

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

CITY OF BATTLE CREEK

AND

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



EFFECTIVE JULY 1, 2024 THROUGH JUNE 30, 2027

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AGREEMENT

THIS AGREEMENT entered into as of this 1st day of July, 2024, by and between the CITY OF BATTLE CREEK, hereinafter referred to as the "City," and LOCAL 517M, UNIT 26 OF THE SERVICE EMPLOYEES INTERNATIONAL UNION, hereinafter referred to as the "Union." Any provisions in the City Employment Terms between the City of Battle Creek and the Union, collective bargaining agreements, letters of understanding, practices, and/or supplemental agreements that are not expressly reference in this Agreement or any addenda thereto and that are inconsistent with this Agreement or any addenda thereto, are null and void as of the effective date of this Agreement.

ARTICLE 1 - PURPOSE

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

Pursuant to Public Act 9 of 2011, the parties to this agreement are required to include the following language: An Emergency Manager appointed under the local government and school district fiscal accountability act may reject, modify, or terminate the collective bargaining agreement as provided in the local government and school district accountability act.

ARTICLE 2 – GENERAL

Section 2.1 Recognition

The City does hereby recognize the Union as a legion of professional employees dedicated to elevating the quality of life of our members and the communities we serve by delivering on our promise to provide safe, reliable services with exceptional value that make Battle Creek a desirable place to work, play and stay. The City does hereby recognize the Union as the sole and exclusive representative for the purpose of collective bargaining in respect to wages, hours and other terms and conditions of employment for the term of this Agreement for all full-time permanent and part-time permanent as defined, non-supervisory employees performing technical, clerical and professional duties for the City and who hold, the job classifications set forth in Appendix "A" and incorporated by this reference. Exceptions to the exclusive and automatic Union right of representation in this section 2.1 are as follows:

- a) Any employee that is employed on a temporary basis with funding from the federal government for the primary purpose of employment training or creating temporary employment shall not be covered by this Agreement, however, if the employee remains employed for more than six (6) months, they will, on the first day following such six (6) month period, automatically be covered by this Agreement and be treated on that date on the same basis as a new hire.
- b) The City has the right to hire temporary and/or seasonal employees to perform Bargaining Unit work. The City agrees that it will not make a series of seasonal hires or utilize temporary service contract personnel to avoid filling a permanent Bargaining Unit position provided for in the City budget or for the purpose of avoiding filling of a position on a permanent basis which would otherwise result in a position in the Union. It is expressly understood that Recreation activity positions (e.g., Recreation Leaders, Recreation Instructors, Program Supervisors, Life Guards, Sports Officials, etc.) are exempt from this provision.
- c) The language in subparagraph (b) above will not limit the City's right to hire seasonal or temporary employees to fill positions temporarily vacant as a result of a leave of absence, vacation, or similar reasons.
- d) The City will have the right to fill Bargaining Unit positions with part-time permanent employees. Part-time permanent employees are defined as regularly scheduled employees who work less than 1800 (one thousand eight hundred) hours in a calendar year. Part-time permanent employees who work more than 1800 hours in a calendar year shall be reclassified as permanent, full-time employees until such time as the number of hours worked is less than 1800 hours in a calendar year. Should a part-time employee work 960 (nine hundred sixty) hours during a calendar year, that employee shall return to part-time status at the start of the next calendar year. No permanent, full-time position will be eliminated in order to create 2 (two) or more part-time permanent positions.
- e) A temporary employee hired into a Bargaining Unit position as a part-time permanent or full-time employee shall receive no service or seniority credit for those hours worked as a temporary employee.
- f) The parties recognize the practice of using temporary or seasonal employees to assist ongoing work performed by Bargaining Unit members for special projects or to supplement the existing work force. Special projects are defined as projects of limited duration, generally not exceeding 1800 hours in a calendar year. The City will notify the Union in advance when it intends to undertake a special project with the details of the project and its expected duration. The City will notify the Union if a special project will exceed the 1800-hour time period and, at the Union's request, will meet and confer with the Union regarding the length of the special project.

g) The word "permanent" when used to describe employee status is used to distinguish full-time and part-time permanent employees from temporary and/or seasonal employees.

Section 2.2 Representation

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

Section 2.3 Union Activity on City Time

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

a) The City will allow the Union to place a ballot box, used for the general election of Union Officers, in the employee lounge on the third floor of City Hall for the Union's general election, which is held every two years on the odd year. The ballot box may remain in the employee lounge prior to 8 a.m. and from 5-5:30 p.m. on the day of the general election. The Union shall notify the City at least two (2) weeks in advance of the date of the election.

Section 2.4 Payroll Deduction for Union Dues

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

As of the date of this Agreement, mandatory dues deduction remains prohibited by Federal Law and Michigan PA 349. In the event that federal law permits and Michigan PA 349 is rescinded or is amended to restore the mandatory payment of union dues or service fees as a term/condition of employment, then the parties hereby mutually agree to the reinstatement of any/all Agency Fee mandatory dues/service fee provisions in effect the day prior to the effective date of Michigan PA 349.

Section 2.5 Indemnity Provision

The Union agrees to indemnify and save the City harmless from any and all claims, suits and all other forms of liability that may arise out of or by reason of the City's compliance with Sections 4 and 5 above.

Section 2.6 Management's Right

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

Section 2.7 Anti-Discrimination

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

Section 2.8 Special Conferences

Special conferences for important matters (not grievances) will be held between the Union President and the City Manager or their designated representative within ten (10) working days of such request of either party for such conference. Arrangements for such special conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. The members of the Union shall not lose time or pay nor shall they be paid overtime for time spent in such conferences.

