

AGREEMENT

BETWEEN

THE CITY OF ESCANABA

AND



**GENERAL TEAMSTERS
LOCAL UNION NO. 406**

PUBLIC SAFETY OFFICERS UNIT

EFFECTIVE

JULY 1, 2023

THROUGH

JUNE 30, 2026

CITY OF ESCANABA – PUBLIC SAFETY OFFICERS UNIT

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AGREEMENT

THIS AGREEMENT, made and entered into on July 1, 2023 by and between the **CITY OF ESCANABA**, hereinafter referred to as the "Employer" and **GENERAL TEAMSTERS LOCAL UNION NO. 406** representing the members of the Escanaba Public Safety Department's Public Safety Officer Unit, hereinafter referred to as the "Union". For Purposes of defining the Public Safety Officer Unit, members shall be defined as those members with a rank of Public Safety Officer or Detective. The term "Bargaining Unit", as used herein, shall refer to the Public Safety Officer Unit.

PURPOSE AND INTENT

The parties recognize that the interest of the community and the job security of the employees depend upon the Employer's success in establishing a proper service to the community. To these ends, the Employer and the Union encourage to the fullest degree, friendly and cooperative relations between their respective representatives at all levels and among all employees.

ARTICLE I **RECOGNITION, SECURITY AND UNION DEDUCTIONS**

SECTION 1. The Employer recognizes and acknowledges that the Union is the exclusive representative in collective bargaining with the Employer of those classifications of employees covered by this agreement and listed in the attached Addendum No. 1.

- A. Pursuant to and in accordance with all applicable provisions of Act 336 of the Public Acts of 1947, (known as the Hutchinson Act), as amended, the Employer does hereby recognize the Union as the exclusive representative for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment for the term of this agreement for all employees of the Employer included in the bargaining units described above.

SECTION 2. Membership in the Union is not compulsory. Regular employees have the right to join, not join, maintain, or drop their membership in the Union as they see fit. Neither party shall exert any pressure on or discriminate against an employee in regard to such matters.

- A. Any permanent employee who is not a Union member and who does not make application for membership, shall, as a condition of employment, pay to the Union an amount equal to the Union's regular initiation fee and a monthly service charge in an amount equal to the monthly dues and assessments uniformly applied to the members as a contribution toward the administration of this Agreement. Permanent employees who fail to comply with this requirement on the thirty-first (31st) day following the effective date of this Agreement, or on the thirty-first (31st) day following the beginning of their permanent employment, whichever occurs first, thereby indicate that they no longer desire employment with the City and will henceforth be separated from the City service.

SECTION 3. If any provision of the Article is invalid under Federal Law or the laws of the State of Michigan, such provision shall be modified to comply with the requirements of Federal or State Law or shall be renegotiated for the purpose of adequate replacement.

SECTION 4. During the period of time covered by this Agreement, the Employer agrees to deduct from the pay of any employee all dues and/or initiation fees of the Union and pay such amount deducted to said Union provided, however, that the union presents to the Employer authorization signed by such employee, allowing such deductions and payments to the Union.

ARTICLE II
SICK LEAVE, LEAVE OF ABSENCE, EMERGENCY LEAVE, MILITARY LEAVE

SICK LEAVE:

- A. For employees hired prior to 9/1/2014, sick leave will accrue for all full-time employees at a rate of 8 hours per month, to an unlimited amount. An employee shall be credited for accrued sick leave on the first day of each month following the date of commencement of employment.
- B. It shall be the responsibility of the Employer to maintain the sick leave records and it shall be the responsibility of each employee to verify their records and notify the City if a discrepancy is noted.
- C. Employees retiring from service under the provisions of Act 345 will be paid for sick time under the following formula:

All unused sick leave accumulated over and above 520 hours shall be paid up to one-half of such amount at the employee's hourly rate at last day worked, not to exceed \$1,800.00.
- D. Each Department Head will be responsible for approving sick leave, and he or she may do so only for valid reason and after an employee informs him of his or her intention not to report to work. Each employee shall be responsible to notify the officer in charge at the time of such notification of such employee's intention not to report to work, unless such employee is hospitalized or otherwise unable to tender such notification. Written verification of illness by a physician shall constitute sufficient showing of valid reason for absence due to illness; however, the lack of such verification shall not, in and of itself, be evidence of abuse of sick leave.
- E. The Department Head responsible for approving sick leave may require a doctor's examination for the employee requesting the sick leave and if the illness is verified by the doctor, the City will assume the cost of the physical. If the doctor judges the employee to be fit for duty, the employee will report for duty or be taken off sick leave.

BEREAVEMENT LEAVE:

- A. Bereavement leave will be granted to employees in the event of a death in the immediate family, the immediate family being defined as follows: spouse, mother and father of spouse, mother and father of employee, children of employee, brothers and sisters of employee, brothers-in-law and sisters-in-law of employee, grandmother and grandfather of employee, stepmother and stepfather of employee, stepchildren of the employee, sons-in-law and daughters-in-law, and grandchildren of the employee. Bereavement leave granted in the event of a death

in the immediate family shall not to exceed four (4) days for any one death and must be utilized within two (2) weeks of the date of death. Accrued paid leave may be used to supplement funeral leave in the event an employee requires additional time off for bereavement, excluding sick leave. In unique circumstances of a qualifying death, employees may seek permission from the City Manager to structure funeral leave in a different manner.

- B. Funeral leave shall not be deducted from sick leave and shall be paid at the employee's regular rate.

PERSONAL LEAVE:

- A. Each employee hired prior to 9/1/2014 will be granted twelve (12) hours personal leave per fiscal year which can be accumulated to forty-eight 48 hours. Advance notice of twelve (12) hours prior to the date requested shall be given and requests cannot be denied for arbitrary or capricious reasons or if it would create overtime. In the event that no personnel voluntarily fill a vacant shift created through use of personal leave, the department shall have the right to "order in" an eligible employee who has the least amount of seniority. Only one officer per platoon may be on personal leave at any one time. Unused personal leave time will be paid off at the time of separation or retirement and calculated into the final average compensation.
- B. Employees off on Personal Leave will not be ordered in for overtime (as described in Article IX, Section 1) twelve (12) hours prior to, and twelve (12) hours following their Personal Leave, except in the event of an Emergency as determined by the Public Safety Director, with such determination left to the Director's sole discretion.

LEAVE OF ABSENCE:

- A. Leave of absence may be obtained with the written permission of the City Manager for a period not to exceed one (1) year. The City Manager shall be the sole determiner for the necessity of the request for a leave of absence and his or her decision will be based on the value of the employee to the City, departmental needs and the purpose of the request.
- B. Limited leave or time off without pay may be granted by the Department Head, if such approval will not impair the efficiency of the department and providing such leave will not exceed forty-eight (48) working hours.

MILITARY LEAVE:

- A. Military leave shall be granted according to the applicable State and Federal Laws.
- B. National Guard Field Training will be paid as follows:

The City will pay the difference between the regular City rate based upon a standard forty-two (42) hour work week and the amount they receive from their National Guard Pay.

