

**ARTICLE 1  
PURPOSE AND INTENT**

Section 1.1

The general purpose of this agreement is to set forth wages, hours and working conditions which shall prevail for the duration of this agreement and to promote orderly and peaceful labor relations. It is understood that the mutual interest of the community and the job security of the Employees depends upon the Employer's ability to continue to provide the municipal services desired by the Community. To this end the Employer and the Union agree to abide by the terms of this agreement.

Section 1.2

For employment matters not addressed in this agreement Employees covered by this agreement shall be covered by the Employer's written personnel policies as amended from time to time.

Section 1.3

An emergency financial manager appointed under the local government and school district fiscal accountability act may reject, modify or terminate this collective bargaining agreement as provided in the local government and school district fiscal accountability act.

**ARTICLE 2  
RECOGNITION**

Section 2.1

The Employer does here by recognize the Union as the sole and exclusive representative of all Public Safety Captains and Lieutenants of the City of Essexville. It is mutually recognized and understood that the Director of Public Safety may serve as a Captain or a Lieutenant as agreed upon by the City of Essexville. This excludes dispatchers, clerks and all others for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions on employment otherwise subject to negotiations during the term of this agreement.

Section 2.2

The Employer agrees not to enter into any agreement with another labor organization during the life of this Agreement with respect to Employees covered by this agreement; or any agreement or contract with said Employees, individually or collectively, which in any way conflicts with the terms or provisions of this agreement, or which in any way affects wages, hours or working conditions of said Employees, or any individual Employee, or which in any way may be considered a proper subject for collective bargaining. Any such agreement shall be null and void.

**ARTICLE 3  
MANAGEMENT'S RIGHTS**

Section 3.1

The Employer, on behalf of the electors of the City of Essexville, hereby retains and reserves unto itself, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and by the generality of the foregoing.

Section 3.2

The Union acknowledges that, except as specifically limited or abrogated by the express terms of this agreement, all rights to manage, direct and supervise all facets of the operations of the City of Essexville and its Employees are vested solely and exclusively in the Employer.

**ARTICLE 4  
MANAGEMENT SECURITY**

Section 4.1

The Union agrees that during the life of this agreement, neither the Union, nor its agents, nor its members will authorize, instigate aid, condone or engage in a work stoppage, slowdown, strike or any other concerted activity which interferes with the operations of the Employer. The Employer agrees that during the same period there will be no lockouts.

Section 4.2

Individual Employees or groups of Employees, who instigate aid or engage in a work stoppage, slowdown, strike or any other concerted activity which interferes with the operations of the Employer, may be disciplined up to and including termination of employment.

Section 4.3

The Union also agrees that, except as specifically provided for in the express terms of the agreement, Employees covered by this agreement shall not be permitted to engage in a Union activity during working hours.

**ARTICLE 5  
UNION MEMBERSHIP**

Section 5.1

Membership in the union is not compulsory. Regular Employees have the right to join, not join 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. Membership in the Union is separate, apart and distinct from the assumption of his or her equal obligation to the extent that he or she receives equal benefits. The Union is required under this agreement to represent all of the Employees in the bargaining unit fairly and equally without regard to whether or not an Employee is a member of the Union. The current or future employment of bargaining unit Employees is not contingent upon membership in the Union or the payment of union dues or fees.

As soon as practical following the decision to hire a new Employee into the bargaining unit, the Employer shall notify the Union of newly-hired bargaining unit Employees and provide the Union an opportunity during the onboarding process to meet with newly-hired bargaining unit Employees to discuss the Employees' options with respect to becoming or not becoming a member of the Union.

Each Employee who becomes a member of the Union after June 27, 2018, must sign the Union's Application for Union Membership and Authorized Dues Deduction Card. Employees shall do so with the understanding that the dues authorization and assignment shall be irrevocable for the term of the applicable contract between the Union and the Employer or for one year, whichever is the lesser. The membership shall automatically renew itself for successive yearly or applicable contract periods

thereafter, whichever is the lesser, unless the Employee gives written notice to the Employer and the Union at least sixty (60) days, but not more than ninety (90) days before any periodic renewal date of this authorization and assignment of the Employee's desire to revoke same. Such authorization and assignment is voluntary and not conditioned upon present or future membership in the Union.

#### Section 5.2

The Union will protect, save harmless, and indemnify the Employer from any and all claims, demands, suits, and other forms of liability by reason of action taken by the Employer for the purpose of complying with this article of the Agreement.

#### Section 5.3

The Employer will not aid, promote or finance any labor group or organization which purports to engage in collective bargaining or make any agreement with any such group or organization for the purpose of undermining the terms of this agreement.

### **ARTICLE 6 UNION MEMBERSHIP AND CHECK-OFF OF UNION DUES**

#### Section 6.1

To the extent the laws of the State of Michigan permit, it is agreed that:

1. The current or future employment of bargaining unit employees is not contingent upon membership in the Union or the payment of union dues or fees.
2. The Employer agrees to make Union payroll deductions **\*\*once or twice\*\*** each month from the pay of the employees who have authorized that such deductions be made as set forth in Subsections 4 and 5.
3. As soon as practicable following the decision to hire a new employee into the bargaining unit, the Employer shall notify the Union of newly-hired bargaining unit employees and provide the Union an opportunity during the onboarding process to meet with newly-hired bargaining unit employees to discuss the employees' options with respect to becoming or not becoming a member of the Union.
4. Each employee who becomes a member of the Union after June 27, 2018, must sign the Union's Application for Union Membership and Authorized Dues Deduction Card, and shall do so with the understanding that the dues authorization and assignment shall be irrevocable for the term of the applicable contract between the Union and the Employer or for one year, whichever is the lesser, and shall automatically renew itself for successive yearly or applicable contract periods thereafter, whichever is the lesser, unless the employee gives written notice to the Employer and the Union at least sixty (60) days, but not more than ninety (90) days before any periodic renewal date of this authorization and assignment of the employee's desire to revoke same. Such authorization and assignment is voluntary and not conditioned upon present or future membership in the Union.
5. The Employer shall not make any Union payroll deductions from any employee without written authorization from the employee. In the case of an employee who becomes a member after June 27, 2018, written authorization must be in the form of a signed and completed Application for