Section 2.9 Regular, Part-time Permanent Benefits

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

Section 2.10 Union – Administrative Rights

- a) Facility.** The Union shall have the right to use the city's building facilities for meetings as long as the Union abides by the rules and regulations established by the City for the use of such facilities.
- b) Internal Communication.** The Union shall have the right to communicate with bargaining unit members through the use of the city internal communication method for notification purposes, provided the information communicated is not political in nature.
- c) New Bargaining Unit Members.** The City will allow the Union President or, if designated, the area steward an opportunity to meet with new Union members within thirty (30) days of the employee's hire. The purpose of the meeting is to familiarize the new employee with provisions of this Collective Bargaining Agreement and the parties' rights and responsibilities. The meeting may take place in an appropriate private location at the worksite agreeable to the City. The City will allow this meeting to occur during working hours without loss of time or pay, provided the Union representative gives notification and receives approval of the immediate supervisor outside the bargaining unit, the meeting does not interfere with the work assignment of the Union representative or the new employee, and the meeting does not exceed a maximum time period of 15 minutes.
- d) Remittance of Employee Information.** The City agrees to provide a quarterly transaction report to the Union in electronic form containing the following information for each employee in the Union: employees' name, street address, city, state, zip code, phone number, hire date, work location (department), job title, classification (grade, step), annual salary, seniority date, termination date, leaves of absence as an aggregate (S&A, FMLA, Military, Workers' Compensation).

ARTICLE 3 - GRIEVANCE PROCEDURE

Section 3.1 Definition of Grievance

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

Section 3.2 Grievance Procedure

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

Grievance Procedure First Step:

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

Grievance Procedure Second Step:

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

Grievance Procedure Third Step:

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

Grievance Procedure Fourth Step:

If the grievance remains unresolved at the conclusion of the Third Step, the Union shall have the right to submit such grievance to binding arbitration. Written notice for submission to arbitration must be made to the City within twenty-five (25) calendar days after receipt by the Union of the City's Third Step answer. If such decision cannot be reached within 10 work days, then arbitration is filed with AAA (American Arbitration Association).

The parties may mutually agree to use a particular arbitrator.

Arbitrator's Authority

The arbitrator shall have no authority to add to, subtract from, disregard, alter or modify the provisions of this Agreement. The arbitrator's authority is limited solely to the interpretation and application of the specific provisions contained within this agreement. However, nothing contained herein shall be construed to limit the authority of an arbitrator in their own judgment to sustain, reverse, or modify an alleged unjust discharge that may reach this stage of the grievance procedure. The decision of the arbitrator within the limits of their authority shall be final and binding on the Union, its members, the employee(s) involved and the City. The expenses and fees of the arbitrator shall be paid by the loser. In the event of a split decision, the arbitrator shall allocate such fees and expenses between the City and the Union. The parties shall bear individually, the cost of presenting their respective cases in arbitration and any arbitration filing fees.

Section 3.3 Time Limits

Time limits at any step of the grievance procedure may be extended only by mutual agreement in writing. In the event the City fails to reply to the grievance at any step of the grievance procedure within the specified time limit, the grievance shall advance to the next succeeding step of the grievance procedure. In the event the grievance is not appealed by the Union to the next succeeding step within the time limit provided for such appeal, such grievance shall be considered as having been withdrawn by the Union.

Section 3.4 Grievance Meetings

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

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

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

Section 3.5 Policy Grievance

Grievances on behalf of the entire Union shall be filed by the Union grievance committee and shall be processed starting with the Third Step of the grievance procedure, provided that the grievance is filed with the Human Resources Director within five (5) regularly scheduled work days after a member of the Union grievance committee has knowledge or reasonably should have knowledge of the event upon which the grievance is based, whichever occurs first.

Section 3.6 Definition of Regularly Scheduled Work Days

When used in this Agreement, the phrase "regularly scheduled work days" shall mean calendar days excluding Saturdays, Sundays and days celebrated as holidays under this Agreement.

ARTICLE 4 - DISCHARGE AND SUSPENSIONS

Section 4.1 Discharge and Suspension Cases

In the event an employee of the Bargaining Unit shall be suspended from work for disciplinary reasons or they are discharged from employment, and believe that just cause does not exist for the suspension or discharge, such suspension or discharge shall constitute a case arising under the grievance procedure, provided a written grievance is presented to the Human Resources Director within five (5) regularly scheduled work days after discharge or within ten (10) regularly scheduled work days after the start of a suspension. Such grievance shall be processed starting at the Third Step of the grievance procedure. Copies of the notice of discharge or suspension shall be furnished to the employee and the Union.

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

Section 4.2 Reinstatement

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

Section 4.3 Discipline Limit

The City when making a discipline decision shall not consider discipline that is greater than twenty-four months old, provided there have been no further infractions of a similar nature during that twenty-four month period, increasing the time of consideration.

An employee may request to the Human Resources Department remove and destroy all written letters of reprimand and correspondence after twelve (12) months based on demonstrated reasons. After 24 months, if there have been no more infractions and the employee requests it, the discipline shall be removed.

ARTICLE 5 - SERVICE AND SENIORITY

Section 5.1 Definition of Service

Service shall be defined as an employee's length of continuous service with the City since their last hiring date. "LAST HIRING DATE" shall mean the date upon which an employee first reported to work at the direction of the City as an employee, since which 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, vacations, suspensions, or military time off unless otherwise specified in this contract. As noted in Article II, Section 2.1, temporary employees receive no service credit for hours worked as a temporary or seasonal employee.

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

Section 5.2 Definition of Seniority

Seniority shall be defined as an employee's length of continuous service with the City as a full-time or part-time, permanent employee with a job classification or job classifications covered by this Agreement. No time shall be deducted from an employee's seniority due to absences occasioned by authorized leaves of absence, vacations, suspensions, military time or layoffs, except as hereinafter provided.

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

Section 5.3 Seniority Lists

The City will maintain an up-to-date seniority list. The names of all employees who have completed their probationary periods shall be listed on the seniority list entry starting with the senior employee at the top of the list and showing name, job title, date of entry into the bargaining unit and date of hire. Two (2) copies of the seniority list will be mailed to the Unit President every three (3) months. If two (2) or more employees have the same date of entry into the bargaining unit, their names shall appear on the seniority list alphabetically by the first letter or letters of their last name. If two (2) or more employees have the same last name, the same procedure shall be followed with respect to their first names. The seniority list will be posted on appropriate bulletin boards.