ARTICLE III SENIORITY

- A. Departmental seniority shall be defined, for the purpose of this Agreement, as credited service of the employee in the department. Bargaining unit seniority shall be defined, for purposes of this agreement, as credited service in the bargaining unit. Credited service shall mean continuous employment with the City (departmental seniority), and within the bargaining unit (bargaining unit seniority), beginning with the date and hour on which the employee began to work after last being hired, less deductions for leave of absence of unauthorized absences, plus paid sick time, plus the Armed Forces Service.

City employees entering the Escanaba Department of Public Safety shall have their prior City service granted to them for fringe benefits only.

Bargaining unit seniority shall be defined as credited service, as defined above, within the bargaining unit. Seniority begins at the time of entry into the bargaining unit. Employees promoted or appointed to a position within the department outside of the bargaining unit shall retain their bargaining unit seniority, but shall not accrue bargaining unit seniority while holding a position outside of the bargaining unit.

- B. New employees will be considered probationary employees for a period of not less than one (1) year from the date of permanent employment. An employee may be terminated at any time during the trial service period by the appointing authority without the right of appeal or a hearing.
- C. An employee's probation may be extended for another (consecutive) period of up to one (1) year and in such cases, the provisions of paragraphs (A) and (B) above will apply throughout this extended period. Any employee who has their probationary status extended through this paragraph will receive notice of the extension in-writing, prior to their 365th day of service to the employer. The notice should include a short summation of why the employer is extending the employee's probationary status and for how long. A courtesy copy of the probationary extension notice will be provided to the Teamsters Union.
- D. Employees laid off without misconduct on their part and who make a request, in writing, within two (2) years after separation from service, shall have their names placed on either, or both, a general reemployment or departmental reemployment list, depending upon request.

The rank of such employee on the list shall be determined by a combined rating, giving equal consideration to efficiency as demonstrated on the job and the length of service with the City.

The eligibility of all candidates on reemployment lists shall expire two (2) years from the date of their separation from the service.

- E. Seniority shall be on a bargaining unit basis. In the event of layoff, the last employee laid off shall be the first employee recalled. Any Command Unit employee laid off shall have the right to re-enter the PSO Unit as a sworn officer, assuming that the laid off employee has more credited service in the bargaining unit than any one sworn officer in the PSO Unit. The result being that the sworn officer with the least amount of credited service in the Public Safety Department would be laid off first.

- F. The Employer will post departmental, bargaining unit, officer seniority lists annually. PSO Unit sworn officers will have a separate seniority list from the Command Unit.
- G. An employee shall lose his or her seniority for the following reasons only:
1. He or she quits.
 2. He or she is discharged and the discharge is not reversed through the procedure set forth in the Agreement.
 3. He or she is absent for three (3) consecutive working days without notifying the Employer. The Employer will send written notification to the employee at his or her last known address that he or she or she has lost his or her seniority and his or her employment has been terminated.

If the disposition made of any such case is not satisfactory, the matter may be referred to the grievance procedure.
 4. If he or she or she does not return to work when recalled from layoff, as set forth in the recall procedure.
- H. An employee who is injured while on duty shall continue to accumulate seniority during his or her absence due to such injury, and shall be reinstated upon recovery to his or her former position with full seniority rights, provided he or she or she is physically qualified to return to work.
- I. In selecting Public Safety Officers for promotion, the Union and the City agree that the following factors will be applied, considered and weighed:
- | | | |
|---------------------------|---|---|
| 1. Written Examination | - | 30 points (maximum) |
| 2. Oral Examination | - | 30 points (maximum) |
| 3. Service Rating | - | 30 points (maximum) |
| 4. Departmental Seniority | - | 10 points (maximum) one (1) point for each year of service up to ten (10) years |

After each testing process is completed, a promotional eligibility list shall be established ranking the tested employees in descending points order with the highest points total being #1. The promotional eligibility list shall be good for one (1) year from the date of the written test.

All employees shall be informed of the number of service points they have been given at least seventy-two (72) hours prior to taking the written portion of the promotional examination. A score of 70% or higher must be obtained on the written portion of the examination to be considered for promotion. For those employees placed on the promotional eligibility list, service points will be recalculated to the date the vacancy or date the new position was created.

An Oral Examination Board is hereby created, consisting of five (5) members, four (4) of whom shall be appointed by the Director of Public Safety and one (1) who shall be appointed by the Union.

The Director of Public Safety shall select the person to be promoted from among the three (3) people who have achieved the highest point total after the above enumerated factors have been applied.

Within five (5) work days of promotion being made, the Union shall have the absolute right to proceed to subparagraph (B) of Article IV, Grievance and Arbitration. The decision of the panel of arbitrators shall be final and binding on both parties with respect to promotions.

- J. Detective: A promotional exam for Detective (excluding UPSET) will be available to all Public Safety Officers with more than two (2) years of law enforcement experience.

Sergeant: A promotional exam for Uniform Sergeant and Detective Sergeant will be available to Command Unit Employees, all Public Safety Officers, and Detectives with more than two (2) years of experience in both police and fire fighter II.

No employee is eligible for promotion (excluding UPSET) until they have three (3) years of experience, as described in the paragraphs above.

- K. PSO Unit employees assigned to vacancies or new positions will be given a reasonable opportunity, not to exceed six (6) months, to demonstrate their qualifications and ability to fill such vacancies or positions. If the employee is unable to qualify for the new position, or he or she or she does not wish to continue in the position, he or she or she shall be returned to his or her original classification. The Employer will also make all reasonable efforts to return the employee to their original platoon. Should the Employer's reasonable efforts fail to return the employee to their original platoon, if the employee came off days, they will be returned to a dayshift platoon. If the employee came off nights, they will be returned to a nightshift platoon.
- L. From time to time, temporary jobs or special assignment details may arise. A special assignment detail is not considered a promotion (i.e., UPSET, School Resource Officer, and Canine Officer) and is not permanent. In the case of Public Safety Officer selection to fill the position of special assignment details, the following protocol will be followed.
1. The special assignment position will be posted on the scheduling bulletin board for no less than fourteen (14) days. The posting should generally describe the responsibilities and duties involved with the position.
 2. During the fourteen (14) day posting period, the department will accept letters of interest from interested Public Safety Officers.
 3. All Public Safety Officers who submit letters of interest will be interviewed for the position by an interview committee consisting of three (3) members, two (2) of whom shall be appointed by the Director of Public Safety and one (1) who shall be appointed by the Union.
 4. The Director of Public Safety may select the person to be assigned from among the applicant pool. The decision of the Director is made at their sole discretion and the decision itself is not a proper subject for the Grievance and Arbitration Procedure contained in Article IV.
 5. In addition to promotions, paragraph K also applies to special assignments.

ARTICLE IV
GRIEVANCE AND ARBITRATION

A. Grievances within the meaning of the grievance procedure and of this arbitration clause shall consist only of disputes about the interpretation or application of particular clauses of this Agreement. Neither party shall be obligated to negotiate on any grievance.

STEP 1. Any employee who believes he or she has suffered a grievance shall, within eight (8) calendar days thereafter, with his or her steward, discuss the matter with the Director or Captain in an attempt to arrive at a satisfactory settlement. The Director or Captain shall make his or her decision and, within eight (8) calendar days thereafter, advise the employee of said decision.