Union Membership and Authorized Dues Deduction Card, as well as any additional written authorization as the Employer may require. In the event the terms of the Employer's written authorization conflicts with the terms of the Union's Card, the terms of the Card shall be controlling. For an employee who became a member prior to June 27, 2018, the employer must have from the employee written authorization showing the employee's clear intent to participate in Union payroll deductions.

6. Employees may resign their Union membership at any time by notifying the Union, but may still be responsible for payroll deductions as set forth in Subsection 4.
7. Deductions for any calendar month shall be remitted to the Union. In the event that a refund is due to any employee for any sums deducted from wages and paid to the Union, it shall be the responsibility of such employee to obtain the appropriate refund from the Union.
8. The Employer shall not be liable for the remittance or payment of any sums other than those constituting actual deductions made. If the Employer fails to make a deduction for any employee as provided, it shall make that deduction from the employee's next pay period in which such deduction is normally deducted after the error has been called to its attention by the employee or the Union.
9. If there is an increase or decrease in Union payroll deductions, as determined and established by the Union, such changes shall become effective upon the second pay period following notice from the Union to the Employer of the new amount(s).
10. The Union will protect, save harmless, and indemnify the employer from any and all claims, demands, suits, and other forms of liability by reason of action taken by the employer for the purpose of complying with this article of the Agreement.

## **ARTICLE 7 GRIEVANCE PROCEDURE**

### Section 7.1

Definition of a Grievance: A Grievance is defined as a disagreement arising under and during the term of this agreement, concerning the implementation and application of the express terms of this agreement.

### Section 7.2

An Employee who believes he or she has a grievance must submit his or her complaint orally to the Director of Public Safety or his or her designee within forty-eight (48) hours (Saturdays, Sundays and Holidays excluded) after the occurrence of the event upon which his complaint is based. The Director of Public Safety or his/her designee shall give the Employee a verbal answer within forty-eight (48) hours (Saturdays, Sundays and Holidays excluded) after the complaint has been submitted to him/her. In the event the complaint is not satisfactorily settled in this manner, it shall become a grievance and the following procedure shall apply.

### Section 7.3

Working days for the purpose of this Article shall be Monday through Friday, excluding (Saturday, Sunday and any Holiday).

### Section 7.4

STEP ONE: To be processed under this grievance procedure, a grievance must be reduced to writing in triplicate, stating the facts upon which it is based, when the event occurred and specifying the Section of the contract which allegedly has been violated. The grievance must be signed by the Employee who is filing the grievance and must be presented to the Director of Public Safety or his/her designee within five (5) working days after the occurrence of the event upon which it is based. The Director or his/her designee shall give written answer to the aggrieved Employee within five (5) working days after receipt of the written grievance. If the answer is satisfactory, the Employee shall so indicate on the grievance form and sign it with the two (2) copies of the grievance thus settled, retained by the Employee and one (1) copy retained by the Director of Public Safety.

STEP TWO: If the grievance is to be appealed to the Second Step, the Steward shall notify the City Manager, in writing within three (3) working days after receipt of the written First Step answer of a desire to appeal the grievance. If such a written request is made, the City Manager and/or his designee shall meet with a representative designated by the Union within seven (7) calendar days thereafter to discuss the grievance. A written Second Step answer to the grievance shall be given to the Union within seven (7) calendar days after such meeting. If the answer at this stage is satisfactory, the Union representative and the grievant shall so indicate on the grievance answer and sign it with two (2) copies of the grievance thus settled, retained by the Union and one (1) copy by the City Manager.

STEP THREE: In the event the grievance is not settled in Step Two, the Union or Employer only shall submit the grievance to arbitration through the Federal Mediation and Conciliation Service in accordance with its Voluntary Labor Arbitration Rules then in effect provided such submission is made within fifteen (15) working days after receipt of the answer. Failure to request arbitration in writing within such period shall be deemed a withdrawal of the grievance and it will not be considered further in the grievance procedure. The arbitrator shall have no authority to add to, subtract from, change or modify any provision of this agreement but shall be limited solely to the interpretation and application of the express provisions of the agreement.

### Section 7.5

However, nothing contained herein shall be construed to limit the authority of an arbitrator, in his own judgement, to sustain, set aside or modify any disciplinary action taken by the Employer. The decision of the arbitrator shall be final and binding upon the parties hereto.

The expenses and fees of the arbitrator shall be shared equally by the Employer and the Union. The arbitrator shall be requested by the Employer and the Union. The arbitrator shall be requested to issue a decision within thirty (30) days after the conclusion of testimony, argument and submission of briefs.

### Section 7.6

The arbitrator shall make no award, which provides the Employee compensation greater than would have resulted if there had been no violation.

### Section 7.7

Time limits at any step of the grievance procedure may be extended only by a mutually written agreement between the Employer and the Union. In the event the Union does not appeal a grievance from one step to another within the time limits specified, the grievance shall be considered as being settled on the basis of the Employer's last answer. In the event the Employer fails to reply to a grievance, the grievance shall automatically be referred to the next step in the grievance procedure.

