will receive holiday pay as outlined above. Payment of the holiday in this situation shall not be used to calculate overtime hours for that particular work week.

ARTICLE 9 – INSURANCE

Section 9.1 – Health Insurance

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

- a) The City of Battle Creek offers a High Deductible Health Plan (HDHP) through a PPO network which is the City's base plan for health care coverage. Employees participating in the HDHP have the option of participating in a City sponsored Health Savings Account (HSA).

- b) In addition to the base plan, the City agrees to provide at least one other plan through any insurance carrier authorized to conduct business in the State of Michigan.
- c) 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.
- d) 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. The cost of the annual premium will be deducted on a pro-rata basis each pay period each month.

The City will allow employees the opportunity to opt out of health coverage, provided the employee provides proof of other coverage at open enrollment. Employees who opt out of coverage will 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.

The City agree to offer employees the opportunity to renew their health insurance coverage each calendar year.

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 layoff 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) calendar days, an employee may continue the insurance benefits in effect, to the extent allowed by the insurance companies, by paying their portion of the monthly premium to the City in advance.

Employees receiving 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.

Health Insurance – Retirees: For employees hired on or before June 21, 2011 and who retire with a benefit immediately payable, the City agrees to contribute to the cost of continuing the "employee only" health insurance benefits an amount not exceeding \$200.00 per month. It is understood and agreed that Association members may 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.
- 3) Any employee who retires with a spouse eligible to receive equivalent health insurance benefits from a different employer, must migrate to the spouse's insurance coverage.
- 4) Medicare eligible employees and retirees must utilize Medicare.

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

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

- 1) Employee and Dependents non-Medicare eligible:

Employee	\$120.00
Dependent	\$ 80.00

- 2) Employee and Dependents Medicare eligible:

Employee	\$ 85.00
Dependent	\$ 50.00

- 3) Employee is under age 65 and their dependent(s) is/are Medicare eligible:

Employee	\$120.00
Dependent	\$ 80.00

- 4) Employee is Medicare eligible and their dependent(s) is/are under age 65:

Employee	\$ 85.00
Dependent	\$ 80.00

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

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

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

Section 9.2 – Dental Insurance

The City agrees to pay the premium for dental insurance for employees and their eligible dependents. The plan shall be an 80/20 plan (or equivalent), with the following benefits:

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

Benefit	\$1,500 annual maximum contract benefit per person for Class I, II, and III benefits
Orthodontics	50% co-pay on Class IV benefits, with lifetime maximum of \$1,000 per eligible person
Charges	Pays based on usual, customary, and reasonable as determined by the insurance carrier

Section 9.3 – Life Insurance

The City agrees to pay the premium for term life insurance, with an accidental death and dismemberment rider, for each eligible employee. The amount of insurance shall equal 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 \$10,000; and dependent coverage shall equal \$5,000 per dependent.

Section 9.4 – Conditions of Insurance Coverage

Insurance provided under Sections 9.1 through 9.3 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 9.1 through 9.3 of this Article. The City agrees to maintain the level of City-paid group insurance benefits as outlined in this Article during the life of this agreement.

ARTICLE 10 – LEAVES OF ABSENCE

Section 10.1 – Personal Leave of Absence

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

Section 10.2 – Medical Leave

An employee who, because of illness, pregnancy or accident, is physically unable to work may, upon request, 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 of such absence when the same is requested by the City; (3) such leave of absence shall not exceed one (1) year; and (4) there is a reasonable documented belief that the granting of the leave will result in a return to work.

Section 10.3 – 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.

- 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

Section 10.4 – Military Leave

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

Section 10.5 – Military Field Training Leave

Leaves of absence shall be granted to employees who are active in the National Guard or a branch of the Armed Forces Reserves for the purpose of fulfilling their annual field training obligations and/or responding to any civil disorder. Applications for leaves of absence for such purpose must be made as soon as possible after the employee's receipt of their orders. Employees presenting evidence as to the amount of compensation received from the government shall be paid the difference, if any, between what they received in the form of pay thereof and what they would have received from the City had they worked during such period. Such payments shall be limited in a calendar year to two (2) weeks for annual field training and a maximum of eight (8) weeks for civil disorders.

