

6/30/99

LABOR AGREEMENT
TEAMSTERS UNION LOCAL NO. 328
AND
THE CITY OF ESCANABA
(PUBLIC SAFETY)

EFFECTIVE
JULY 1, 1995
THRU
JUNE 30, 1999

Escanaba, City of

January 1996

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AGREEMENT

THIS AGREEMENT, made and entered into this July 1, 1995, by and between the CITY OF ESCANABA, hereinafter referred to as the "Employer" and TEAMSTERS UNION LOCAL NO.328, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, hereinafter referred to as the "Union".

PURPOSE AND INTENT: The general purpose of this Agreement is to set forth terms and conditions and to promote orderly and peaceful labor relations for the mutual interest of the Employer, employees and the Union.

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 the 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.

SECTION 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 in respect to rates of pay, wages, hours of employment and other conditions of employment for the term of this agreement of all employees of the Employer included in the bargaining units described below.

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 as regards such matters.

SECTION 2(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 Local No. 328 and pay such amount deducted to said Local No. 328, provided however, that the Union presents to the Employer authorizations signed by such employee, allowing such deductions and payment to the Local Union.

ARTICLE II

SICK LEAVE, LEAVE OF ABSENCE, EMERGENCY LEAVE, MILITARY LEAVE

SICK LEAVE: (a) Sick Leave will be accrued each year for all full-time employees at a rate of twelve (12) days per year, to an unlimited amount.

(b) It shall be the responsibility of the employer to maintain the sick leave records and it shall be the responsibility of the employee to verify their records and notify the City if a discrepancy is noted.

(c) An employee who has not served a full year between the time of entering the City service and the anniversary date for sick leave, which is January 1 of each year, shall be entitled to sick leave for the portion of the year worked, but may not take sick leave until after he has served six (6) months.

Employees retiring from service under the provisions of both Act 345 and Act 135 of the Municipal Employees Retirement System 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 \$1,350.00.

(d) Each Department Head will be responsible for approving sick leave, and he may do so only for valid reason and after an employee informs him of his intention not to report for 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 for 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(s) requesting the sick leave and if the illness is verified by the City Doctor, the City will assume the cost of the physical. If the City Doctor judges the employee to be fit for duty, the employee will report for duty or be taken off sick leave.

FUNERAL LEAVE: (a) Emergency leave will be granted 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, brother-in-law and sister-in-law of employee, grandmother and grandfather of employee, stepmother and stepfather of employee, son-in-law and daughter-in-law and grandchildren of the employee. Emergency leave granted in the event of a death in the immediate family shall commence on the actual date of death and shall extend to include the day following completion of the funeral services.

(b) Emergency leave may be granted for other good cause shown for any period up to five (5) days, including and consecutive with the first day off and including weekends and holidays.

(c) Emergency leave in excess of the five (5) days herein above provided may be granted upon written approval of the City Manager.

(d) Emergency leave shall not be deducted from sick leave and shall be paid at the employee's regular rate.

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 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 (40) working hours.

MILITARY LEAVE: (a) Military leave shall be granted according to applicable State and Federal Laws.

(b) National Guard Field Training will be paid at a rate to be computed as follows:

Add: National Guard pay at the rate of five (5) days a week,

Plus: Difference between the National Guard daily rate and regular City rate based on standard forty (40) hour work week.

ARTICLE III

SENIORITY

(a) Seniority shall be defined for the purpose of this Agreement, as the net credited service of the employee. Net credit service shall mean continuous employment with the City beginning with the date and hour on which the employee began to work after last being hired, less

deductions for leave of absence or unauthorized absences; plus paid sick time, plus Armed Forces Service.

City employees entering the Escanaba Department of Public Safety after the effective date of this Agreement shall have their prior City service granted to them for fringe benefits only. Seniority for promotions within the Public Safety Department and with respect to layoffs, shall commence on the day of entry into the Public Safety Department.

(b) New employees will be considered probationary employees for a period of not less than six (6) months 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 to appeal or a hearing.

(c) An employee's probation may be extended for another (consecutive) period of six (6) months and in such cases, the provisions of paragraphs (a) and (b) above will apply throughout this extended period.