STEP 2. If no satisfactory settlement is reached at Step 1, the grievance shall be reduced to writing, and shall be presented by the steward to the Director or Captain within seventeen (17) calendar days after receipt of the Department's Step One decision. If no agreement is reached by the parties, the Employer shall advise the Union and the aggrieved employee, in writing, as to the position of the Employer within seventeen (17) calendar days of having received the written grievance.

STEP 3. Within thirty (30) calendar days of the Employer advising the Union that the matter cannot be resolved as described above, either party shall have the right to request, in writing, binding arbitration. Either party may ask the Michigan Employment Relations Commission to submit a list of persons eligible to serve as arbitrators. If, within seventeen (17) calendar days from the receipt of the list, the parties have not agreed on a single arbitrator, such arbitrator shall be appointed by the Michigan Employment Relations Commission. In rendering a decision, the arbitrator will confine him or herself to the terms and conditions delineated in the Agreement. The rules of the Michigan Employment Relations Commission shall prevail in the proceedings.

B. The Grievant and the Steward of jurisdiction may attend the arbitration proceedings during their regular work hours without loss of pay. If however, the grievant has been terminated, the grievant shall not receive pay.

C. Each party will bear the expense of its representative. The expense of the arbitration shall be equally divided between the Union and the Employer. There shall be no suspension or refusal to handle work during the negotiations or arbitration.

D. Under no circumstances will services be stopped, slowed or otherwise impaired while said proceedings are underway.

E. By mutual agreement, mediation may be utilized as an intermediate step towards grievance resolution.

ARTICLE V
WAGE AND PAY PERIODS

- A. Annual increments shall take effect on the first day of each fiscal year. A bargaining unit member appointed, promoted or reinstated prior to the first day of January in any fiscal year shall be eligible to receive an increment on the first day of the next succeeding fiscal year.

No bargaining unit member shall receive an increment which would result in his or her receiving an annual salary in excess of the maximum of the salary grade to which his or her position is allocated.

- B. See Addendum #1 for Wage and Progression Schedule.

ARTICLE VI
HOLIDAYS

- A. Holiday Defined: Full holiday when used herein shall mean a full twenty-four (24) hours commencing at the start of the "day" shift of the holiday and ending at the end of the "night" shift of that same day. For example, the Thanksgiving holiday would start at 7:00 a.m. on Thanksgiving day and end a 7:00 a.m. on the day following.
- B. Conditions for Granting Pay on Holidays: Employees shall receive no pay for holidays unless they work their scheduled work days preceding and succeeding such holiday; providing however, that if either of these two days is vacation, PTO, sick leave, or an excused absence, it shall be accepted.

All employees shall be entitled to pay for holidays, subject to the conditions contained herein.

- C. The following holidays will be recognized:

New Year's Day	January 1
Washington's Birthday	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Thanksgiving Day	Fourth Thursday in November
Day Following Thanksgiving Day	
Christmas Eve	December 24
Christmas Day	December 25
Employee's Birthday	Individual Birthdays

Holidays will be celebrated on the days listed above, except as follows: The New Year holiday period for Public Safety Officers shall begin at 7:00 p.m. on December 31st and shall end at 7:00 p.m. on January 1st.

D. Employees working holidays will be compensated as follows:

1. Public Safety Officers working during regular shift: Pay at time and one half (1-1/2 x base hourly rate) for hours worked, plus twelve (12) hours of holiday pay for full holiday
2. Work "other" than during regular shift hours: Pay at double time and one-half (2-1/2 x base hourly rate), times the number of hours worked.
3. Public Safety Officers not scheduled to work on holiday: An employee not scheduled to work on a holiday shall receive either pay for Twelve (12) hours at the base hourly rate, or twelve (12) hours of compensatory time at the employee's option, but shall not be entitled to pay and compensatory time for the same holiday.
4. Public Safety Officers scheduled to work when there is sufficient manpower for the shift may request "holiday leave" which shall mean that the employee may be permitted to take the twelve (12) hour work day off for that scheduled day. This is at the direction of the shift supervisor.
5. When an employee's birthday falls on a paid holiday, the employee's paid birth holiday will be the first non-holiday immediately prior to the birthday.

ARTICLE VII **VACATIONS**

Article VIIA and VII C-E Applies to employees hired prior to 9/1/2014. Employees hired on or after 9/1/2014 should refer to Article VIII below.

- A. Vacation leave with pay will be granted to all permanent full-time employees who have completed one (1) year of City service; said vacation to be credited to the employee on each anniversary date of City employment.
- B. Vacation or PTO scheduling will incorporate three (3) annual scheduling periods. An employee will receive "guaranteed vacation or PTO" if dates are selected between November 1st and November 15th. Such dates must occur between the following January 1st and April 30th. "Non-guaranteed" vacation or PTO dates must be selected between November 16th and November 30th and must occur between the following January 1st and April 30th.

Guaranteed vacation or PTO dates can also be selected between March 1st and March 15th and must occur between the following May 1st and August 31st. Non-guaranteed vacation or PTO dates will also be selected between March 16th and March 31st and must occur between the following May 1st and August 31st.

Guaranteed vacation or PTO dates can also be selected between July 1st and July 15th and must occur between the following September 1st and December 31st. Non-guaranteed vacation or PTO dates will also be selected between July 16th and July 31st and must occur between the following September 1st and December 31st.

Guaranteed vacation or PTO dates will be allotted by departmental seniority. Non-guaranteed vacation or PTO will be allotted by departmental seniority, then on a "first come first serve" basis, when requested outside of the designated selection period.

Guaranteed vacation or PTO must be used on the dates selected. Non-guaranteed vacation or PTO may be cancelled by the employee or by the employer.

Employees may not block off more vacation or PTO than they will have earned on the dates requested.

All parties agree that vacation or PTO time will not be granted during the Fair week.

The department is not required to grant vacation or PTO requests for less than twelve (12) hours for non-detective employees. In all cases, except as provided for below, requests for a full twelve (12) hour shift will take precedence over requests for partial shifts regardless of seniority.

After a "partial shift" vacation or PTO becomes posted on a two (2) week schedule, it may be cancelled two or more weeks prior to its occurrence if any of the following take place:

1. Another employee takes a full shift vacation or PTO, comp or sick day.
2. Training is scheduled.

Within two weeks of the date of a partial shift vacation or PTO usage, said vacation or PTO shall not be cancelled for the above reasons.

C. Vacations with pay will be granted on the following schedule:

After ten (10) full years of service	144 hours
After thirteen (13) full years of service	168 hours
After eighteen (18) full years of service	208 hours
After twenty-three (23) full years of service	224 hours
After thirty (30) full years of service	240 hours

D. Employees terminating their City employment will be entitled to pay for the unused and accrued portion of their vacation leave to the last date of their employment. The last date of City employment is declared to be the last date on which an employee worked a full shift.

E. Employees may accrue vacation for a period not to exceed two (2) years vacation rights. If vacation is not used at that time, it will be lost to the employee. Additional vacation time may be accrued with special permission of the City Manager.

ARTICLE VIII
PAID TIME OFF (PTO)

APPLICABILITY: Employees hired on or after 9/1/2014 shall participate in the City's Paid Time Off (PTO) Plan.