Section 10.6 – Jury Duty Leave

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

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

Section 10.7 – Witness Leave

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

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

ARTICLE 11 – LONGEVITY

Section 11.1 – Longevity Pay

The City agrees to a longevity pay program whereby it pays to all eligible employees, defined as employees hired on or before June 21, 2011, who qualify for such, the amount set forth below:

- a) To those full-time, permanent employees who, prior to December 1st of each year, have completed seven (7) but not more than eleven (11) years of continuous service, the City will grant, on the payday following said December 1st of each year, the following amount: \$375.
- b) To those full-time, permanent employees who, prior to December 1st of each year have completed twelve (12), but not more than nineteen (19) years of continuous service, the City will grant, on the payday following said December 1st of each year, the following amount: \$675.
- c) To those full-time, permanent employees who, prior to December 1st of each year have completed twenty (20) or more years of continuous service, the City will grant, on the payday following said December 1st of each year, the following amount: \$1,000.
- d) Any employee who terminates their employment for any reason after their employment anniversary date of any year shall receive, along with their 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 with a pension benefit immediately payable under the Michigan Employee's Retirement System, receive a pro rata share of their annual longevity as of the effective date of retirement for the year in which they retire. The pro rata share shall be equal to the number of complete months past their employment anniversary date and shall be payable on the last paycheck to the employee.
- f) Payment to the beneficiary of a deceased qualified employee of their longevity pay for the year in which the death occurred shall be made on the same basis as payment to a retired employee.

ARTICLE 12 – PENSION PLAN & 457 SAVINGS PLAN

Section 12.1 – Pension Plan

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

- a) Employees hired prior to June 21, 2011, are covered by the following benefits:
 - 1) Benefit Program B-4 with a 2.5% Multiplier.
 - 2) Benefit Program FAC-3.
 - 3) Benefit Program RS 50%.

- 4) 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 15 or more years of credited service on a reduced allowance program and also at age 50 with 25 or more years of credited service on a reduced allowance program.
- 5) On June 1, 1988, the Benefit Program E was adopted. Benefit Program E covered only those retirees who had been on the pension payroll for a full calendar year.

b) Employees' required contribution into the B-4 plan shall increase from 7.16% to 7.75% on 7/1/2025; from 7.75% to 8.25% on 7/1/2026; and from 8.25% to 8.75% on 7/1/2027.

c) Employees hired on or after June 21, 2011, are covered by the following benefits:

- 1) Benefit Program C-1 with a 1.5% Multiplier
- 2) Benefit Program FAC-3

d) Effective 7/1/2027, employees' required contribution into the C-1 plan shall increase from 5% to 5.5%.

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

Section 12.2 – 457 Savings Plan

The parties recognize an employee's responsibility to save for retirement over and above contractual pension benefits. To further address concerns about retiree health care costs, participation in the City's 457 Savings Plan is encouraged.

- a) The City will match employee contributions up to 5% of gross income.
- b) City contributions will continue only as long as the employee maintains a percentage contribution.

ARTICLE 13 – EDUCATIONAL INCENTIVE

Section 13.1 – Educational Incentive

It is recognized by the City that employees who continually upgrade their education are better able to understand and serve the community in which they work. To this end, the City hereby agrees to pay permanent, full-time employees who have completed accredited courses in job related curriculum 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 their designee will define job related areas. Proof of completion rests with the employee and

must be presented in the Human Resources Office for payment. Such payment shall be made in the pay period that includes June 1 each calendar year.

- a) Seventy-five Dollars (\$75.00) for completion of a one semester certification program, usually 15 to 19 credit hours, in a job-related field.
- b) One Hundred Dollars (\$100.00) for completing the two (2) semester certification program in a job-related field or equivalent thirty (30) credit hours. Equivalency requirements to meet are a minimum of twenty-one (21) credit hours in the respective job-related field and nine (9) credit hours in general courses.
- c) Two Hundred Dollars (\$200.00) for completion of an Associate Degree in a job-related field or equivalent sixty (60) credit hours in a job-related field; or who are certified or registered by the State of Michigan and 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 Dollar (\$300.00) per year payment.
- e) Employees who have been granted a master's degree in a job-related field shall be granted a Five Hundred Dollar (\$500.00) per year payment.
- f) All such payment requirements must be in addition to the minimum requirements of the position, as established by the City. If the job classification requires, as a minimum qualification, an education requirement equal to the employee's education level, the employee shall be ineligible for the incentive payment. All such determinations shall be made on an individual basis by the Director of Human Resources and are not subject to review.
- g) Employees who receive certification pay pursuant to Section 6.6 shall not be allowed to use the same credit hours or certification for payment of benefits under this educational incentive program.

Section 13.2 – Training

The City will implement a supervisor's training program to improve existing supervising skills and techniques and develop new supervising skills and techniques. There will be at least two (2) training programs each year, scheduled at the discretion of the City.