(d) Employees laid off without misconduct on their part and who make a request, in writing, within two (2) years after separation from the service, shall have their names placed on either, or both, a general reemployment or departmental reemployment list, depending upon the 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 departmental basis. In the event of layoff, the last employee laid off shall be the first recalled. However, Dispatchers will have separate seniority with regard to layoff in the Dispatcher classification and have the right to be recalled first.

(f) The Employer will post departmental seniority lists annually. Public Safety Officers will have a separate seniority list from Dispatchers.

(g) An employee shall lose his seniority for the following reasons only:

1. He quits.
2. He is discharged and the discharge is not reversed through the procedure set forth in the Agreement.
3. He is absent for three (3) consecutive working days without notifying the Employer. The Employer will send written notification to the employee at his last known address, that he has lost his seniority and his 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 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 absence due to such injury and shall be reinstated upon recovery to his former position with full seniority rights, provided he is physically qualified to return to work.

(i) In selecting employees 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) Seniority | - | 10 points (maximum: one (1) point for each year of service up to ten (10) years. |

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.

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) shall be appointed by the Union.

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

Within five (5) work days of a 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) A promotional exam for Detective will be available to all Public Safety Officers with three (3) or more years of experience. A promotional exam for Uniform Sergeant will be available to all Public Safety Officers, Detectives and Detective Sergeants with three (3) or more years of experience. A promotional exam for Detective Sergeant will be available to all Public Safety Officers, Detectives and Uniform Sergeants with three (3) or more years of experience. A promotional exam for Uniform Lieutenant or Detective Lieutenant shall be available only to all Uniform Sergeants and Detective Sergeants.

(k) 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, he shall be returned to his original classification.

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, and under no circumstances will grievances be brought up as matters for negotiation.

(b) In the event that satisfactory adjustment cannot be reached between the parties to this agreement, the dispute shall be submitted to the Michigan Employment Relations Commission (MERC) for the appointment of an Arbitrator. The Michigan Employment Relations Commission will submit names of three (3) prospective arbitrators to both parties. Each party will have the opportunity to strike the name of one arbitrator from the list, with the remaining person designated as the arbitrator. The decision of the arbitrator regarding the dispute will be binding on both parties.

(c) The arbitrator shall have no power to add to or subtract from or modify any of the terms of this agreement.

(d) Grievances with respect to matters of transfer, promotion, demotion, discipline, layoffs or discharges shall be presented to the City, in writing, within five (5) days from the date of such transfer, promotion, demotion, discipline, layoff or discharge. If such notice, in writing, is not given to the City with five (5) working days of the occurrence of the facts upon which such complaint is based, then it shall be deemed waived and abandoned and shall not thereafter form the basis of a grievance between the parties hereto.

(e) The Employer may bring issues before the Arbitrator, if said issues cannot be resolved by meetings with the Union, assuming that the same restrictions as to adjustable issues are applied to the Employer as to the employees.

(f) Under no circumstances will services be stopped, slowed or otherwise impaired while the above procedures are underway.

GRIEVANCE AND ARBITRATION - UNIT II

(g) Grievances and/or Arbitration for employees of Unit II (Command Officers and Detectives) shall be the same as those contained in subparagraphs (a) thru (f) above.

(h) Employees of Unit II (Command Officers and Detectives) shall be represented at all grievance/arbitration hearings only by an Officer of comparable rank, along with representatives of Local Union No. 328 of the Teamsters.

(i) The Union shall have at least one (1) member of Unit II on the Union negotiating and grievance committees.

ARTICLE V

WAGES AND PAY PERIODS

(a) Annual increments shall take effect on the first day of each fiscal year. A Public Safety Officer 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.

A Public Safety Officer appointed, promoted or reinstated on or after the first day of January in any fiscal year shall not be eligible to receive an increment until the first day of the second succeeding fiscal year.

No Public Safety Officer shall receive an increment which would result in his receiving an annual salary in excess of the maximum of the salary grade to which his position is allocated.

(b) See Addendum #1 for Wage and Progression Schedule.

ARTICLE IV

HOLIDAYS

(a) Holidays Defined: Full holiday when used herein, shall mean a full twenty-four (24) hours commencing at 12:00 Midnight of the eve of the holiday and ending at 12:00 Midnight on the night of the holiday.