TERMS: Employees participating in the PTO Plan shall receive annual paid leave pursuant to the below schedule. Leave shall be granted and available for use on one's hire date and on each subsequent anniversary date. Employees may carry forward unused PTO in an amount not to exceed four (4) times one's current annual allotment.

SCHEDULING: Certain departments have policies for scheduling vacations, in which case, PTO participants are expected to comply with any such policy. In all cases, employees must provide proper notification of time off in accordance with general City policies.

USES: PTO may be used for vacations, sickness, bereavement, and any other purpose for which an employee desires time away from work. Absolutely no PTO time will be granted (excluding emergency [i.e. sickness or bereavement]), while the probationary employee is still in the FTO program.

CLASSIFICATION OF TIME: PTO shall be considered time worked for purposes of insurance, retirement eligibility, and for purposes of seniority.

PTO AT SEPARATION: Employees shall be paid for up to three (3) years' allotment of their available PTO at separation at the rate of pay then in effect, except as provided for as follows: Employees who are discharged for "Cause" or who quit without giving at least one week notice, shall not be paid for unused PTO at separation from services.

PTO WILL BE GRANTED PURSUANT TO THE FOLLOWING SCHEDULE:

DATE GRANTED	HOURS
HIRE DATE	80
1 st – 3 rd Anniversary	96
4 th – 7 th Anniversary	136
8 th – 11 th Anniversary	176
12 th – 15 th Anniversary	200
16 th – 19 th Anniversary	240
20+ Anniversary	280

DEMAND TIME: Annually, on the employee's first anniversary date and each thereafter, twelve (12) hours of the PTO allotment will be designated as Demand Time, which may be carried over year to year up to a maximum bank of twenty-four (24) hours. Advance notice of twelve (12) hours prior to the date requested shall be given and requests cannot be denied for arbitrary or capricious reasons or if it would create overtime. If no personnel voluntarily fill a vacant shift created through use of Demand Time, the department shall have the right to "order in" an eligible employee who has the least amount of departmental seniority. Only one (1) officer per platoon may be on Demand Time at any one time. Demand Time must be used within two (2) years, or it will revert to normal PTO.

Employees off on Demand Time will not be ordered in for overtime (as described in Article IX, Section 1), twelve (12) hours prior to, and twelve (12) hours following their Demand Time, except in the event of an emergency as determined by the Public Safety Director, with such determination left to the Director's sole discretion.

LATERAL HIRING: Lateral hired employees with more than one (1) year but less than five (5) years of law enforcement experience will be started on the PTO award schedule at the beginning of the first (1st) year level. Lateral hired new employees with more than five (5) years of law enforcement experience will be started on the PTO award schedule at the beginning of the fourth (4th) year level. PTO anniversary credit moves forward from their original starting position, annually. The implementation of this language will begin for all existing incumbent employees at their next employment anniversary date after July 1, 2023.

ARTICLE IX

HOURS OF WORK, OVERTIME AND PREMIUM PAY

- A. The provisions of this Article are intended to provide a base for determining the number of hours of work for which an employee shall be entitled to be paid at overtime rates and shall not be construed as a guarantee to such employee of any specified number of hours of work, either per day or per week, or as limiting the right of the City to fix the number of hours of work (including overtime) either per day or per week for such employee.

The department shall post two (2) two-week schedules in such a manner that the current schedule shall be accompanied by the succeeding two-week schedule.

- B. The standard pay period for computing pay will begin at the start of the "day" shift Monday and will extend until the end of the "night" shift fourteen (14) days hence, averaging a forty-two (42) hour week, or eighty-four (84) hour pay period.

Employees who are scheduled for training will receive pay for all time spent in training and suitable travel time. Days off may be changed for employees who are scheduled for training. The days off must be rescheduled within two pay periods.

- C. Hourly employees working over twelve (12) hours in one day will be paid at a rate of time and one-half (1-1/2 x) of their regular hourly rate for the time worked over twelve (12) hours.

Public Safety Officers and Detectives working in excess of seven (7) days and eighty-four (84) hours during a standard pay period of two (2) weeks, will be paid at a rate of time and one-half (1-1/2 x) of their regular hourly rates.

- D. The hours of work and specific shift assignment will be determined by the Department Head and any overtime shall be assigned as equally as possible.

Unscheduled emergency overtime may be called out using either voice call or SMS text message technology and will be assigned on a first come, first served basis.

- E. Shift differential pay shall be as set forth in Addendum I Wage Schedule.

- F. A minimum of three (3) hours at time and one-half (1-1/2 x) shall be paid an employee who is called back to duty after having been released from the regular day's work or on days other than his or her scheduled work days. An employee called to duty shall be considered as being on duty for the full three (3) hours and another call within this three (3) hour period shall not entitle the employee to extra consideration beyond the time and one-half for actual time worked in excess of such three (3) hours.

An employee called out any time within three (3) hours of the start of his or her regularly scheduled shift shall receive pay at time and one-half (1-1/2 x) his or her base hourly rate for actual time worked.

- G. Employees not scheduled to work on the day upon which a holiday falls will be paid a minimum of three (3) hours at the holiday rate for responding to calls. An employee scheduled to work on the day upon which a holiday falls, who is excused by reason of it being a holiday, shall be paid a minimum of three (3) hours at time and one-half (1-1/2x) for responding to calls during the regularly scheduled hours from which he or she was excused. A minimum of three (3) hours at the holiday rate shall be paid such employee for responding to calls before or after his or her regularly scheduled hours.
- H. Subject to the approval of the Director of Public Safety or his or her designated officer in charge, public safety officers shall be permitted to voluntarily trade work or leave days with other members of the department, subject to Department Head approval, upon notification to the Department Head or his or her designated officer in charge. With approval of the Director or Captain, Detectives are allowed to trade days with other Detective Bureau employees or Public Safety Officers.
- I. PSO Unit overtime that occurs outside of the normal schedule shall be offered to PSO members prior to being offered to Command Unit members. If there are no volunteers for such overtime, the employer shall order in the PSO member with the least amount of seniority year to date. If no PSO member can be obtained, the employer shall order in a Command Unit member using the same criteria. The converse shall apply in the event members of the Command bargaining unit are unavailable for call in. These provisions shall not apply to firefighting or emergency functions, in which case overtime shall be filled equitably among all department members. These provisions also do not apply to the selection of individuals for long-term or special assignments, i.e. UPSET or School Resource Officer.
- J. Higher Classification Pay: Employees assigned to work in a higher classification shall receive the higher classification wage rate for all hours so assigned.
- K. Overtime Limits: The maximum consecutive length of time a Bargaining Unit member is allowed to work is eighteen (18) hours. After working eighteen (18) consecutive hours, the employee must be given, at a minimum, six (6) hours of rest in-between their subsequent shift. In situations involving emergencies, this paragraph may be waived with mutual agreement between Director of Public Safety (or designee) and employee.
- L. Shift Bidding: Annually beginning on October 1st, the Department will post a shift bidding sheet for a minimum of fourteen (14) days, which allows Bargaining Unit members to select their day or night shift preference. This will be done according to seniority preference.