## **ARTICLE 8 DISCHARGE AND DISCIPLINE**

### Section 8.1

The Employer agrees that, except for probationary Employees and in circumstances as set forth below, the concept of progressive discipline is hereby adopted to govern disciplinary action. It is also understood and agreed that the Employer reserves the right to suspend or discharge an Employee for a serious infraction without instituting progressive discipline, provided however; non-probationary Employees shall retain recourse to the grievance procedure. It is also understood and agreed that the Employer will review annually and amend as necessary changes to the applicable policies governing discipline with a copy of amended or otherwise revised changes to said policy provided to the Union. The Union maintains all rights to bargain any and all changes to the policies, procedures, rules and regulations as provided by the law.

### Section 8.2

Any non-probationary Employee who is suspended or discharged and, who believes such discipline is without just cause, may file a written grievance related to such discipline provided such grievance is filed within three (3) working days of issuance of such discipline.

1. The Employer agrees to promptly notify the Union in writing of such suspension or discharge. Such notice will contain the reasons underlying the suspension or discharge.
2. It is understood and agreed that when an Employee files a grievance with respect to his suspension or discharge, the act of filing such grievance shall constitute his authorization to the Employer to reveal to the participants in the grievance procedure any and all information available to the Employer concerning the alleged offense and such filing shall further constitute a release of the Employer from any and all claimed liability by reason of such disclosure.
3. No member shall be required to make any statements concerning the alleged offense prior to instituting the grievance procedure.
4. The discharged or disciplined Employee will be allowed to discuss his discharge or discipline with the Steward or alternate Steward of the group and the Employer will make available an area where he may do so before he is required to leave the property of the Employer. Upon request, the Employer or his designee will discuss the discharge or discipline with the Employee and the Steward or Alternate Steward.

### Section 8.3

If the Employer believes that an Employee has violated a department rule or rules, the Employer shall promptly notify the Employee of such.

**ARTICLE 9  
LOST PAY**

Section 9.1

If an Employee is entitled to recover lost pay as a result of a disciplinary suspension or a termination being set aside or modified through the grievance procedure, such lost pay shall be calculated based on the Employee's regular wage rate at the time of such termination or the start of such suspension less any compensation the Employee may have earned from other employment during such period.

**ARTICLE 10  
SENIORITY**

Section 10.1 Departmental Seniority

Seniority shall be defined as an Employee's length of continuous full-time Employment with the Public Safety Department of the Employer since his last hiring date. "Last Hiring Date" shall mean the date upon which an Employee first reported to work at the instruction of the Employer and since which date he has not quit, retired or been discharged. No time shall be deducted from an Employee's seniority due to absence occasioned by authorized leave of absence, vacations, sick or accident leaves or for layoffs due to lack of work or funds except as herein provided.

Section 10.2 City-Wide Seniority

City-wide seniority shall be defined as an Employee's length of continuous full-time employment with the City of Essexville and shall be used for the purpose of pension and paid time off (PTO) accumulation.

Section 10.3 Classification Seniority

Classification seniority is defined as the period of time an Employee works in a particular classification.

Section 10.4 Probationary Employees

All new Employees shall be probationary until they complete twelve (12) consecutive months of employment with the Employer. The Employer may, in its sole discretion, extend an Employee's probationary period by up to an additional six (6) consecutive months provided the Employer gives notice of such extension to the Union and prior to the completion of the Employee's initial twelve (12) month probationary period.

The purpose of the probationary period is to provide an opportunity for the Employer to determine whether the Employee has the ability and other attributes, which qualify him for regular Employee status. During the Employee's probationary period, the Employee shall have no seniority status and the Employee may be disciplined, up to and including discharged, in the sole discretion of the Employer without recourse to the grievance procedure.

The Employer shall give written notice to the Union if it terminates the employment of a probationary Employee. At the conclusion of the Employee's probationary period, the Employee's name shall be added to the seniority list as of his last hiring date.

### Section 10.5 Seniority List

The Employer will maintain an up-to-date seniority list. A copy of the seniority list will be posted on the appropriate bulletin board every twelve (12) months. The names of all Employees who have completed their probationary period shall be listed on the seniority list in order of their last hiring date. Employee names shall appear on the seniority list alphabetically by first and last name if two (2) or more Employees share the same last hire date.

### Section 10.6 Status

Employees hired on the same date shall be advised at the time of hiring as to seniority status.

### Section 10.7 Termination

An Employee's seniority shall be terminated for the following reasons:

1. If he/she quits, retires or is justifiably discharged.
2. If following a layoff for lack of work or funds, he/she fails or refuses to notify the Director of Public Safety of his/her intention to return to work within five (5) working days after a written notice sent by certified mail of such recall is sent to his/her address on record with the Employer.
3. If following layoff for lack of work or funds, he/she having notified the Director of Public Safety of his/her intention to return to, fails to do so within fourteen (14) working days after such notice is sent.
4. If he/she is absent for three (3) calendar days without notifying the Directory of Public Safety, when possible, prior to or within such three (3) day period of a justifiable reason for each absence.
5. When he/she has been laid off for lack of work funds for a period of twenty-four (24) or more consecutive months.

### Section 10.8

Any Employee who accepts a position with the Employer, which is outside of the bargaining unit, shall have his or her classification and departmental (if outside Department of Public Safety) seniority frozen at the effective date of such transfer and shall not earn any additional classification and/or departmental seniority while working outside of the bargaining unit. If an Employee who transfers from the bargaining unit, as set forth above, returns to the bargaining unit, he or she shall resume all classification and/or departmental seniority earned by the Employee at the time the Employee accepted a position outside the bargaining unit. Such Employee shall be credited with all service time with the Employer for purposes of city-wide seniority.

### Section 10.9

Upon written agreement by the Employer, except as a result of a layoff, any Employee who has transferred to a position outside the bargaining unit may return to the bargaining unit provided that no bargaining unit Employee will be laid off as a result of the Employee returning to the bargaining unit.