Attendance at these programs will be voluntary. Though voluntary, the employee will be compensated at the appropriate pay rate for attendance to in-service training. For those out-of-town training sessions the employee shall be compensated for any combination of hours up to eight (8) hours per day. The program may be conducted either by the City or by outside party.

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

ARTICLE 14 – SICK LEAVE

Section 14.1 – Sickness and Accident Policy

Eligible employees are covered under the City's Sickness and Accident Policy.

A permanent full-time employee, who has completed twelve (12) months of continuous and active employment, is eligible to apply for Sickness and Accident (S&A) benefits if the employee becomes permanently or temporarily disabled by a non-work related illness or injury (including a pregnancy-related disability) which prevents the employee from performing their essential job functions for 5 consecutive days and is not otherwise engaged in gainful employment with the City or elsewhere. S&A is for continuous leave only and cannot be utilized on an intermittent basis.

An employee is considered disabled if they are unable to perform an essential function of their job, as described in the current job description preventing them from working, due to sickness, injury or pregnancy. The City shall reserve the right at its discretion to place an employee in a modified duty assignment, consistent with their medical restrictions, if one is available which would allow the affected employee to continue working.

S&A shall pay 66% of the employee's regular salary, excluding overtime, minus all regular deductions and is paid through City of Battle Creek payroll. If approved, benefits shall be payable from the 1st day of disability provided that the duration of such disability lasts a minimum of five (5) consecutive working days. The benefit period shall not exceed 26 weeks for any one period of disability. Employees may use PTO to supplement S&A to full time pay.

a) An employee shall not be eligible for S&A benefits under the following:

- 1) The employee is not regularly treated by a legally qualified physician for the injury /illness that is preventing them from performing the essential functions of their job.
- 2) From injury sustained as a result of war, declared or undeclared, or any act incident thereto, or engaging in a riot as a participant.
- 3) From injury sustained while doing any act or thing pertaining to any occupation or employment for remuneration or profit.

Successive periods of disability due to the same or related causes will be considered a continuation of the original S&A claim unless the successive periods are separated by the employees' return to full-time, active work the City for at least six (6) months.

ARTICLE 15 – WORK STOPPAGE

Section 15.1 – No Strike – No Lockout

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

Section 15.2 – Penalty for Striking

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

ARTICLE 16 – GENERAL

Section 16.1 – Supervisory Responsibility

The City agrees to provide each supervisor with a copy of each association contract, amendments thereto, and new or amended policies or procedures which will affect the supervisor's working relationships with the persons being supervised.

- a) If requested, the immediate supervisor shall participate in the interview process when hiring into the affected bargaining units. However, the final selection(s) shall be made by the City Administration.

Section 16.2 – Rules and Regulations

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

Section 16.3 – Savings Clause

In the event that any of the provisions of this Agreement shall become invalid or unenforceable, such invalidity or unenforceability shall not affect the remaining provisions thereof. In the event any provisions are so invalidated, this Agreement shall be reopened for the express purpose of re-negotiating such invalid or unenforceable provision.

Section 16.4 – Complaints against Employees

If, after investigating an initial complaint or accusation, whether oral or written, the Director of Human Resources determines that meetings with the complainant or the employee may be warranted, they shall notify the employee of such complaint or accusation upon such determination.

- a) Bargaining unit members under investigation for a violation of City rules or policies shall have a right to association representation during an investigative interview that may result in disciplinary action taken against the member. Prior to taking action suspending or terminating a bargaining unit member, the City will meet with the employee, notify them of the charges against them, and provide the employee an opportunity to respond to the allegations. When possible, the City will give the Association two (2) working days' notice prior to meeting with an employee.
- b) A copy of any written complaint or accusation will be provided to the employee prior to their meeting with the Director of Human Resources, unless the incident giving rise to the complaint or accusation is the subject of a criminal investigation, or of criminal or civil legal proceedings, in which case the City's investigation shall be held in abeyance.

Section 16.6 – Safety Equipment

The City agrees to provide all employees covered by this agreement an annual stipend to assist with the costs associated with purchasing equipment (safety shoes and safety glasses) which meets safety standards required of the assignment as established by the Chief Safety Officer. The maximum benefit payable under this section shall be \$275 on 7/1/24, \$300 on 7/1/25, \$325 on 7/1/26 and \$350 on 7/1/27.

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 on the paycheck that includes July 1st.