The Director or Captain will begin shift switching movements after the bidding process is complete but shall be done moving employees by January 1st each year. Employees will be notified no later than October 31st of each year what their shift assignment will be for the following year.

The top four (4) senior Public Safety Officers (in descending seniority order) and senior Detective will be allowed to pick their specific platoon assignment. Out of the top four (4) senior Public Safety Officers, only two (2) will be allowed to select the same platoon. In cases where the Director objects to the senior employee platoon picks, the Director shall justify, in writing, their decision not to honor the employee's platoon selection. The Director's decision shall be a proper subject for the Grievance and Arbitration Procedure. For all other employees given the option to pick their day/night and platoon preference, ultimately, the Director reserves the right to make platoon assignments for these employees, so long as day or night seniority preference is respected as much as possible given the scheduling construct.

Shift bidding does not apply to probationary employees.

- M. Zero Days: Zero ("0") days will be utilized by the employer to schedule time off for employees in both bargaining units. Typically, zero ("0") days will signify time off for training or some other administrative reason any employee is off work.

During instances of a zero ("0") day being posted on the schedule, when coupled with other employee time off being scheduled during the same shift (i.e., Guaranteed and Non-Guaranteed Vacation, Personal Leave, or Compensatory Time Off), the zero ("0") day will be presumed to not have created overtime regardless of when the zero ("0") day was posted or other time off was requested/posted.

In the instance as described above, the bargaining unit requesting the Guaranteed or Non-Guaranteed Vacation, Personal Leave, or Compensatory Time Off will be presumed to have created the overtime. As such, should the overtime created by the bargaining unit not be filled through the voluntary overtime fill procedure, any mandated overtime will occur within that bargaining unit based on the seniority order-in procedure.

For purposes of clarity, the voluntary overtime procedure consists of first seeking overtime volunteers from a particular bargaining unit based on the equalized overtime list. If no volunteer accepts the overtime, the overtime is published to the other bargaining unit, also based on the equalized overtime list. Should there be no volunteers from either bargaining unit to fill the overtime, the overtime shift reverts to the original bargaining unit for the shift to be mandated based on the seniority order-in procedure.

- N. Short Shift Overtime Protocol: When shifts are short manpower and unable to meet staffing requirements, the least senior available employee(s) will be mandated to work. Employees will not be required to work more than two (2) consecutive eighteen (18) hour shifts. The next junior bargaining unit member will be mandated to work if a third eighteen (18) hour shift occurs.

ARTICLE X
DISCIPLINE, DISCHARGE, AND EMPLOYEE RIGHTS

- A. All employees are expected to comply with the Employer's standard of behavior and performance and any non-compliance with their standards may result in disciplinary action. An employee may be disciplined or discharged for just cause; provided that a finding by the employer of just cause for the discipline or discharge of any employee covered by this agreement shall be subject to the grievance procedure herein above set forth, including arbitration.
- B. The Employer shall follow the City of Escanaba progressive discipline policy. Nothing herein shall in any way prohibit the Employer from discharging or otherwise disciplining any employee for just cause. The severity of discipline imposed shall be consistent with the offense committed.
- C. For purposes of this Article, oral warnings (coaching and counseling) memoranda are not considered disciplinary action the issuance is not a proper subject to the Grievance and Arbitration Procedure identified in Article 4.
- D. Subject to approval by the Director, and on a case-by-case basis, at his or her sole discretion, and not subject to the grievance process, all official records of discipline may be removed from an employee's personnel file after three (3) years from date of issuance, provided that the employee in question has not been subject to any further counseling or discipline during the respective time frames referenced above. Any record removed under this provision shall not be used against the subject employee in any future matter, whether related, or unrelated, to the records removed.
- E. The Employer agrees to follow Weingarten principles and employees are entitled to representation during an investigatory interview when an employee has a reasonable belief that discipline, or discharge may result from what he or she says during the interview.
- F. In non-criminal, policy violation internal investigations, the Employer will provide the employee at least forty-eight (48) hours' advance written notice prior to any investigatory interview of the accused taking place. In the notice, they will be apprised of their right to union representation.
- G. At the time a formal disciplinary investigation is scheduled, in addition to being advised of the right to have a union representative present, the employee shall be advised whether the allegation may result in criminal prosecution and whether the employee is then considered to be a principal or witness. The employee shall be notified of the allegations to enable a reasonable person to identify the incident (if it in fact occurred), and to review his or her official investigative report, his or her notes, manufactured electronic evidence, or otherwise refresh his or her memory regarding the matter.
- H. The interview shall be conducted at a reasonable hour, preferably, but not necessarily limited to, when the employee is on duty. If questioning occurs during the non-duty hours of the employee involved, the employee shall be considered on-duty for purposes of compensation.

- I. No employee shall be required to subject himself or herself to a polygraph examination. No disciplinary action shall be taken against an employee for refusal to submit to a polygraph examination; however, if an employee consents to a polygraph examination, the polygraph results will not be offered or used in any court proceeding.
- J. No employee shall, as a condition of employment, be required to stand in any line-up. This provision is not applicable where the employee is the subject of a criminal investigation.
- K. Any employee shall have the right to inspect his or her official personnel file, upon written request, during normal business hours, Monday through Friday (excluding holidays). The employee's official personnel file shall not be made available to any person or organization other than the Employer without the employee's express written authorization unless or pursuant to a court order or Freedom of Information Act (FOIA) laws. The "Bullard-Plawecki Employee Right to Know Act" (1978 PA 397) shall be applicable to and govern any disputes with respect to maintenance of personnel files and access thereto.
- L. If the matter under investigation could lead to criminal charges, but the departmental inquiry is not directed at obtaining inculpatory statements from an employee to be utilized in criminal proceedings against that employee, but is merely for the purpose of determining the employee's continued status with the Department, the employee shall be advised, in-writing, that the employee's constitutional rights prohibit coerced statements obtained under threat of discharge from use in subsequent criminal proceedings against him or her. When the Employer advises the employee, in-writing, that such statements given will not be used against him or her in any subsequent criminal proceedings, the employee shall also be advised that:
 - 1. The employee has the right to counsel or union representation during questioning.
 - 2. The presence of counsel or union representative will in no way, in and of itself, jeopardize his or her continued employment.
 - 3. The employee is required to answer the questions fully and truthfully or be subject to discharge.

ARTICLE XI
HOSPITALIZATION – LIFE INSURANCE, DENTAL INSURANCE,
PUBLIC SAFETY OFFICERS PROFESSIONAL LIABILITY INSURANCE

- A. The parties agree to abide by Michigan Conference of Teamsters Welfare Fund's executed Participation Agreement for the duration of this Agreement.

Health insurance coverage for new hires will begin on the first Sunday following their first day of employment. Health insurance coverage will maintain and continue for any eligible employee who transfers into this bargaining unit from another bargaining unit of the Employer, who is already covered by health insurance.

- B. The Employer and the Union agree that at the conclusion of the Health Insurance Participation Agreement(s) and with appropriate notice to the plan provider as contractually specified, the Employer has the right to change health insurance providers and plans provided that such selected plans offered by the Employer afford substantially and materially equivalent health insurance coverage for bargaining unit employees.