Section 10.10

If an Employee who has transferred to a position outside of the bargaining unit is laid off from his or her position outside of the bargaining unit, such Employee may return to the bargaining unit and replace (through the layoff of) the least senior bargaining unit Employee provided the returning Employee has more seniority than the Employee he or she is replacing.

**ARTICLE 11  
LAYOFF**

Section 11.1

If it is necessary for the Employer to lay off Employees in the Department of Public Safety, probationary Employees shall be laid off first. Thereafter, if it is necessary to further reduce the number of Employees in a job classification unit, Employees shall be removed on the basis of their classification seniority in inverse order of their seniority, provided always that the remaining Employee has the skill to perform available work in such classification.

The employer shall give written notice to the employees and the Steward of any proposed layoff. Such notice shall be submitted at least fourteen (14) calendar days before the effective date the layoff is to begin.

Provided however, if an employee is laid off, he or she may exercise the right to bump the lowest seniority employee in any bargaining unit classification that is equal to or lower than the classification the employee holds at the time of his or her layoff. An equal or lower classification shall be one that has a top rate of base pay equal to or lower than the classification affected by the layoff.

Section 11.2

Employees shall be recalled in accordance with their classification seniority. Notice of recall may be made by telephone, confirmed by certified mail to the Employee's last known address.

**ARTICLE 12  
VACANCY AND/OR NEW POSITION**

Section 12.1

Vacancies or a newly created position within the bargaining unit, covered by the terms of this agreement, shall be posted in a conspicuous place in the Public Safety Department at least ten (10) days prior to filling such vacancy or newly created position. Such posting shall include the required qualifications for the position. Employees, who wish to be considered for such positions, shall apply in writing, prior to the conclusion of the ten (10) days. Employees not present during the posting period shall be notified of the position by the Steward or Alternate Steward. Only applicants that are, in the sole opinion of the Employer, qualified to fill vacancies or new positions shall be given consideration by the Employer when filling vacancies or new positions.

Section 12.2

Temporary assignments to a higher classification for the purpose of filling vacancies of Employees who are absent will be granted to the senior qualified person for the job. When a temporary assignment exists, the Employee(s) filling the higher classification shall receive the rate of pay for those hours worked.

When an Employee is temporarily assigned to work in a lower classification, he/she shall not suffer a reduction in pay.

Temporary assignments to a higher classification will not be for a period of longer than ninety (90) days, unless mutually agreed upon by the Union and Employer.

### Section 12.3

It is mutually understood and accepted that the Essexville Public Safety Department will have a minimum of two (2) Supervisors or administrators but may add more should the articulable need arise. Title changes of supervisory positions are permitted to reflect the needs or responsibilities of Law Enforcement or the Fire Department. A title change alone is not construed as a vacant or new position so long as afforded benefits and pay remain intact as set forth in this agreement. At any point which an absolute benefit such as wage increase is made, outside of section 12.2, it is considered a new classification.

## **ARTICLE 13 LEAVES OF ABSENCE WITHOUT PAY**

### Section 13.1

Leave of Absence: The Employer may, in its sole discretion, grant an unpaid leave of absence without loss of seniority to an Employee requesting such leave. The maximum leave of absence shall be for ninety (90) days. All requests and approvals for such leaves of absence must be in writing. The Employee shall be responsible to pay the cost to continue health, life and short-term disability insurance and pension benefits during the time the Employee is on such unpaid leave.

### Section 13.2

Union Leave: The Employer agrees to grant up to three (3) working days per calendar year, without discrimination or loss of seniority rights and with pay, to one Employee designated by the Union to attend a labor convention, education conference or another official Union function, in a fashion consistent with any other request for time off. If such attendance would pose undue and burdensome overtime costs for the Employer, the Employer may require that in lieu of overtime pay for attendance, compensatory time may be accrued instead.

### Section 13.3

Active and Reserve Military Leave: Leave of absence without pay and without loss of seniority shall be granted to Employees who are active in the National Guard or a branch of the Armed Forces Reserves for fulfilling their training obligations or tours of active duty. Applications for a leave of absence for such purpose must be made as soon as possible after the Employee's receipt of his/her orders. Nothing contained herein shall prohibit the Employee from using accrued PTO for annual field training obligations.

A full-time Employee who enters the military service by draft or enlistment shall be granted a leave of absence without pay and without loss of seniority for that purpose. At the conclusion of such leave of absence the Employee shall be reinstated in accordance with all applicable provisions of the Selective Service Training Act and other applicable laws then effective.

**ARTICLE 14**  
**LEAVES OF ABSENCE WITH PAY**

Section 14.1 Short-Term Disability Leave

1. The Employer shall provide each Employee with short-term disability insurance coverage that will provide benefits to the Employee for time lost from work due to a non-work related illness or injury. Such benefit shall be in the amount of two-thirds of the Employee's non-overtime normal gross pay for the time lost from work and for a period of up to twenty-six (26) weeks per individual occurrence beginning with the 8<sup>th</sup> calendar day of the non-work related illness or injury.
2. The Employer may require Employees who are off for an extended period of time (more than 3 workdays) to provide medical documentation that the Employee has been ill and/or sought medical attention during that absence. This may also occur if there is an articulable reason to believe an Employee is abusing PTO by claiming to be ill. This is allowed only if an articulable reason based on one or more facts by the Employer is relayed to the Union indicating the Employer's intent to seek such medical documentation for conference, with the ultimate decision resting on the Employer.
3. The Employer agrees to make the Employee's contribution to the Municipal Employees Retirement System based on the benefit the Employee receives while on "Short-Term Disability" so that the Employee does not lose service credit.
4. For purposes of continuing health insurance benefits, an Employee who is off work and drawing short-term disability benefits shall be considered working.