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

Section 5.4 Termination of Seniority

An employee's seniority shall be terminated:

- a) If the employee quits or retires.
- b) If the employee is discharged and the discharge is not reversed through the grievance procedure set forth in this Agreement.
- c) If the employee is absent for three (3) consecutive regularly scheduled working days without notifying 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. After such absence, the City will send written notification to the employee at their last known address that they have lost their seniority and that their employment is terminated. The employee has the right to file a grievance.
- d) An employee who has been or in the future is promoted from the Union to a supervisory position or other job with the City shall retain the seniority they had acquired as of the time of such promotion and shall continue to accumulate seniority for a period of six (6) months. If such employee is removed from their supervisory or other job with the City for any reason other than discharge for reasons considered valid under this Agreement during the first year in the new position, such employee shall be allowed to return to a job within the Union in line with their seniority (during the first six (6) months they shall be allowed to return to their former job, if it still exists). If they remain in such supervisory or other non-bargaining unit job for a period in excess of one (1) year, they shall cease to have any seniority in the Union.
- e) If, when recalled to work following a layoff, the employee fails to notify the City within seven (7) calendar days of their intention to return to work or fails to actually return to work within fifteen (15) calendar days after a written notice by certified mail of such recall is sent to their last known address on record with the City.
- f) If the employee accepts employment elsewhere while on a leave of absence or does not return to work immediately following the expiration of a leave of absence unless, in the latter case, they present evidence satisfactory to the Human Resources Director that it was impossible for them to return to work at the expiration of such leave.
- g) When the employee has been laid off for lack of work for a continuous period of time in excess of twenty-four (24) consecutive months.

Section 5.5 Probationary Period

All new bargaining unit employees shall be probationary employees until they have completed six (6) 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 or part-time permanent 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 the relative length of service. During the probationary period the employee shall not be assigned acting up or other temporary duties in another classification. At the conclusion of the probationary period the employee's name shall be added to the seniority list as of their last hiring date.

- a) Upon notification to the Union President and affected employee, any probationary employee in a Technical/Professional classification may have their probationary period extended by an additional six (6) months.
- b) The City may extend the probationary period for employees in a Clerical classification an additional thirty (30) days. The City must give the union two weeks' advance notice of the extension.

Section 5.6 Layoff and Recall.

If the City determines that it is necessary to discontinue a job classification or reduce the number of employees in a job classification in a Division, layoff of employees will proceed as follows:

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

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

If a clerical employee is unable to exercise their seniority to another Division within their job classification, and the only available position(s) within their Division would result in either a loss of pay greater than twenty (20) cents per hour or a change in status from full-time to part-time permanent, the employee may exercise their seniority to displace one of the two least senior clerical employees in the bargaining unit which will minimize the loss of pay. In such cases, the employee must, in the judgment of the City, have the ability to satisfactorily perform all of the duties of the position with the benefit of a training period that will not exceed fifteen (15) regularly scheduled working days.

- b) **TECHNICAL/PROFESSIONAL:** Employees laid off from a technical/professional job classification must first exercise their seniority to another technical/professional job classification with an equal or lower wage scale within their Division or to another Division within their job classification. If an employee changes Divisions or job classification during a layoff, they shall displace the employee with the least amount of seniority in the classification and Division they will be occupying. If a position is not available within their Division or classification that the employee has the present ability to satisfactorily perform and/or the seniority necessary to bump, then the employee must exercise their seniority to displace a less senior employee in a technical/professional position with an equal or lower wage scale. In any bumping situation, the employee must meet the minimum job qualifications and have the ability to satisfactorily perform all of the duties of the position with the benefit of a training period that will not exceed fifteen (15) regularly scheduled working days.
- c) **HYBRID POSITIONS:** All Hybrid positions, while classified as technical/professional, have the ability to exercise their seniority, pursuant to (a) above, in the event of a layoff if no technical/professional position is available for them to bump in to.
- d) **CLERICAL TO PROFESSIONAL/TECHNICAL:** Clerical employees who successfully bid into a technical/professional position may exercise their seniority in their previously held clerical classification in the event of a layoff if no technical/professional position is available to the affected employee. The ability to exercise seniority in the previously held clerical classification shall be limited to a period of eighteen months from the employee's date of placement in the technical/professional position.
- e) **RECALL:** Employees will be recalled to their former job classification and Division on the basis of seniority among employees in the job classification who have the present ability to perform the available work.

The City agrees to allow an employee who is laid-off from a classification to bid on vacancies in their classification, outside of the employee's former division, while the laid-off employee still has seniority under 5.4(g) of this Agreement.

- f) **SUPER SENIORITY:** Notwithstanding their position on the seniority list, the President, Vice President, Secretary, Treasurer, and Chief Steward shall, in the event of a layoff, be continued at work as long as there is a job which they can satisfactorily

perform with a break-in or training period of fifteen (15) regularly scheduled working days and shall be recalled to work in the event of a layoff on the first open job which they can satisfactorily perform with a break-in or training period of fifteen (15) regularly scheduled working days. Such officers must exercise their actual seniority to retain a position with the City until such time as it will not keep them at work before resorting to this super seniority and super seniority shall be exercised only to the extent necessary to retain a job with the City.

Section 5.7 Job Bidding

When it is necessary to fill a new, permanent job classification or a permanent vacancy in an existing job classification covered by this Agreement, such position shall be posted on the appropriate bulletin boards throughout the City's operations for a period of five (5) regularly scheduled work days during which time employees may bid for such position or vacancy by applying through the process established by the Human Resources Department. Such posting shall include a statement of the job requirement 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. The position will be awarded to the most qualified employee as defined in this Section.