(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 time, 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:

- | | | |
|---------------------------|---|-----------------------------|
| (1) New Years Day | - | January 1 |
| (2) Washington's Birthday | - | Third Monday in February |
| (3) Memorial Day | - | Last Monday in May |
| (4) Independence Day | - | July 4 |
| (5) Labor Day | - | First Monday in September |
| (6) Thanksgiving Day | - | Fourth Thursday in November |

- (7) Day Following Thanksgiving Day
- (8) Christmas Day - December 25
- (9) Employee's Birthday - Individual Birthdays

The holidays will be celebrated on the days listed above.

(d) Employees working holidays will be compensated as follows:

(1) Work during regular shift: Pay at time and one-half (1-1/2X base hourly rate) for hours worked, plus eight (8) 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) Employee not scheduled to work on a holiday: An employee not scheduled to work on a holiday shall receive either pay for eight (8) hours at the base hourly rate, or eight (8) hours of compensatory time at the employees option, but shall not be entitled to pay and compensatory time for the same holiday.

(e) When an employee 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

(a) Vacation leave with pay will be granted to all permanent full-time employees who have completed one (1) year of service, said vacation to be credited to the employee on each anniversary date of City employment.

(b) Vacation schedules are subject to the approval of the Department Head who is charged with the responsibility of insuring that vacation time granted will not seriously impair the operation of his department.

(c) Vacations with pay will be granted on the following schedule:

After (1) full year of service	6 days
After (2) full years of service	11 days
After (5) full years of service	16 days
After (12) full years of service	18 days
After (15) full years of service	21 days
After (20) full years of service	26 days
After (25) full years of service	28 days
After (30) full years of service	30 days

(d) Any employee requesting vacation leave will apply at least forty-eight (48) hours in advance, except for particular periods of time when the Department Head may deem it necessary to prepare schedules covering particular periods of time; said schedules to be prominently posted within the department for at least two (2) weeks.

(e) Seniority, along with department personnel needs will be the determining factors in apportioning vacation.

(f) Pre-approved vacation schedules (see Sec. (d)) will be declared closed on specific dates as advertised by the Department Head and will no longer be subject to change because of seniority; however, such permission may be revoked by the Department Head, when departmental needs dictate such action.

(g) 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 eight (8) hour shift.

(h) 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

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.

(b) The standard week for computing pay will begin at 12:00 Midnight Saturday and extend until Saturday Midnight seven (7) days hence, with the exception of the 12:00 Midnight to 8:00 A.M. shift, which shall end at 8:00 A.M. Sunday, and the 8:00 P.M. shift which shall end at 4:00 A.M. Sunday.

(c) Hourly employees working over eight (8) hours in any one day will be paid at a rate of time and one-half (1-1/2X) of their regular hourly rate for the time worked over eight (8) hours.

Hourly employees working in excess of five (5) days and forty (40) hours during a standard week, will be paid at a rate of time and one-half (1-1/2X) of their regular hourly rates.

(c-1) Overtime for Detective: Detectives will be paid overtime (at the rate of time and one-half (1-1/2X) their base hourly rate) for call outs after being released from their normal day's work or when called out on a weekend. Overtime shall not be paid to Detectives for work performed between the hours of 9:00 A.M. and 6:00 P.M., Monday thru Friday (normal work week of Detectives); or when there is "planned" work outside of normal working hours.

For purposes of this section, the Detective Lieutenant shall be included in overtime pay.

Overtime pay for Detectives shall be in lieu of any and all compensatory time heretofore accrued by Detectives for working overtime hours.

(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.

(e) Employees working on shifts between the hours of 4:00 P.M. and 8:00 A.M. shall receive a shift differential as follows:

- (1) 4:00 P.M. - Midnight - 32 cents per hour
- (2) Midnight - 8:00 A.M. - 40 cents per hour
- (3) 8:00 P.M. - 4:00 A.M. - Four (4) hrs. at 32 cents per hour
& four (4) hrs. at 40 cents per hour.