Section 14.2 Funeral Leave

Employees who request time off for funeral leave shall be extended all efforts to accommodate this request and shall be taken at face value without need of proof.

1. Paid funeral leave will be allowed for the death of a member of an Employee's Immediate family which is defined as the Employee's current spouse, child, brother, sister, parents, grandparents, grandchildren, mother or father of current spouse, sister or brother of current spouse, children of current spouse, son-in-law, or daughter-in-law. Relatives other than those are not considered immediate family for the purpose of this subsection. Funeral leave for immediate family members shall be allowed and paid for up to three (3) consecutive days.
2. It shall be mutually understood and agreed upon that a death outside of immediate family, is equally as impactful, regardless of blood lineage and that the Employer will make reasonable accommodations to allow for funeral leave of up to three (3) consecutive days. It is understood by all parties that family is subjective and carries the same grief irrespective of the blood lineage and that the Employer shall make all reasonable attempts to accommodate the grieving process.
3. Nothing herein contained shall be construed to prohibit the Employee from requesting additional time off for funeral arrangements and bereavement, with the additional time to be deducted from the Employee's PTO Bank.

Section 14.3 Personal Policy Amendment A. Paid Time Off (PTO) (effective January 1, 2018)

PURPOSE

The City of Essexville believes that Employees should have opportunities to enjoy time away from work to help balance their lives. The City recognizes that Employees have diverse needs for time off from work and has established this paid time off (PTO) policy to meet those needs. The benefit of PTO is that it promotes a flexible approach to time off. Employees are accountable and responsible for managing their own PTO hours to allow for adequate reserves if there is a need to cover vacation, illness or disability, appointments, emergencies or any other situations that require time off from work.

ELIGIBILITY

PTO is made available to Employees upon hire or transfer into a benefits-eligible position based on the following schedule. Eligible Employees must be scheduled to work at least 84 hours every two (2) weeks on a regular basis. Employees working less than 84 hours every two (2) weeks on a regular basis, on-call and temporary Employees are not eligible to receive PTO.

PTO ALLOWANCE TABLE

<b>Length of Service</b>	<b>Vacation (thru 2017)</b>	<b>Sick (thru 2017)</b>	<b>Personal (thru 2017)</b>	<b>Birthday (thru 2017)</b>	<b>PTO (Policy 2018)</b>
Hire	0 days	Prorated from the date of hire based on 10 days (80 hours) per year	5 days (40 hours)	1 day (8 hours)	48 hours + prorated time from the date of hire based on 80 hours per year.
1 year	5 days (40 hours)	10 days (80 hours)	5 days (40 hours)	1 day (8 hours)	168 hours
2 years	10 days (80 hours)	10 days (80 hours)	5 days (40 hours)	1 day (8 hours)	208 hours
5 years	15 days (120 hours)	10 days (80 hours)	5 days (40 hours)	1 day (8 hours)	248 hours
10 years	20 days (160 hours)	10 days (80 hours)	5 days (40 hours)	1 day (8 hours)	288 hours
16 years	21 days (168 hours)	10 days (80 hours)	5 days (40 hours)	1 day (8 hours)	296 hours
17 years	22 days (176 hours)	10 days (80 hours)	5 days (40 hours)	1 day (8 hours)	304 hours
18 years	23 days (184 hours)	10 days (80 hours)	5 days (40 hours)	1 day (8 hours)	312 hours
19 years	24 days (192 hours)	10 days (80 hours)	5 days (40 hours)	1 day (8 hours)	320 hours
20 years +	25 days (200 hours)	10 days (80 hours)	5 days (40 hours)	1 day (8 hours)	328 hours

## USE AND SCHEDULING OF PTO

Employees are required to use available PTO when taking time off from work with the exception of a company-required absence as approved by the Employee's supervisor or the City Manager. PTO may be taken in 1-hour increments. PTO may not be used for missed time because of Employee tardiness, except during inclement weather.

Whenever possible, PTO must be scheduled in advance. Time off should be scheduled with one (1) week notice for two or fewer days out of the office and two (2) weeks' notice for extended time away. PTO is subject to supervisory approval, department staffing needs and established departmental procedures.

Unscheduled absences will be monitored. An Employee will be counseled when the frequency of unscheduled absences adversely affects the operations of the department. The supervisor may request that the Employee provide a statement from a health care provider concerning the justification for an unscheduled absence. Five (5) personal days per year (included in the PTO allotment) will be allowed. When requesting to use one of the personal days, this must be notated at the time of request. This limits overtime costs as well as ensures preparedness for non-emergent staffing shortages.

If a paid holiday occurs when PTO is scheduled by an Employee, the Employee is not required to take PTO to cover the holiday.

An Employee's birthday shall be celebrated by the Employee on one of his or her regularly scheduled workdays by using PTO as it is included in the PTO Allowance Table. The City and department shall arrange said time off in keeping with the efficient operation of the department.

When PTO is used, an Employee is required to request payment of PTO hours according to his or her regularly scheduled workday. For example, if an Employee works an 8-hour day, he or she would request 8 hours of PTO when taking that day off. Likewise, when an Employee works a 12-hour day, he or she would request 12 hours of PTO. PTO is paid at the Employee's straight time rate. PTO is never paid at an overtime rate.

Employees may not borrow against their PTO banks; therefore, no advance leave without adequate PTO banked will be granted.

## ANNUAL PAYOUT OF PTO

The first pay period in December of each year, Employees may choose to take a payout of a maximum of 80 hours of PTO. With prior City Manager approval, Employees may elect to be paid out for the 80 hours of PTO during the first pay period of the following January instead.