- a) Clerical: When all factors are relatively equal among the most qualified employees, the position will be awarded based on seniority as follows:
 1. To the employee with the greatest amount of seniority working in the Division where the vacancy exists, or
 2. If no qualified employee is from the Division, to the employee with the greatest amount of seniority working in the bargaining unit.
- b) Technical/Professional: When all factors are relatively equal among the most qualified employees, the position will be awarded as follows:
 1. To the most qualified employee working in the Division, or
 2. If more than one employee works in the Division, and such qualified group includes a bargaining unit member, the position will be awarded to the most senior employee, or
 3. If none of the employees considered most qualified work in the Division, and such qualified group includes a bargaining unit member, the position will be awarded to the most senior employee.

c) For all Classifications:

1. In determining which employee is the most qualified for the position, the City may consider an employee's work experience, educational background, training and other matters, including test results that relate to the employee's ability and fitness to perform all of the duties and responsibilities of the position. The City's determination under this section shall prevail unless shown by a preponderance of the evidence to be erroneous.
2. If none of the applying employees are qualified for the opening, the job will be filled by the normal hiring process. If none of the employees who bid for the vacancy are found to be qualified, reasons for denial shall be given, in writing, to the employees upon request.
3. If an employee covered by this Agreement is granted a promotion, they shall be provided a three (3) month trial or probationary period for clerical positions and a six (6) month trial or probationary period for technical/professional positions to determine:
 - a. Their desire to remain on the job.
 - b. Their ability to perform the job as determined by the supervisor.
 - c. If the employee is unsatisfactory in the new position, notice and reasons shall be submitted to the employee, in writing, by the City. The employee may return to their previously held position.
4. If a filled position should become vacant before probation is complete, the position will not be reposted until all qualified employees, who placed a bid, have had an opportunity to accept or decline the position.
5. An employee may not bid for a job classification with an equal or lower maximum rate until they have served one (1) year in their presently held position.

Section 5.8 Salary Upon Promotion

When an employee is awarded a job to a higher classification, they shall be placed at a pay step in their new classification that will result in an annual pay increase of at least One Thousand Dollars (\$1,000).

Section 5.9 Placement of Disabled Employees

If an employee with seniority develops a permanent physical disability (certified to by a medical doctor, clinic or hospital) which renders the employee unable to satisfactorily meet the job performance requirement of their job classification, the City shall have the right to assign such employee to the first opening which occurs for which they are able

to fully meet the job performance requirements, at the job classification rate thereof. Such assignment shall be made without regard to the job bidding procedures set forth in this Agreement. Prior to making an assignment under this Section, the matter shall first be discussed with the Union's bargaining committee. If, before making such assignment, the City requires certification as to such disability from a medical doctor, clinic or hospital of its choosing, the cost of the medical examination shall be borne by the City. No employee who is placed in a job under this Section shall receive a weekly salary that, when combined with any continuing Workers' Compensation benefit, is less than the amount of Worker's Compensation benefits they would have received if they were not placed in a job under this section, but continued receiving Worker's Compensation benefits.

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

ARTICLE 6 – LEAVES OF ABSENCE

Section 6.1 Personal Leave

The City may grant a leave of absence without pay and without loss of seniority for personal reasons to an employee, provided they obtain advance written permission from the department head and the Director of Human Resources. Leave of absence granted under this section shall not exceed one (1) year. Employee shall retain seniority during personal leave, however will not accrue any paid time off. Extension of such time may only be granted on mutual agreement of the parties.

Section 6.2 Medical Leave

An employee who, because of illness, pregnancy or accident is physically unable to work 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 from a medical/osteopathic doctor of the necessity for the absence and continuation 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.

An employee shall retain seniority during approved medical leaves and shall continue to accrue paid time off.

Section 6.3 Military Field Training Leave

Leaves of absence shall be granted to employees who are active in the National Guard or a branch of the Armed Forces Reserve for the purpose of fulfilling their annual field training obligations, responding to civil disorders, and being called to active duty.

Applications for leaves of absence under this section must be made as soon as possible after the employee's receipt of their orders. The request for leave should be made to the Human Resources Director and shall include a copy 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 therefore and what they would have received from the City had they worked during such period. Such payments shall be limited in a calendar year to two (2) weeks for annual field training and a maximum of eight (8) weeks for civil disorders or call to active duty.

Section 6.4 Military Service Leave

An employee who enters the military service by draft or enlistment shall be granted a leave of absence for that purpose, and at the conclusion of such leave of absence shall be reinstated in accordance with all applicable provisions of the Selective Service and Training Act and any other applicable laws then effective. The employee must notify the Human Resources Department of their intent to enter military service and must supply the City with a copy of draft or enlistment orders.

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

Section 6.5 Jury Duty Leave

Employees shall be granted leaves of absence for required jury duty. Permanent employees shall receive that portion of their regular compensation which will, together with their jury pay or fees (excluding mileage), equal their total compensation for a period of up to forty-five (45) working days each calendar year. The time spent on jury duty shall not be counted as time worked in computing overtime. An employee excused from jury duty during regular working hours shall immediately report by telephone to their supervisor and unless otherwise instructed, return to work as quickly as possible.

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

Section 6.6 Witness Leave

An employee who is directed or required by any court to appear as a witness in a legal matter relating to their employment with the City, or as an eyewitness in a criminal matter shall be paid for time necessarily lost from scheduled work 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. Employees shall notify the City Attorney's office of any subpoena or order from a party other than the City, directing an employee to appear as a witness in a legal matter relating to their employment with the City.

- a) It is understood and agreed that all witness fees received by the employee will be deducted from the total pay computed in the above manner.
- b) The City has no obligation to pay an employee while that employee appears as a witness in an administrative hearing unless the employee is ordered to appear at such hearing by the City.

Section 6.7 Bereavement Leave

Employees shall receive the amount of pay they would have received on a regular straight-time basis for each day necessarily lost from regularly scheduled work day 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/Partner's Grandparent

Section 6.8 Union Leave

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

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

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

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

Requests for leave will not be unreasonably denied.