The Employee shall reimburse the Employer 20% of the Base Medical Benefit and Prescription Drug Benefit Premium rates pre-tax, per bi-weekly payroll deduction.

- C. During the term of the health plan provider Participation Agreement covering the term of this Agreement, Employer shall contribute to the health plan provider on behalf of covered employees for the following:

1. They are absent from the job due to an on the job injury/illness (i.e. for Workers Compensation) for the lesser of (1) 26 weeks following the week in which the injury/illness occurred, or (2) the duration of the on the job injury/illness related absence;
2. They are absent from the job due to an off the job injury/illness for the lesser of (1) 4 weeks following the week in which the injury/illness occurred, or (2) the duration of the off the job injury/illness related absence;
3. For each week on behalf of a participant who worked or is compensated for any portion of the contribution week;
4. Whose absence from the job is due to military duty for the first 4 weeks following the week in which military duty is commenced;

- D. EMPLOYEE OPT OUT: Employees who have submitted an opt out application to M.C.T.W.F. with a Certificate of Creditable Coverage shall on written approval receive pay in lieu of health insurance benefits, otherwise known as "opt out" pay. The amount of opt out pay shall be 40% of the City's cost for the applicable health policy. Opt out pay shall be calculated net of reductions for mandatory tax payments, i.e. FICA, FUTA, Unemployment Insurance, etc. Opt out amounts shall be established on January 1st of each year and shall remain in effect through December 31st. Opt out pay shall be subject to all terms and conditions contained in the City's Section 125 plan document. Employees may only opt out of health insurance benefits during the City's annual open enrollment period, or during a special open enrollment period, or in conjunction with a "qualifying event" as outlined in the City's Section 125 plan document.

In the event opt out pay is disallowed under Federal or State regulations, opt out employees will be returned to the applicable insurance policy; payments shall cease; and the City shall have no further liability for said payments.

- E. The Employer agrees to furnish, at no cost to Employee, a term life insurance policy in the amount of \$20,000 double indemnity covering Employee only.
- F. The City will provide Professional Liability Insurance as follows: \$1,000,000.00 with another \$1,000,000.00 as an "umbrella."

ARTICLE XII
WORKER'S COMPENSATION

- A. All employees injured or incapacitated in the actual discharge of duty shall receive compensation and medical care, subject to the provisions of the Michigan Worker's Compensation Act. Subject to the limitations in subsection (B), the City shall pay the regular salary of the injured employee, less the legal rate of compensation provided in the Worker's Compensation Act.
- B. Such additional payment shall be known as Supplementary Worker's Compensation.

It shall apply:

- 1. From the date of injury and continue during the periods of incapacity, but not to exceed more than six (6) months of payment, whether said six (6) months is continuous or intermittent time off, for any one (1) personal injury.

It shall not apply:

- 1. In partial incapacitated cases when an employee refuses to accept limited duties, after certification for such duties by a physician.
 - 2. When an employee terminates, through death, retirement or other reason.
 - 3. When injury results from the employee's misconduct or negligence.
 - 4. When the employee's injury claim is disputed by the City through lack of visual evidence or other reasonable proof.
- C. The provisions of Section (A) and Section (B) are subject to the legal limitations, as provided for in the Michigan Worker's Compensation Act, as well as the City's authority to continue as a self-insured employer under Michigan Law.
 - D. Protocol for Workers Compensation Alternate Duty Assignment: In the event that an Officer is being considered for an alternate duty assignment, as a result of a compensable injury under Michigan's Worker's Compensation laws, the Department's management shall first meet with the Union Steward to review the details of the proposed assignment. Upon completion of said meeting, the Steward shall, within seventy-two (72) hours, bring forward any concerns from the Bargaining Unit. In the event there are concerns brought forth from the Bargaining Unit, Management shall take those concerns into consideration, and shall make best efforts to resolve such concerns prior to finalizing an alternate duty assignment.

The parties further agree that the City retains the right to assign light duty on a temporary basis prior to the expiration of the aforementioned seventy-two (72) hour period, provided that a final determination is made after hearing concerns from the Bargaining Unit, if any.

ARTICLE XIII
RETIREMENT

- A. Escanaba Public Safety Officer Benefit Formula (Retirement): All Public Safety Officer members will be covered by Act 345 and contributions thereto will be in accordance with appropriate State and Federal Laws. Pensions for members of the Escanaba Department of Public Safety will be provided for as follows:

For Public Safety Officers hired on or before 6/30/2014 the defined benefit formula shall be as follows: Three (3) year average final compensation times 3.0% times years of service to a maximum of twenty-five (25) years. Maximum benefit shall be 75%. Employees shall be permitted to retire at any age with twenty-five (25) years of service.

Average final compensation is the average of the salaries paid during the period of three (3) consecutive years of credited service which produces the highest average. The three (3) consecutive years must be in the last ten (10) years of credited service.

Final average compensation will include unused sick leave, unused vacation leave, retirement bonus, unused personal leave, unused PTO up to a maximum of two years allotment, and prorated longevity pay paid at retirement per the provisions of this contract.

For Public Safety Officers hired on or before 6/30/2014, The City will provide for annual post-retirement benefit increases of 1.5% each year, computed on the existing benefit, for all retirees and beneficiaries, who have been retired one (1) full year as of the annual implementation date of January 1st.

In those situations where the retiree dies before reaching one (1) full year of retirement, the improved benefit would go into effect for the beneficiary (should one exist) at the same date it would have gone into effect for the retirees based on the amount the beneficiary is receiving. In those situations where the retiree dies after reaching the qualifying period, the increase will continue for each new year (January 1st) calculated on the amount the beneficiary is receiving.

In the event of non-service death of a vested member (hired before 7/1/2014, with ten (10) or more years' service) a surviving spouse, if there is one, will be entitled to retirement benefits in accordance with MCL 38.556 (1), (H), (I).

Public Safety Officers hired prior to 7/1/2014 contribute 5% of their wage to their Act 345 pension. The City is advised in March or April of each year of the City's obligation to said pension plan. In the event that the City's obligation shall increase over 6.83%, the Public Safety Officers hired prior to 7/1/2014 shall contribute a total of 6% of their wage to the Act 345 pension commencing the following July 1st. If the City's obligation shall decrease below 6.83%, the contribution by the Public Safety Officers hired prior to 7/1/14 shall be decreased to 5% commencing the following July 1st of said notification.

Public Safety Officers hired on or after 7/1/2014 shall participate in a defined contribution retirement plan, and shall not participate in the defined benefit plan referenced above. The terms of the defined contribution plan are as follows: The employer shall make a mandatory contribution of ten (10) percent of a member's wages into the plan. Members shall make a mandatory contribution of six (6) percent of wages into the plan. In addition, members shall be permitted to make an additional elective contribution in an amount only constrained by applicable IRS elective deferral rules. The City reserves the right to utilize a 457 plan of its choosing for the purpose of delivering a defined contribution plan.