(f) A minimum of three (3) hours at time and one-half (1-1/2X) 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 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 regularly scheduled shift shall receive pay at time and one-half (1-1/2X) his 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 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 regularly scheduled hours. When a holiday falls on Sunday and is celebrated on a Monday, the provisions for holiday call back shall apply on Monday.

(h) Any employee working on a Sunday shall be paid at one and one-half times (1-1/2X) his regular rate of pay, if the Sunday work is within such employee's regular work week schedule and shall be paid at double (2X) his regular rate of pay, if the Sunday work is not within such employee's regular work week schedule.

(i) Subject to the approval of the Director of Public Safety or his designated officer in charge, employees shall be permitted to voluntarily trade work or leave days upon notification to the Department Head or his designated officer in charge.

(i-1) Uniform Sergeant's base hourly rate shall be five percent (5%) above that of Public Safety Officer.

(i-2) Uniform Lieutenant's base hourly rate (except Detective Lieutenant) shall be ten percent (10%) above that of Public Safety Officer.

ARTICLE IX

DISCHARGE

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.

ARTICLE X

HOSPITALIZATION-LIFE INSURANCE-PUBLIC SAFETY OFFICERS PROFESSIONAL LIABILITY INSURANCE

(a) Effective December 1, 1995, the Employer agrees to pay the full premium rate into the Wisconsin Health Fund for each employee covered by this agreement who is and has been on the payroll thirty (30) calendar days or more for health and welfare coverage. The plan of insurance shall be Plan A-2 Medical, Pharmacy, Optical and Life Insurance Coverage.

For new hires, the Employer agrees to pay initial contributions for the month in which the new hire has completed thirty (30) days of employment, eligibility for coverage will be determined by the Fund's Plan Document.

Contributions must be made for each month in which a covered employee performs work and/or receives wages for hours worked. The following contribution rates have been established and guaranteed by the Wisconsin Health Fund:

\$362.26 per month beginning July 1, 1995
\$398.06 per month beginning July 1, 1996
\$403.61 per month beginning July 1, 1997
\$403.61 per month beginning July 1, 1998

By the execution of this Agreement, the Employer binds himself and becomes party to the trust agreement establishing the Wisconsin Health Fund, and authorized the Employer parties thereto to designate the Employer Trustees as provided under such agreement, hereby waiving all notice thereof and ratifying all actions already taken or to be taken by such Trustees within the scope of their authority.

The payment shall be made by check payable to Wisconsin Area Health Fund and directed to the bank as indicated on the monthly report form.

(b) The Employer agrees to furnish, at no cost to the employee, a term life policy in the amount of \$20,000 double indemnity covering the employee only.

(c) The City will provide Professional Liability Insurance as follows: \$1,000,000 with another \$1,000,000 as an "umbrella".

(Public Safety Officers Professional Liability Insurance was formerly Police Professional Liability Insurance.)

(d) The Employer shall provide the Dental Program for the employee and his/her family. Orthodontic coverage shall be \$750.00. The Employer shall pay the full cost of providing this benefit for the employee and family for the term of this Agreement.

ARTICLE XI

WORKERS' 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 Workers' 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 Workers' Compensation Act.

(b) Such additional payment shall be known as Supplementary Worker's Compensation. It shall apply:

(1) For the date of injury and continue during the period of incapacity, but not to exceed more than six (6) months of payment for any one 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 Workers' Compensation Act, as well as the City's authority to continue as a self-insured Employer under Michigan Law.

ARTICLE XII

RETIREMENT

(a) All sworn Public Safety Officers 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:

Escanaba Public Safety Benefit Formula (Retirement)

Three (3) year average final compensation times the sum of (a) 2.50% times the first 25 years of service, plus (b) 1.0% times service in excess of 25 years.

Average Final Compensation is the average of the salaries paid you 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 10 years of credited service.

Final Average Compensation will include unused sick leave paid at retirement per the provisions of this contract, vacation accrual, retirement bonus, and prorated longevity pay.

The city will provide for annual post-retirement benefit increases of 1.0% each year, computed on the existing benefit, for all retirees and beneficiaries who have been retired five or more full years as of the annual implementation date of January 1st. The first increase will be implemented 1/1/98 (the third year of the contract) for all qualifying retirees and beneficiaries.