ARTICLE 7 - HOURS OF WORK

Section 7.1 Hours

The normal work week shall consist of forty (40) hours, and the normal work day shall consist of eight (8) hours. However, nothing contained herein shall be construed to constitute a guarantee of eight (8) hours of work or pay per day or forty (40) hours of work or pay per week. Additionally, alternate work weeks of four (4) ten (10) hour work days may be scheduled provided the Union has been notified at least one (1) month in advance.

- a) For the purpose of pay calculations, the work week shall begin at midnight Saturday night and the day shall be the calendar day. However, any work day that starts work prior to midnight and continues until after midnight shall be considered as having been worked in its entirety on the date which the day ended, during the calendar week.
- b) It is understood and agreed that any docking of time, or payment for time worked over and above eight hours in a day, shall be in increments of one quarter ($\frac{1}{4}$, or 15 minutes) of an hour.
- c) Employees shall be paid on a bi-weekly basis.

Section 7.2 Lunch and Break Periods

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

- a) Employees will be allowed a one (1) hour lunch break without pay at or near the midpoint of the scheduled day. The lunch break may be reduced for a specified period should such action be in the best interest of the City and be approved in writing by the department head and Human Resources.
- b) Employees shall be entitled to a fifteen (15) minute break period at or near the midpoint of the first half of their work day and a fifteen (15) minute break period at or near the midpoint of the second half of their day.
- c) It is understood and agreed that the timing of such breaks may vary depending upon the nature of the work being performed by the employee at the time, it being recognized that under certain conditions it will be impossible for employees to take a break period until the urgent aspect of the job then being performed has been completed. It is also understood and agreed that City vehicles are not to be used for purposes of traveling to or from any location for coffee breaks, except as specifically authorized by the employee's supervisor.

Section 7.3 Overtime

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

- a) Due to the emergency nature of the overtime work required of some employees, the above two (2) hour notice provision will not apply in emergency situations. In those situations, employees will be expected to perform the overtime work.
- b) If it is established that an employee was improperly bypassed for overtime, the employee shall be paid two (2) hours at the employee's straight time rate and be placed at the top of the overtime list for the next available overtime assignment. If the employee is bypassed a second consecutive time after their has been placed on the top of the overtime list, the employee will receive the amount of pay their would have received had the employee worked the overtime assignment. This section shall constitute the exclusive remedy for employees improperly bypassed for overtime assignments.
- c) If a supervisor performs work in an overtime or call out situation, the qualified employee will be paid according to those contract provisions contained in this agreement.

Section 7.4 Change in Shift Hours

In the event an employee receives two (2) or more hours' notice that their work shift hours are to be temporarily changed because of emergency or unusual conditions, the employee shall be required to report to work on the new shift hours and shall be paid at their straight time earnings. In the event it becomes necessary to notify an employee, with less than two (2) hours' notice, that their shift hours are to be temporarily changed because of emergency or unusual conditions, the employee shall be required to report to work on the shift but shall be paid at time and one-half their regular hourly rate of pay for the first day of the new hours.

ARTICLE 8 - WAGES

Section 8.1 Wage Schedule

Job classifications covered by this Agreement are set forth in Appendix "A" and the rates of pay are set forth in Appendix "B". Appendices are attached hereto and by this reference made a part hereof.

Section 8.2 Overtime Pay

Time and one-half (1-1/2) the employee's regular hourly rate of pay will be paid for all approved time necessarily spent on the job in excess of an employee's regular scheduled hours or forty (40) hours per week. Only hours actually worked, not hours paid, count towards determining an employee's eligibility for overtime. However, it is understood and agreed that when an employee, as a result of regular shift rotations, is scheduled and works two shifts on the same day which are not consecutive shifts, the employee will not receive overtime for the second shift. There shall be no pyramiding of overtime hours.

In lieu of receiving overtime compensation, employees shall have the option to exchange such time paid for compensatory time (CT) at the rate of time and one-half the actual time worked. Compensatory time is subject to the following conditions:

- a) The CT option must be declared by the employee within the pay period worked.
- b) Employees are allowed a maximum eighty (80) hours CT bank accrual; such bank may be carried over from year to year.
- c) CT must be used in minimum one-quarter (1/4) of an hour increments.
- d) Any use of compensatory time will be charged and deducted from the employee's CT bank.
- e) Employees must give reasonable notice of a request to use CT. Such request shall not be unreasonably denied.

- f) Unused compensatory time shall be paid upon an employee's separation, retirement or death. Payment shall be made at the rate of pay in effect at the time of retirement, separation or death.
- g) An employee may cash in up to forty (40) hours of comp time per year at the employees' rate of pay at the time such comp time is cashed-in provided that, if after a review by the Revenue Services Director and their department head, funds are available for such payment. The City may require up to fourteen (14) days advance notice prior to payment of such time. The department head's decision is not subject to the grievance procedure.

Section 8.3 Shift Premium

The City will grant a shift premium of fifty cents (\$.50) per hour to all employees who are regularly scheduled to work second shift and seventy-five (\$.75) cents per hour to all employees who are regularly scheduled to work third shift. Shifts shall be determined by management.

Section 8.4 Pay During Temporary Transfer

The City shall have the right to temporarily transfer non-probationary employees, irrespective of their seniority status, from one job classification to another to cover for employees who are absent from work due to illness, accident, vacation, or leaves of absence for the period of such absence. It is understood and agreed that any employee temporarily transferred in accordance with the provisions of this Section shall not acquire any permanent title or right to the job to which he is temporarily transferred. Employees temporarily transferred by the City for the convenience of the City shall continue to receive their regular rate of pay or, if the period of temporary transfer is for a minimum period of four (4) hours in one week but recurring two (2) or more weeks, the rate of pay for the job to which they are transferred, as though they were permanently promoted to that position, whichever is greater.