## ANNUAL CARRYOVER OR PTO

At the end of each calendar year, Employees may carry over up to 80 hours of PTO to the new year. Employees must use the PTO no later than June 30<sup>th</sup> of the current year to ensure that time off is attributed to the appropriate fiscal year for accounting purposes.

## PTO PAYOUT UPON TERMINATION OF EMPLOYMENT

When an Employee is laid off for lack of work or quits with at least two (2) weeks' notice, he or she will be paid for any unused portion of the PTO remaining in his or her PTO Bank from the prior year and a prorated amount of PTO for the current year.

If an Employee is terminated for cause or quits without giving the required notice, no PTO payout will be allowed.

If an Employee retires, the Employee will be paid for any unused portion of the PTO remaining in his or her PTO Bank from the prior year and a prorated amount of PTO for the current year.

The Employee may also choose to use their banked PTO before retirement. Therefore, the Employee's last day of work may not be the same as his or her actual retirement date.

Once an Employee gives his or her two (2) weeks' notice, unless previously scheduled, no PTO may be used during the remaining weeks of work. This is to encourage a smooth transition following the Employee's departure.

### Section 14.4 Additional Provisions

1. In the case of a death of an Employee, he/she or his/her estate will be paid for all PTO hours accumulated in the bank less any proration.
2. If an Employee becomes ill and is under the care of a duly-licensed physician prior to or during scheduled time off for vacation, the Employee's time off may be rescheduled.
3. In the event of an on-the-job injury, Employees will accrue PTO per the schedule. The event related time off should not exceed one (1) year.
4. Time off may begin any day of the week and shall be in addition to regular days off.
5. The Employer and Employees recognize that the 12-hour shift matrix promotes more reliable and consistent coverage for the City of Essexville, while promoting a healthy personal life. The Employer shall maintain at least one person per shift for adequate coverage. Conflicting time off requests on a shift shall be given in order of seniority. It is understood and agreed that the Employer will make reasonable attempts to accommodate time off, providing it does not impede the efficient operations of the Public Safety Department.
6. An Employee has the liberty to trade shifts with other Employees, irrespective of job classification for the purpose of ensuring shift coverage. It is incumbent on the two individuals to keep track of "time owed" to the other Employee.

### Section 14.5

#### Schedules

Time off schedules will be worked out as far in advance as possible.

1. Each Employee may provide up to two "lock-in" time off requests per shift. These requests will be awarded based on Department seniority. "Lock-in" time off requests must be submitted no later than the second week in January. A "lock-in" time off request may be for any time period within the calendar year.
2. All other requests not "locked-in" must be submitted at least 14 days in advance.

### Shift hours

It is recognized that language herein supersedes the previously established letter of understanding recognizing the 12 hour shifts.

1. To maintain effective operations of the Public Safety Department, hours of a normal tour of duty shall consist of two primary shifts. Day shift and Night shift. The hours of those shifts shall be 0600-1800 for the Day shift and 1800-0600 for the Night shift.
2. It is recognized that shift times may be adjusted to reflect the needs and efficiency of the Public Safety Department.
3. It is recognized and understood that each shift is scheduled for 12 hours and that time worked over 12 hours is eligible for compensation at a time and one half rate.
4. It is also understood based on the matrixed schedule, there will be 84 hours worked in a pay period. These 84 hours will be worked at a straight time rate.

### Section 14.6 Compensatory time

An Employee may elect to receive compensatory time in place of paid overtime subject to the following provisions.

1. All overtime from each incident, at the choice of the Employee shall be converted to compensatory time or paid as overtime as provided elsewhere in the contract.
2. An Employee may not exceed the maximum accumulation of 80 hours of compensatory time at any one time.
3. Employees shall receive time and one-half (1 ½) compensatory time for each one (1) hour of overtime worked if such option is desired by the Employee.
4. It is recognized that there are limited instances where compensatory time may be awarded as the only option for overtime to ensure fiscal responsibility. An example would be a PSO requesting specialty training. The Employer may stipulate that instead of overtime, the Employee may only take compensatory time. The Employee SHALL be notified of this prior to the incident.

### Section 14.7 Jury Duty

Employees absent from employment to serve on jury duty shall be reimbursed by the Employer pursuant to the following schedule and procedures.

1. Employees shall give the Employer notice of the date of required jury duty as soon as the Employee is made aware that their service is needed.
2. The Employee shall keep the Employer abreast of the status of their duty.
3. The Employee shall experience no loss in benefits or pay while serving the terms of their jury duty.
4. All monies paid to the Employee by any other governmental agency for jury duty services are to be paid to the Employer.
5. Employees serving on jury duty are only eligible for their straight hourly wage.

**ARTICLE 15  
WAGES AND SALARIES**

Section 15.1

It shall be noted that until otherwise indicated, the pay schedule is consistent with a 42 hour work week or 84 hours bi-weekly.

Effective July 1, 2019

Length of Service	Rate per Hour	Annual Rate
Start	18.84	41,146.56
12 Months	20.38	44,509.92
24 Months	22.16	48,397.44
30 Months	23.74	51,848.16

Effective July 1, 2020

Length of Service	Rate per Hour	Annual Rate
Start	19.02	41,558.02
12 Months	20.58	44,955.01
24 Months	22.38	48,881.41
30 Months	23.97	52,366.64

Effective July 1, 2021

Length of Service	Rate per Hour	Annual Rate
Start	19.21	41,973.60
12 Months	20.78	45,404.56
24 Months	22.60	49,370.22
30 Months	24.21	52,890.30

Section 15.2

1. Public Safety Officers who hold the rank of Lieutenant (or classification equivalent) shall be paid at a rate of 12% more than the 30-month wage rate for Public Safety Officer as set forth in this schedule.
2. Public Safety Officers who hold the rank of Captain (or classification equivalent) shall be paid at a rate of 14% more than the 30-month wage rate for Public Safety Officer as set forth in this schedule.