In those situations where the retiree dies before reaching five full years 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. Because pension benefits are paid at the end of the month, the first benefit checks reflecting increases would be mailed at the end of January 1998.

(b) All dispatchers will be covered by the Municipal Employees Retirement System plan as outlined in Act 135, under the B-2 Option.

The dispatchers final average compensation will be computed on the highest 36 consecutive months earnings, and divided by three (FAC-3 option).

In addition, dispatchers with thirty (30) or more years of credited service and who are at least 55 years old will be eligible for full retirement pay through the Municipal Employee's Retirement System (F-55, 30 option).

(c) All employees who have ten or more years of service and are eligible to retire with a pension, shall receive upon retirement, a wristwatch valued at an amount not to exceed \$75.00, including the cost of engraving, or their service revolver, where applicable.

(d) Employees eligible for retirement shall receive the following retirement bonus:

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

(e) Hospital/Medical Insurance for Retirees:

(1) Retirees will be given the option to continue hospital/medical insurance through the City's health insurance carrier on a self-pay basis, as long as the carrier makes that option available.

(2) Retirees must enroll in the insurance program on or before the date of retirement in order to participate on a self-pay basis.

(f) Sworn officers shall be allowed to "purchase" Military Service Time in accord with Public Act 345, provided that the employee requesting to purchase such time presents medical documentation establishing that the employee is disabled and physically unable to continue as a Public Safety Officer. Whether said medical documentation is acceptable, shall be determined unilaterally by the City. The employee purchasing such Military Service Time must also then retire within thirty (30) days of the City agreeing that the documentation is acceptable.

ARTICLE XIII

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	\$100
After 10 years	\$200
After 15 years	\$300
After 20 years	\$400

ARTICLE XIV

UNIFORMS, SHOES AND BOOTS

The City agrees to furnish and maintain the required uniforms of uniformed employees as in the past. The replacement of uniforms shall be on the salvage system of turning in old uniforms.

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 and shoe allowance shall be \$100.00 per year maximum.

ARTICLE XV

COMPENSATORY TIME

Employees may earn and accumulate compensatory time in lieu of overtime pay, at the option of the employee, for a period not to exceed two (2) regular 40 hour work weeks, for a total of 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 any employee in lieu of overtime pay shall be credited at the rate of one and one-half time (1-1/2X) the number of overtime hours worked.

Public Safety Officers shall give notice of at least twenty-four (24) hours when requesting to use accrued compensatory time; however, a shift commander may grant time off for less than eight (8) hours at his discretion, providing the efficient operation of the Public Safety Department will not be hindered by his so doing.

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 overtime rate of pay, if such knowledge arises out of and in the course of such employee's employment.

ARTICLES XVI

GENERAL PROVISIONS

- (a) It is agreed by the parties to this Agreement that all Civic 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.
- (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) All employees who take and complete training courses that will benefit them in their work will, for the purpose of computing salary increments, be given credit for an additional year spent in the position occupied; provided that no increment will be allowed that will raise the salary beyond the maximum for the class, and further provided that such credit will not be allowed unless the course is approved by the Personnel Officer.
- (e) For new employees, the City retains the option of advancing increments based upon experience of the employee and City needs.
- (f) No person in the City classified service or seeking admission thereto, shall be appointed, demoted or removed or be in any way favored or discriminated against because of his political or religious opinions or affiliations or national origin.

(g) All employees governed by this Agreement will maintain residence within fifteen (15) road miles from the corporate City limits of the City of Escanaba.

(h) 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 this 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.

(i) 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 XVII

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 the Michigan Home Rule Act.

ARTICLE XVIII

TERM OF THIS AGREEMENT

The provisions of this Agreement and Addendum #1 thereto shall become effective as of July 1, 1995. This agreement shall continue in full force and effect until Midnight June 30, 1999 and for successive annual periods thereafter, unless not more than one hundred fifty (150) but a 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 termination, revision, modification, alteration, renegotiation, change or amendment or any combination thereof, shall have the effect of terminating this Agreement in its entirety on the expiration date in the same manner as a notice of desire to terminate, unless, before such date of termination, all subjects of agreement proposed by either party have been disposed of by agreement or by the party proposing amendment.