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

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

Section 8.5 New or Altered Job Classifications

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

Section 8.6 Call in Pay

An employee who is called in to perform work at a time other than that for which they had previously been scheduled, shall be guaranteed a minimum of four (4) hours of work at the applicable hourly rate, or in the absence thereof, four (4) hours of pay at their classification rate at straight time. This provision does not apply to employees who were previously scheduled to start work prior to their regular starting time or who may be retained after their regular quitting time, nor shall it apply to employees who are called in for periods of less than four (4) hours prior to the start of their shift but who continue to work their regular shift.

Section 8.7 Direct Deposit

All employees must participate and make arrangements for direct deposit of their entire paycheck.

ARTICLE 9 – HOLIDAYS

Section 9.1 Holidays

All permanent employees shall be entitled to receive the following paid holidays:

New Year's Day	Labor Day
Martin Luther King Day	Veteran's Day
Presidents' 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).

- b) To qualify, 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.
- c) An employee who actually works on a scheduled holiday shall receive eight (8) hours pay at their regular straight time rate for such holiday and time and one-half for hours actually worked on such holidays.
- d) If a holiday occurs during an employee's scheduled vacation, the employee may be permitted to take an additional day of vacation.

ARTICLE 10 – Paid Time Off (PTO) Schedule

Section 10.1 Paid Time Off (PTO) Schedule

Paid Time Off (PTO) is intended to be used for vacation, sick days, and personal business. Except as otherwise provided by law or this contract, employees may not have unpaid time off until all PTO is exhausted. It is further understood, that PTO may not be waived in lieu of extra pay received from working during that period.

The amount of PTO is dependent upon an employee's length of service. Employees shall receive PTO in accordance with the following schedule:

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

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

Employees shall be given credit for hours lost from work due to Workers' Comp injuries (maximum of 300 hours). However, employees on Workers' Disability Compensation shall not be allowed to take PTO.

Section 10.2 PTO Scheduling and Maximum Carry Over

PTO shall be granted at such time during the year as is suitable, considering both the wishes of the employee and the efficient operation of the department concerned. Except as provided in this paragraph, PTO must be taken or forfeited and not be cumulative from year to year. An employee may carry over 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.

Section 10.3 Termination of Employment

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

ARTICLE 11 – INSURANCE

Section 11.1 Health Insurance

The City shall provide each full-time employee the option of selecting one of the following health care 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.
- e) The City will allow employees the opportunity to opt out of health care coverage, provided the employee provides proof of other credible coverage at open enrollment. Employees who opt out of coverage would receive a payment of \$200 per month.

Employees can opt back in at the next open enrollment or if there is a qualifying event under COBRA and the employee loses their other coverage.

- f) 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) days, the 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 Sickness & Accident benefits or Workers' Disability Compensation benefits shall receive insurance benefits paid by the City for the period of time they are compensated pursuant to those benefits or twelve (12) months, whichever occurs first.
- g) The City agrees to offer employees the opportunity to renew their health insurance coverage each calendar year.

Retiree Health Insurance: For employees hired on or before June 30, 2011 and who retire on or after September 1, 2001, with a benefit immediately 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 \$200.00 per month.

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

Employee: \$120.00 Dependent: \$80.00

Employees retiring prior to September 1, 2001, shall be subject to the retirement benefit in effect at the time of their retirement.

For all employees hired after 9/7/99, upon retirement, in order to receive full \$200.00 per month for 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.). Years of service requirement shall be waived in cases of Medical Disability Retirement.

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

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

Section 11.2 Dental Insurance

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

Deductible: no deductible on Diagnostic, Preventive or Emergency Palliative, x-rays (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 11.3 Life Insurance

The City agrees to pay the premium for term life insurance, with an accidental death and dismemberment rider, for each eligible employee. The amount of insurance shall equal 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 11.4 Conditions of Insurance Coverage

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

Section 11.5 Retirement Health Savings Plan

The Bargaining Unit has decided to participate in a retirement health savings plan (RHSP). Participation in the plan is mandatory for all bargaining unit members. All employees will be required to make a 1% contribution of compensation into the RHSP. Further details of this plan will be set forth in the plan document which can be received in the Human Resources Department.

ARTICLE 12 - SICK PLAN

Section 12.1 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 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 working 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, unrestrictive work with the City for at least six (6) months.

ARTICLE 13 - EDUCATIONAL INCENTIVE

Section 13.1 Educational Incentive Schedule

The City recognizes that employees who continually upgrade their education are better able to understand and serve the community in which they work. To this end, the City hereby agrees to pay permanent, full-time employees who have completed accredited courses in job-related curriculum in the amounts as set forth below. All courses must be certified by an accredited college before payment is made and a passing score for the course ("C or above") must be received. The Human Resources Director or their designee will define job-related areas. Proof of completion of courses rests with the employee and must be presented in the Human Resources Office for payment.

Payments shall be made in the first pay period of June each calendar year, according to the following schedule:

- a) Seventy-five Dollars (\$75.00) for completion of a one semester certification program, usually 15 to 19 credit hours, in a job-related field.
- b) One hundred dollars (\$100.00) for completing the two (2) semester certification program in a job-related field or equivalent thirty (30) credit hours. Equivalency requirements to meet are a minimum of 21 credit hours in the respective job-related field and nine (9) credit hours in general courses.
- c) Two hundred dollars (\$200.00) for completion of an associate's 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 dollars (\$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 dollars (\$500.00) per year payment.