- B. All employees who have ten (10) or more years of service and are in good standing at time of separation are eligible to receive their service weapon.
- C. Employees eligible for retirement shall receive the following retirement bonus:

<u>Yrs. of Service</u>	<u>Bonus Payment</u>	<u>Yrs. of Service</u>	<u>Bonus Payment</u>
20	\$100	30	\$325
21	\$120	31	\$350
22	\$140	32	\$375
23	\$160	33	\$400
24	\$180	34	\$425
25	\$200	35	\$450
26	\$225	36	\$500
27	\$250	37	\$550
28	\$275	38	\$600 Maximum
29	\$300		

- D. Sworn officers shall be allowed to “purchase” Military Service Time in the same manner as has been utilized in the past and in accord with Public Act 345. The employee purchasing such Military Service Time must also then retire within thirty (30) days of the purchase.

**ARTICLE XIV
LONGEVITY PAY**

After completing five (5) full years of service as of November 1st, each employee receives annually, on the payday closest to December 1st, longevity pay computed as follows:

<u>Years of Service</u>	<u>Not to Exceed</u>
After 5 years	\$200
After 10 years	\$650
After 15 years	\$750
After 20 years	\$850

ARTICLE XV
UNIFORMS, SHOES AND BOOTS

The City agrees to furnish and maintain the required uniforms of uniformed officers as in the past. Replacement of uniforms, boots, shoes and raincoats, etc., shall be on the salvage system, and old articles shall be turned in to the person designated by the director in order to receive replacement of these articles of clothing.

The combined boot, shoe, prescription safety glasses, and designated equipment allowance shall be \$200.00 every two (2) years. Employees will only be reimbursed for equipment which has been designated and approved by the Director, in writing, prior to said purchase. Employees shall present either a bill for payment to the supplier or a receipt for reimbursement to the employer. The two (2) year periods are defined below:

July 2023 – June 2025

July 2025 – June 2027

ARTICLE XVI
COMPENSATORY TIME

Employees may earn and accumulate compensatory time in lieu of overtime pay, at the option of the employee, except when wages are being reimbursed by a third-party payer, for a period not to exceed a total of eighty (80) hours. Compensatory time shall also be credited to an employee while in attendance, outside of regular hours of work, at school or classes which contribute to the improvement of skills or knowledge utilized in the performance of such employee's job duties.

Compensatory time credited to employees in lieu of overtime shall be credited at the rate of one and one-half times (1-1/2 x) the number of overtime hours worked.

Compensatory time may be denied if it creates overtime, unless the overtime is created within twelve (12) hours of the requested time, then it shall be denied. Employee requesting use of compensatory time will need to call in to the on-shift supervisor twelve (12) hours prior to the requested time off for approval. A shift commander may grant time off for less than twelve (12) hours at his or her discretion, providing no overtime is created by the use of compensatory time.

Any employee attending at any Court as a witness to facts or circumstances within the knowledge of such employee shall be compensated at two (2) hours at his or her overtime rate of pay, if such knowledge arises out of and in the course of such employee's employment.

Upon written request on or before October 15th, the Employer shall provide monetary compensation for compensatory time earned payable on the check for the first regular pay period in November.

ARTICLE XVII
FAMILY MEDICAL LEAVE

- A. The Employer shall follow the provisions of the Family and Medical Leave Act of 1993, as amended, for all employees.
- B. Qualifying Family Medical Leave Act (FMLA) job-protected leave time off may either be paid, or unpaid. It may be utilized by the employee in consecutive use or used intermittently.
- C. Employees hired on or after 8/1/2014, shall accrue Paid Family Medical Leave time off at a rate of eight (8) hours per month, up to a maximum banked accrual of one hundred sixty-eight (168) hours. Use of this time shall be subject to the restrictions set forth, below.
 - 1. Paid Family Medical Leave time off shall be paid at the employee's prevailing hourly rate of pay.
 - 2. Prior to accessing Paid Family Medical Leave, the employee must first qualify for job protected leave under the Family Medical Leave Act. Use of Paid Family Medical Leave time off is for the illness or injury of the employee, only.
 - 3. To access Paid Family Medical Leave, the employee must have fully exhausted their accrued time off banks of both Paid Time Off (PTO) and Compensatory Time.
 - 4. Employees shall vest in Paid Family Medical Leave after one (1) year of employment. Employees who were hired between 8/1/2014 and 7/1/2023 will receive vesting credit for all service time with the Employer as of their seniority date.
 - 5. Paid Family Medical Leave will not be paid out to the employee upon any separation of employment.
 - 6. While on qualifying Paid Family Medical Leave time off, the employee shall continue to receive all fringe benefits contained within this Agreement.

ARTICLE XVIII
GENERAL PROVISIONS

- A. It is agreed by the parties to this Agreement that all Civil Service Rules, regulations, rights or obligations are superseded by this Agreement and that this Agreement will be the basis by which all matters pertaining to wages, hours and working conditions will be determined.
- B. For the purpose of job description and definition, the City's classification plan will be utilized and are hereby incorporated by reference as part of this Agreement.
- C. All existing administrative regulations governing City Policy will remain in effect and future administrative regulations may from time to time be adopted. Said regulations are not to conflict with the provisions of this Agreement.

- D. For new employees, the City retains the option of advancing increments based upon experience of the employee and City needs.
- E. The Employer agrees to not unlawfully discriminate against any employee because of such employee's race, color, religion, sex, national origin, marital status, age, disability, status as a disabled veteran, or activities conducted on behalf of the Union.
- F. All employees governed by this Agreement will maintain a residence within twenty (20) miles from the corporate City Limits of the City of Escanaba.
- G. If any Article or Section of this Agreement or any supplements thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal, the remainder of the Agreement and supplements shall not be affected thereby and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such Article or Section.
- H. It shall be expressly understood by both parties that this Contract may be revised, amended or otherwise altered, or effect changes in the existing contract language when mutually agreed upon by the union and the employer. "mutually agreed" means actual agreement and shall not mean a resolution of disagreement through arbitration.

ARTICLE XIX **MANAGEMENT RIGHTS**

Except to the extent expressly abridged by specific provisions of this Agreement, the City reserves and retains, solely and exclusively, all of its common law rights to manage the affairs of the City, as such rights existed prior to the execution of this Agreement with the Union.

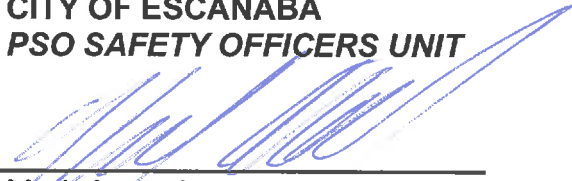
This Agreement does not in any way abridge the right and responsibility of the citizens of Escanaba, acting either through their elected representatives, or as a group or singularly, from expressing their will and ideas relative to City Policy, administration, and financing, as set forth in the City Charter and Michigan Home Rule Act.

ARTICLE XX
TERM OF THIS AGREEMENT

The provisions of this Agreement and Addendum #1 thereto shall become effective as of July 1, 2023. This Agreement shall continue in full force and effect until midnight, June 30, 2026 and for successive annual periods thereafter, unless not more than one hundred fifty (150) days but at least one hundred twenty (120) days prior to the end of its original term or of any annual period thereafter, either party shall serve upon the other written notice that it desires change or amendment, said notice shall have the effect of terminating this Agreement in its entirety, on the expiration date unless, the parties agree to an extension of the Agreement.