Section 15.3 Corporal Fire Inspector

The position of Fire Inspector shall hold the rank of Corporal and shall be five percent (5%) above the 30-month wage rate for Public Safety Officer classification. The rank of Corporal shall be considered a supervisor as directed or in the absence of another supervisor.

Section 15.4

An Employee who is required to appear in court on his/her day off will be paid at the rate of time and one half (1 ½) of his hourly rate. Such Employee shall be granted a minimum of three (3) hours of pay for having to appear.

**ARTICLE 16  
HOURS OF WORK**

Section 16.1

The regular work day for all Employees shall be twelve (12) hours or eighty-four (84) hours within the bi-weekly pay period. It is agreed and understood that schedules may vary based on the needs of the organization or due to special assignment or position.

**ARTICLE 17  
OVERTIME**

Section 17.1

Overtime, excluding court appearances, shall not be granted unless first approved by the Director of Public Safety or his/her designee. It is recognized by the parties that occasions arise wherein an Employee, because of the unavoidable circumstances, may not be able to secure prior approval for overtime. In these cases, the Director of Public Safety shall not unreasonably refuse to approve such payment for overtime worked.

Section 17.2

There shall be a three (3) hour minimum paid for call backs at the rate of one and one half (1 ½) times the Employee's base rate. This shall exclude calls which full-time Employees are required to respond to while off duty for the Fire Department which will have a minimum of one (1) hour paid at the rate of one and one half (1 ½) times the Employees base rate. Each subsequent hour shall be calculated to the nearest quarter hour.

Section 17.3

Any Employee in the unit who is required to work in excess of twelve (12) hours per day or eighty-four (84) bi-weekly hours, shall be paid at a rate of one and one half (1½) times his/her regular hourly rate for each hour worked, or part thereof to the nearest quarter hour.

Section 17.4

An overtime record will be kept by the Director of Public Safety or his/her designee and overtime will be divided as equally as possible among the available Employees. Overtime will be equalized over a twelve (12) month period. If an Employee refuses the overtime work hours, the Employee shall be credited with the hours offered for the purpose of fairly tracking this equalization. An annual record shall be maintained in the Department to cover overtime and shall be accessible to all concerned. Overtime shall be offered first to the low overtime Employee. If the low overtime Employee refuses the overtime, it shall be offered to the Employee with the next lowest overtime hours and thereafter until filled. If refused by all regular full-time Employees, the least senior Employee personally contacted shall work.

Section 17.5

If the Public Safety Department is responsible to supply security for a Board of Education function (i.e. football game, basketball game, etc.) the Employer shall schedule the event with the Employee(s) at least thirty (30) days in advance, when possible, of said function. The overtime distribution system shall be used in scheduling of Employees for scheduled overtime. This shall first be available to the School Resource Officer per the terms outlined in the working contract between the Essexville-Hampton School District and the City of Essexville. This may, on occasion, be considered overtime. In which case, the School Resource Officer shall make the determination as to their availability for said overtime, first. It is also mutually recognized and understood that the PSO holding the position of School Resource Officer may alter, adjust or change their schedule to account for the function in question which thereby may eliminate the need for said overtime. It is mutually recognized and understood that the terms and conditions of the working contract between the School District and the City of Essexville should be given first priority with regard to staffing and overtime so as to maintain the integrity of a working relationship between the two parties.

#### Section 17.6

New Employees will be charged with the average recorded overtime when entering the Department, for overtime equalization purposes.

#### Section 17.7

Employees must accept or reject overtime a minimum of forty eight (48) hours prior to the date of the posted overtime to be worked. Any Officer not responding within the time allowed will be considered a refusal. It is agreed that court appearances and/or individual assignments based on involvement of an officer because of his closeness to a particular case or issue, shall not be counted as overtime worked for purposes of equalization. All other overtime work will be counted and used for equalization purposes.

#### Section 17.8

No auxiliary or part-time Employee shall perform the work normally done by regular full-time Employees to avoid the payment of overtime. In the case of layoffs due to funding, no auxiliary or part-time Employees may be utilized in lieu of a full-time Employee.

### **ARTICLE 18 SHIFT ASSIGNMENT AND PREMIUM**

#### Section 18.1

The Section is no longer applicable since the implementation of 12 hour shifts.

#### Section 18.2

A shift premium of fifty cents (\$0.50) per hour shall be added to the Employees' regular straight time hourly rate for all Employees who are scheduled to work the midnight shift. The shift premium applies to all hours actually worked on that shift.

Section 18.3 Shift Assignments - Public Safety Officers

In the first week of January of each year Public Safety Officers shall select to which available shift he or she wishes to be assigned.

Shift assignments shall be made on a classification basis. Shift assignments of non-probationary Employees shall be determined by seniority.

Section 18.4 Shift Assignments - Supervisors

Effective July 1, 2013, Supervisors may bid for his or her preferred shift based on his or her departmental seniority.

**ARTICLE 19  
HOLIDAYS**

Section 19.1

All non-probationary and regular Employees shall receive pay for holidays designated in section 19.2 below. Employees will be eligible to receive eight (8) hours of holiday pay for each listed holiday at the Employee’s regular pay rate.

1. Employees will receive eight (8) hours of pay or Compensatory time at the Employee’s regular wage as holiday pay. The Employee must designate his/her choice on the submitted time sheet or the Director of Public Safety or his/her designee may choose for the Employee.