Section 13.2 Eligibility Requirements

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

ARTICLE 14 - LONGEVITY

Section 14.1 Longevity Pay

The City agrees to a longevity pay program whereby it pays to all eligible employees, hired before July 1, 2025, the amount as set forth below:

- a) To those full-time, permanent employees who, prior to December 1st of each year have completed seven (7) or more years of continuous service, the City will grant, on the payday following said December 1st of each year a longevity payment of \$500.
- b) To those full-time, permanent employees who, prior to December 1st of each year, have completed twelve (12) or more years of continuous service, the City will grant, on the payday following said December 1st of each year a longevity payment of \$800.
- c) To those full-time, permanent employees who, prior to December 1st of each year have completed twenty (20) or more years of continuous service, the City will grant, on the payday following said December 1st of each year a longevity payment of \$1,200.
- 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 with a retirement benefit immediately payable under Michigan's Employees' Retirement System, receive a pro-rata share of their annual longevity as of the effective date of retirement for the year in which they retire. The pro-rata share shall be equal to the number of completed months past their employment anniversary date and shall be payable on the last paycheck to the employee.
- 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 15 – PENSION PLAN

Section 15.1 Pension Plan

Union employees are members of the Michigan Employees Retirement System (MERS).

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

1. Employees retiring after December 19, 1995, are covered by Benefit Program B-4 (2.5% multiplier)
2. Employees retiring after January 1, 1994, are covered by Benefit Program FAC-3.
3. Pursuant to the provisions of the MERS, employees attain vested status in the pension system with ten years of credited service. An employee may retire with full benefits at age 60 with ten or more years of credited service. The City adopted Benefit Program F55 (25) which allows an employee to retire at age 55 with 25 or more years of credited service with full benefits. The pension system also allows an employee to retire at age 55 with fifteen or more years of credited service on a reduced allowance program, and also at age 50 with twenty-five or more years of credited service on a reduced allowance program.
4. Benefit Program E covered only those retirees who had been on the pension payroll for a full calendar year.

B. Employees hired on or after June 30, 2011, shall be covered by the following pension benefits:

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

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

a) B-4 Plan	July 1, 2024 7%
	July 1, 2025 7%
	July 1, 2026 7.5%
b) C-1 Plan	July 1, 2024 5%
	July 1, 2025 5%
	July 1, 2026 5.5%

- D. Questions regarding the specifics of the Benefit Program should be directed to the Human Resources Department.
- E. Final Average Compensation: The parties agree and understand that effective January 1, 2012, vacation pay-offs at termination of employment shall no longer be included in determining an employee's final average compensation.

Section 15.2 IMCA 457 Contribution

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

The City will match employee contributions to the Plan as follows:

- a) The City will contribute a 1:1 match up to 5%;
- b) All employees will be auto-enrolled at 1%;
- c) Employees reserve the right to discontinue enrollment and contributions at any time.

ARTICLE 16 - WORK STOPPAGE

Section 16.1 No Strike - No Lockout Pledge

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

Section 16.2 Discipline for Violation of No Strike Pledge

Any or all of the employees who engage in any activity prohibited in this Article shall be subject to discharge or other discipline as may be determined in the sole discretion of the City. Notwithstanding the above, any question concerning whether an employee actually engaged in such prohibited activity may be resolved under the grievance procedure, provided that a grievance is timely filed.

ARTICLE 17 – MISCELLANEOUS

Section 17.1 Rules and Regulations

It is understood that the City shall have the right to make such reasonable rules and regulations not in conflict with this Agreement as it may from time to time deem necessary for the purpose of maintaining discipline, order, efficient operations and service to the community. In the event the Union desires to challenge the reasonableness of any new rule or regulation, the matter shall be resolved under the grievance procedure, provided that a grievance is filed within ten (10) regularly scheduled working days after the Union has notice of the new rule or regulation.

Section 17.2 Subcontracting

Nothing contained in this Agreement shall be construed to prohibit the City from contracting or subcontracting any work normally performed by Unit employees which, in the City's judgment, it does not have the manpower, equipment, facilities or ability to perform or cannot perform on an efficient or economical basis with the existing work force. The City will give the Union a two (2) month written notice of any intent to subcontract work normally performed by Bargaining Unit members. If the City's decision will result in the elimination of positions covered by this Agreement, the City, upon written request, shall meet with the Union to negotiate the effects of the displacement on the affected employees.

Section 17.3 Safety Shoes/Glasses

For employees who are required by the City to wear safety shoes, as determined by the Chief Safety Officer/Human Resources, the City agrees to reimburse the employee up to \$150 with a verifiable receipt of purchase. Reimbursement will be made on a rolling-calendar year.

For employees who are required by the City to wear safety glasses, as determined by the Chief Safety Officer/Human Resources, the City will provide an allowance up to \$125 through the City's service provider for safety glasses. Allowance for safety glasses will be made on a rolling-calendar year.

Section 17.4 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 17.5 Entire Agreement

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make requests and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after exercise of that right and opportunity are set forth in this Agreement. The City and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waive the right and mutually agree that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered by this Agreement, or with respect to any subject or matter not specifically referred to or covered by this Agreement, even though such subject or matter may not have been known or contemplated by either or both parties at the time they negotiated or signed this Agreement.

Section 17.6 Savings Clause

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

Section 17.7 Training Pay

Where an employee is asked by a supervisor to train another employee, and such training directly relates to skills necessary to the performance of their job, and such training lasts at least one (1) hour, the employee providing such training shall receive a premium of one dollar (\$1.00) per hour for each hour actually spent on such training. The premium shall not apply to situations in which the time spent with another employee relates to acquainting that employee with procedures, office functions, the location of equipment and supplies, and other non-skills related matters.

Section 17.8 Code Compliance Natural Progression

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

Section 17.9 Beneficiary

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

ARTICLE 18 – DURATION

Section 18.1

This Agreement shall become effective as of the 1st day of July, 2024, and shall remain in full force and effect through the 30th day of June, 2027, and from year to year thereafter unless either party hereto serves a written notice upon the other at least sixty (60) days prior to the expiration of any subsequent automatic renewal period of its intention to amend, modify or terminate this Agreement.

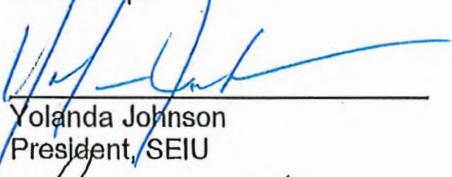
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year written above.