IN WITNESS WHEREOF, the parties hereto have caused their names to be subscribed by their duly authorized officers and representatives this 1-18-96.

CITY OF ESCANABA

TEAMSTERS UNION LOCAL NO. 328

BY Charles N. Adam
Mayor

DATE 1-18-96

BY [Signature]
Business Agent

DATE 1-18-96

BY Richard J. Allos
City Manager

DATE 1/18/96

ADDENDUM NO. 1
WAGE SCHEDULE

		<u>7/1/95- 12/31/95</u>	<u>1/1/96- 6/30/96</u>	<u>7/1/96- 12/31/96</u>	<u>1/1/97- 6/30/97</u>	<u>7/1/97- 12/31/97</u>	<u>1/1/98- 6/30/98</u>	<u>7/1/98- 6/30/99</u>
Public Safety Officer I	1st step	12.42	12.67	12.89	13.12	13.35	13.58	13.99
	2nd step	13.36	13.63	13.87	14.11	14.36	14.61	15.05
	3rd step	14.63	14.92	15.18	15.45	15.72	16.00	16.48
	4th step	15.57	15.88	16.16	16.44	16.73	17.02	17.53
Public Safety Sargeant		16.34	16.67	16.96	17.26	17.56	17.87	18.41
Detective		17.82	18.18	18.50	18.82	19.15	19.49	20.07
Clothing Allowance		0.19	0.19	0.19	0.19	0.19	0.19	0.19
		<u>18.01</u>	<u>18.37</u>	<u>18.69</u>	<u>19.01</u>	<u>19.34</u>	<u>19.68</u>	<u>20.26</u>
Detective/Sargeant		18.71	19.08	19.41	19.75	20.10	20.45	21.06
Clothing Allowance		0.19	0.19	0.19	0.19	0.19	0.19	0.19
		<u>18.90</u>	<u>19.27</u>	<u>19.60</u>	<u>19.94</u>	<u>20.29</u>	<u>20.64</u>	<u>21.25</u>
Detective/Licutenant - 1st step		18.41	18.78	19.11	19.44	19.78	20.13	20.73
Clothing Allowance		0.19	0.19	0.19	0.19	0.19	0.19	0.19
		<u>18.60</u>	<u>18.97</u>	<u>19.30</u>	<u>19.63</u>	<u>19.97</u>	<u>20.32</u>	<u>20.92</u>
Detective/Licutenant - 2nd step		18.88	19.26	19.60	19.94	20.29	20.65	21.27
Clothing Allowance		0.19	0.19	0.19	0.19	0.19	0.19	0.19
		<u>19.07</u>	<u>19.45</u>	<u>19.79</u>	<u>20.13</u>	<u>20.48</u>	<u>20.84</u>	<u>21.46</u>
PSO II/Licutenant 1st step		16.70	17.03	17.33	17.63	17.94	18.25	18.80
PSO II/Licutenant 2nd step		17.13	17.47	17.78	18.09	18.41	18.73	19.29
Dispatchers	75.0% 1st step	8.76	9.02	9.20	9.39	9.58	9.77	10.07
	80.0% 2nd step	9.34	9.62	9.82	10.02	10.22	10.42	10.74
	85.0% 3rd step	9.93	10.23	10.43	10.64	10.85	11.08	11.41
	90.0% 4th step	10.51	10.83	11.04	11.27	11.49	11.73	12.08
	92.5% 5th step	10.80	11.13	11.35	11.58	11.81	12.05	12.41
	97.5% 6th step	11.39	11.73	11.96	12.21	12.45	12.70	13.08
	100.0% 7th step	11.68	12.03	12.27	12.52	12.77	13.03	13.42

NOTE #1

Detective	=	PSO I + 14.5%
Detective Sergeant	=	PSO I + 20.2%
Detective Lieutenant	=	PSO I + 21.3%
Sergeant	=	PSO I + 5.0%
PSO II (Lieutenant)	=	PSO I + 10.0%

NOTE #2

The factors for the Detective Positions are in lieu of Holiday Pay, Sunday Pay, and Shift Premium Pay. Detectives regularly scheduled to work those days, and shifts, will not receive these premiums.

NOTE #3

Employees assuming a higher classification for eight consecutive hours will receive the higher rate.