IN WITNESS WHEREOF, the parties hereto have caused their names to be subscribed by their duly authorized officers and representative.


CITY OF ESCANABA
PSO SAFETY OFFICERS UNIT

BY: 

Mark Ammel
Mayor

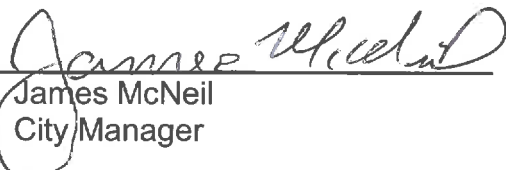
DATE: 7/12/23

GENERAL TEAMSTERS
LOCAL UNION NO. 406

BY: 

Ellis P. Wood
Secretary-Treasurer
Principal Officer

DATE: 7-27-2023

BY: 

James McNeil
City Manager

DATE: 7/12/23

BY: 

Anthony LaPlant
Business Agent

DATE: 7/14/2023

**ADDENDUM #1
CITY OF ESCANABA
GENERAL TEAMSTERS LOCAL UNION NO. 406
PSO UNIT WAGE SCHEDULE
7/1/2023 - 6/30/2026**

		7/1/2022	+2.0% 7/1/2023	+2.0% 7/1/2024	+2.0% 7/1/2025
PSO I	1 st Step	26.25	26.78	27.31	27.86
	2 nd Step	28.19	28.75	29.33	29.92
	3 rd Step	30.87	31.49	32.12	32.76
	4 th Step	32.83	33.49	34.16	34.84
Detective (UPSET)		35.43	36.14	36.86	37.60
PSO Shift Differential for 12-Hour Shifts 7 p.m. – 7 a.m		0.50	0.50	0.50	0.50

Field Training Officers (FTO) for police duties and Certified Training Officers (CTO) for fire duties shall receive one dollar (\$1.00) additional per hour while performing FTO/CTO duties. FTO/CTO must be certified as identified by the Director of Public Safety.

LETTER OF AGREEMENT
Between
CITY OF ESCANABA
And
GENERAL TEAMSTERS LOCAL UNION NO. 406
CITY OF ESCANABA – PUBLIC SAFETY OFFICER UNIT

WHEREAS the City of Escanaba (hereinafter, “Employer”) and General Teamsters Local Union No. 406 (hereinafter, “Union”) are signatories to a Collective Bargaining Agreement (hereinafter, “Agreement”) for Public Safety Officers employed at the Escanaba Department of Public Safety. The term of the current Agreement is July 1, 2023, through June 30, 2026.

WHEREAS the parties collectively and mutually wish to structure a School Resource Officer position.

THEREFORE, the parties agree to the following.

1. A School Resource Officer (SRO) is a Public Safety Officer who is generally assigned to the Escanaba Area School District. The general purpose of having a SRO assigned to the School District is to assist the school in maintaining a safe environment for students, staff, and visitors.
2. This position is not deemed to be a promotion but rather is considered a special assignment, based on available funding and at the sole determination of the Director of Public Safety. For purposes of qualification and selection, the special assignment selection process identified in Article III will be utilized in selecting a candidate to fill this position. If there is only one interested party, no interview process is required.

Given the sensitive nature of this position, when contemplating the placement decision, the Director may consider all employment related factors to place the best suited employee into this position. The decision not to place someone in this position is not subject to remedy under Article IV of the Collective Bargaining Agreement and the decision of the Director shall be deemed final. However, anyone who is passed over in ranking will be given reason, in-writing, by the Director on how their performance may be improved to qualify for this position in any subsequent processes.

Given the fact that the SRO is a guest within the school district, any appointment to the position or removal from the position will be made by the Director with input from the school district. Anyone barred by the school district from serving in the SRO position will not be considered for the special assignment or will be removed from serving in the special assignment, if already serving in this capacity.

3. The SRO position is a full-time, eighty-four (84) hour per pay period position. For purposes of this Agreement, the SRO is paid at the hourly rate equivalent to their current positioning within the hourly pay scale. Generally, the SRO should work an alternative weekly schedule consisting of two (2), nine (9) hour shifts, and three (3), eight (8) hour shifts, hence averaging forty-two (42) hours per week.

4. The SRO is encouraged to attend school functions outside of regular school hours. For purposes of SRO presence at student events outside of regular school hours, the SRO should maintain a variable and flexible alternative work schedule specifically related to SRO duties and responsibilities. This flexible schedule is meant to be a benefit to the employee and the Employer and will require both sides to collectively work with one another to fulfill the mission intent of the position. Flexible alternative scheduling in this matter is at the mutual agreement of both the employee and Employer.
5. This position is not exempt from patrol division mandatory overtime (order-in) or from working voluntary basis overtime performing customary and typical functions of the patrol division, to include fire overtime, after school hours during the week, or during weekends. However, this SRO position should not be removed from their SRO duties to fill holes in the patrol division, nor should they be "counted" in the daily minimum staffing numbers of the patrol division.
6. Because of the unique flexibility of this position versus other positions within the bargaining unit, overtime pay (1.5X) for this position while solely working SRO duties, should occur after eighty-four (84) hours in a two (2) week pay period.

Flexible time may only be accrued while working SRO duties and may not be accrued when performing patrol division functions. Flexible time accrued must be utilized during the same pay period as it was earned in.

Flexible time, which is neither overtime nor compensatory time, is earned by the SRO at a 1:1 ratio. In example, the SRO stays over shift one (1) hour to fully process a student related issue. They earn one (1) hour of flexible time to be utilized as time off later in the same pay period. The exception to this would be where the employee cannot utilize the flexible time earned within the same pay period. Any flexible time accrued that is not able to be utilized during the same pay period as it is earned, should be paid to the employee as overtime (1.5X) or compensatory time (1.5X) per the Collective Bargaining Agreement.

7. During periods of extended school breaks or days of non-student instruction, the SRO will return to the patrol division performing customary patrol division duties and shall maintain working the same forty-two (42) hour schedule as if working in the school. Overtime worked (above either eight (8) or nine (9) hours in a day) during these intermittent periods of patrol division work shall not be flexed and either taken in overtime pay or compensatory time, both at time and a half (1.5X), as per the Collective Bargaining Agreement.
8. At no point should the alternative schedule flexing ability of the SRO be utilized by the Employer to subvert or escape the payment of overtime within the patrol division.
9. At the conclusion of this long-term special assignment, the assigned employee will be reassigned to the shift and platoon from which they originally departed for this position. This specified return would also include at the conclusion of each school year for summer months, while school is not in session.

This Agreement will expire on June 30, 2026, unless a five (5) day written notice is given by either party, to the other party, of their intent to terminate this Agreement. This Agreement will not set precedent for any future agreements.

WHEREBY, the parties signify agreement to the above by representative signatures appearing hereon.

**CITY OF ESCANABA
PSO SAFETY OFFICERS UNIT**

**GENERAL TEAMSTERS
LOCAL UNION NO. 406**

BY: James McNeil
James McNeil
City Manager

BY: Anthony LaPlant
Anthony LaPlant
Business Agent

DATE: 7/12/23

DATE: 7/14/2023