Date:

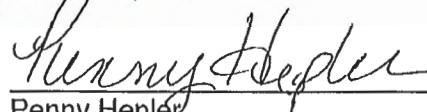
SEIU



Howard Gordon
Labor Rep.



Yolanda Johnson
President, SEIU



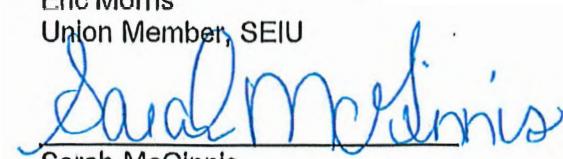
Penny Hepler
Vice President, SEIU



Stephanie Conners
Chief Steward, SEIU

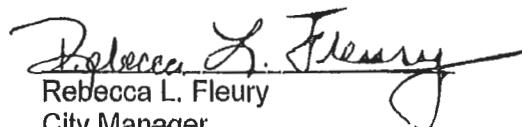


Eric Morris
Union Member, SEIU



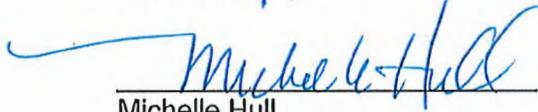
Sarah McGinnis
Union Member, SEIU

CITY OF BATTLE CREEK

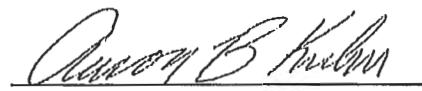


Rebecca L. Fleury
City Manager

Brandon Fournier
Labor Attorney



Michelle Hull
Human Resource Director



Aaron Kuhn
Revenue Services Director

Appendix A – Job Classifications

SEIU Position	Grade	SEIU Position	Grade
Accounting Clerk	14	Airport Admin. Coordinator	18
Accounts Payable Clerk	14	Civil Engineering Tech II	18
Accounts Receivable Clerk	14	Executive Assistant	18
Mail Clerk	14	Executive Assistant – DPW	18
Office Assistant - Legal	15	Inventory Specialist - Fleet	18
311 Information Center Specialist	15	Inventory Specialist – WWTP	18
AR/Office Clerk/CSR II	15	Operations Coordinator	18
Customer Service Rep II - Clerk	15	Permit Specialist	18
Customer Service Rep II – Code	15	Police Data Systems Coordinator	18
Customer Service Rep II – Comm. Svs.	15	Property/Inventory Specialist – PD	18
Customer Service Rep II – Fleet	15	Utility Billing Coordinator	18
Customer Service Rep II – PD/FOIA	15	Civil Engineering Tech III	19
Customer Service Rep II – Purchasing	15	Lead Grant Coordinator	19
Customer Service Rep II – Police	15	Network Computer Specialist	19
Customer Service Rep II – Streets	15	Recreation Technician I	19
Customer Service Rep II – Transit	15	Sr. Code Compliance/Zoning Official	19
Customer Service Rep II – Water	15	Cannabis Coordinator	20
Customer Service Rep II – WWTP	15	Engineering/Infrastructure Coordinator	20
Customer Service Rep II – UB	15	Environmental Program Coordinator	20
Police Records Technician	15	GIS Analyst	20
Animal Control Officer	16	Rehab Coordinator	20
Code Compliance Official	16	Surveyor I	20
GIS Technician	16	Senior Buyer	21
Housing Intake Specialist	16	Staff Accountant	21
Income Tax Auditor	16	Engineering Project Manager	22
Permit Technician	16	Mobility Manager	22
Utility Billing Clerk	16	Planner	22
Compliance Official	16	Civil Engineer	23
Admin. Asst. – PD Edu. & Training	17	Planning & Zoning Administrator	23
Administrative Asst. – Planning	17	Building Inspector	23
Community Development Specialist	17	Electrical Inspector	23
Construction Specialist	17	Mechanical Inspector	23
GIS Specialist	17	Plumbing Inspector	23
Lab Tech II	17	Building Official	24
Lab Tech II – Part Time	17	Civil Engineer I	24
Police Records Specialist	17	Engineering Project Coordinator	24
Records/Election Clerk	17	Engineering Project Manager I	24
Service Desk Technician	17	Civil Engineer II	26
Senior Code Compliance Official	17		

Appendix B – SEIU Wage Scale

Grade	MIN	ST1	ST2	ST3	ST4	ST5	MAX
14	\$19.25	\$20.37	\$21.49	\$22.62	\$23.73	\$24.86	\$25.98
15	\$20.21	\$21.39	\$22.57	\$23.75	\$24.92	\$26.10	\$27.28
16	\$21.22	\$22.46	\$23.70	\$24.93	\$26.17	\$27.41	\$28.64
17	\$22.29	\$23.58	\$24.88	\$26.18	\$27.48	\$28.78	\$30.07
18	\$23.40	\$24.76	\$26.13	\$27.49	\$28.85	\$30.21	\$31.58
19	\$24.57	\$26.00	\$27.43	\$28.86	\$30.29	\$31.73	\$33.16
20	\$25.80	\$27.30	\$28.80	\$30.31	\$31.81	\$33.31	\$34.81
21	\$27.09	\$28.67	\$30.24	\$31.82	\$33.40	\$34.98	\$36.56
22	\$28.44	\$30.10	\$31.76	\$33.41	\$35.07	\$36.73	\$38.38
23	\$29.86	\$31.60	\$33.35	\$35.08	\$36.82	\$38.56	\$40.30
24	\$31.36	\$33.18	\$35.01	\$36.84	\$38.66	\$40.49	\$42.32
26	\$34.57	\$36.59	\$38.60	\$40.61	\$42.63	\$44.64	\$46.65

Step increases are effective July 1st of each year.

Employees reaching max in grade will receive a 3% off-schedule lump sum payment.