Section 16.7 – Subcontracting

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

Section 16.8 – Commercial Driver's License

The City agrees to pay the cost of renewal of a CDL for employee's who are required to have such license in their classification.

Section 16.9 – Beneficiary

In the event of the death of an employee while employed by the City, final payment shall be made for the City benefits for which they may have accrued as a result of employment. Final payments will be direct deposited as usual.

ARTICLE 17 – DURATION

Section 17.1 – Effective

This Agreement shall become effective as of July 1, 2024, except as otherwise noted and shall be operative and remain in full force and effect until June 30, 2028, and from year to year thereafter unless either party hereto shall notify the other in writing at least sixty (60) calendar days prior to the expiration of this Agreement or sixty (60) days prior to the expiration of any subsequent automatic renewal of its intention to amend, modify or terminate this Agreement.

IN WITNESS WHEREOF, the parties hereto have cause this Agreement to be executed on the 1st day of July, 2024.

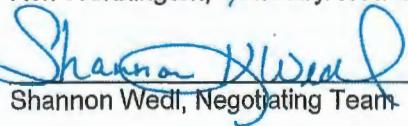
For BCSA:


Marv Krause, BCSA President

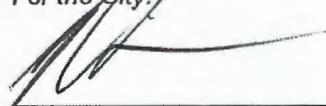

Ken Bailey, BCSA Vice Pres.

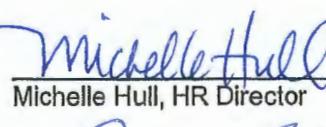

Will Simmons, Steward

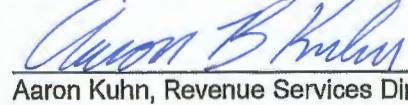

Ron Worthington, Secretary/Treasurer

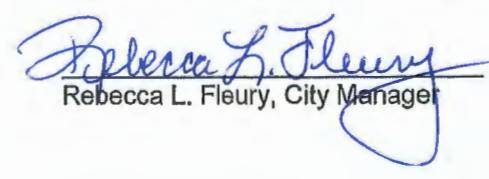

Shannon Wedl, Negotiating Team

For the City:


Brandon Fournier, Labor Atty


Michelle Hull, HR Director


Aaron Kuhn, Revenue Services Dir.


Rebecca L. Fleury, City Manager

APPENDIX A

Wage Scale

* Step Increases effective 7/1

7/1/2024 – 6/30/2026					
Grade	Start	Step 1	Step 2	Step 3	Step 4
BCSA – 23	\$31.30	\$33.02	\$34.74	\$36.47	\$38.19
BCSA – 24	\$32.86	\$34.67	\$36.48	\$38.29	\$40.10
BCSA – 25	\$34.51	\$36.40	\$38.31	\$40.20	\$42.10
BCSA – 26	\$36.23	\$38.23	\$40.22	\$42.21	\$44.21

7/1/2026 (2% increase)					
Grade	Start	Step 1	Step 2	Step 3	Step 4
BCSA – 23	\$31.92	\$33.68	\$35.44	\$37.20	\$38.95
BCSA – 24	\$33.52	\$35.37	\$37.21	\$39.06	\$40.90
BCSA – 25	\$35.20	\$37.13	\$39.07	\$41.01	\$42.95
BCSA – 26	\$36.96	\$38.99	\$41.02	\$43.06	\$45.09

7/1/2027 (2% increase)					
Grade	Start	Step 1	Step 2	Step 3	Step 4
BCSA – 23	\$32.56	\$34.35	\$36.15	\$37.94	\$39.73
BCSA – 24	\$34.19	\$36.07	\$37.95	\$39.84	\$41.72
BCSA – 25	\$35.90	\$37.88	\$39.85	\$41.83	\$43.80
BCSA – 26	\$37.69	\$39.77	\$41.84	\$43.92	\$45.99

Classification – Position Title	Grade
Supervisor – Engineering/Traffic	23
Supervisor – Fleet Services	23
Supervisor – Sewer	23
Supervisor – Streets	23
Supervisor – Water	23
Supervisor – WWTP Maintenance	23
Supervisor – WWTP Operations	23
Chief Operator – Verona	24
Downtown Maintenance Supervisor	24
Supervisor – WWTP Lab	24
Transit Maintenance Supervisor	24
Transit Operations Supervisor	24
DPW Operations Supervisor	25
Water Distribution Supervisor	25
Lab-IPP Group Supervisor	26
Maintenance Group Supervisor – WWTP	26
Operations Group Supervisor – WWTP	26