Section 19.2

Paid holidays are designated as listed below:

New Year’s Day	Labor Day
President’s Day	Veteran’s Day
Good Friday	Thanksgiving
Easter Sunday	Christmas Eve Day
Memorial Day	Christmas Day
Fourth of July	New Year’s Eve Day

Section 19.3

When Employees are scheduled to work on any of the holidays designated in Section 19.2 above and when such scheduled time worked is a part of his or her regularly scheduled shift, the Employee shall be paid at the rate of one and one-half (1½) times his or her regular rate of pay for all such hours actually worked on the date of the holiday.

Employees who are requested to work on any of the holidays designated in Section 19.2 above and when such time worked is not a part of his or her regularly scheduled shift, the Employee shall be paid at the rate of two (2) times his or her regular rate of pay for all such hours actually worked on the date of the holiday.

All payment for time actually worked on any of the holidays designated in Section 19.2 above shall be in addition to holiday pay as set forth in Section 19.1 above.

Section 19.4

Employees scheduled to work on the day of a national or state election will be given up to one (1) hour off to vote. This is provided that the Employee has given notice of his/her desire to vote to the immediate supervisor at least one (1) day in advance of said election. This is also provided that the Employee is required to work the full duration the said polls are open.

**ARTICLE 20**  
**HOSPITALIZATION, PRESCRIPTION AND DENTAL INSURANCE**

Section 20.1

The Employer agrees to maintain group hospitalization insurance coverage as detailed below:

1. The Employer agrees to provide a comprehensive medical policy for all fulltime Employees and their dependents that includes Medical, Prescription, Dental and Vision coverage and may include a Health Savings Account (H.S.A.) if allowed for by the selected policy. The Employer reserves the right to review the policy annually during the renewal period in order to select the best policy available for the City.
2. If the selected comprehensive policy includes a high deductible plan and allows for an H.S.A., the City agrees to fund the H.S.A. in the amount of the deductible for either the single Employee or the Employee family deductible amount.
3. The Employee will pay a percentage of the premium cost of the selected comprehensive policy and a percentage of the H.S.A. contribution through payroll deduction over 26 pay periods annually. The required payroll deduction will be determined during the renewal period.
4. The Employee shall, to the extent permitted by law, establish a payroll deduction mechanism to allow Employees to set aside on a pre-tax basis a portion of the Employee's gross pay to be used to pay the Employee's share of health insurance premiums.
5. The employer's cost to fund annual increases in health insurance premiums shall be limited to 8%. Proposed premium increases to the employer above 8% may at the option of the bargaining unit be absorbed by the Employees through additional payroll deduction. It may also trigger the Employer, after consultation with the Employees, to seek alternative coverage as close in benefit levels to the existing coverage as possible below the 8% limit.
6. In the event an active Employee is eligible to receive health insurance through the City and has available coverage they deem adequate through a spouse's Employer or other means and elects to utilize this alternative coverage, then he or she shall be eligible to receive payment from the City equal to (20%) of the net monthly premium the City would otherwise be paying. Beginning June 1, 2017, this will cap with a maximum payout of \$200.00 per month or \$2,400.00 per year.

Section 20.2

The Employer reserves the right to change insurance providers, or self-insure such coverage, provided such insurance providers are authorized to transact business in Michigan and provided that health insurance benefit levels remain substantially equivalent to the current coverage. The Employer agrees to

provide the Union with forty-five (45) days of notice if it elects to change insurance providers or self-insure such health insurance coverage.

**ARTICLE 21  
LIFE INSURANCE**

Section 21.1

The Employer agrees to provide and pay the full premium of term life insurance for each Employee with an aggregate benefit in the amount of \$75,000.00.

**ARTICLE 22  
GENERAL INSURANCE**

Section 22.1

The Employer shall provide, as a part of general coverage, false arrest insurance not less than the current level and shall continue to do so as long as such insurance is available and is economically feasible.

**ARTICLE 23  
RETIREMENT**

Section 23.1

The Employer shall participate in the Municipal Employees Retirement System ("MERS") and adopt benefit Plan B-4 with the F55/25 waiver. Employees hired after September 1, 2011 shall be covered under Benefit Plan B-3 with FAC-3 and the F55/25 waiver. Part-time Employees shall not be covered under the pension plan. Effective January 1, 2018 the Employer no longer offers the MERS Defined Benefit Plan to those hired after that date. Those hired after January 1, 2018 may participate in the MERS Defined Contribution Plan (401K) with an Employer match of up to 6% maximum. There is also a 457 Plan available as a separate investment device through payroll deduction with no Employer participation.

For current and future retirees who are eligible to receive Employer provided retiree health care benefits, such benefits shall survive the expiration of this Collective Bargaining Agreement.

**ARTICLE 24  
LONGEVITY**

Section 24

No current/future Employees qualify for Longevity.

**ARTICLE 25  
JOB RELATED EDUCATION**

Section 25.1

For regular fulltime Employees who have completed their probationary period, the Employer agrees to reimburse any tuition payments which are not payable by any other organization, made by said Employee for approved courses taken at any accredited college or university. In order to qualify for tuition reimbursement, the Employees must receive approval of the courses before enrollment, said course or courses must be job related or course necessary to the achievement of a degree in Police and Fire Administration and must be successfully completed with at least a "C" grade. In addition to reimbursement for tuition, the Employer agrees to pay to the Employee five dollars (\$5.00) per credit for

college credits applicable towards a degree in Police or Fire Administration earned in any one year. Payment is to be made July 1st of each year.

**ARTICLE 26  
PAY PERIOD**

Section 26.1

All Employees in the unit shall be paid biweekly. No more than fourteen (14) days shall be withheld from any Employee in the unit. Each Employee shall be provided with an itemized statement of his earnings and all deductions made for any purpose upon request of such Employee.

**ARTICLE 27  
SUPPLEMENTAL EMPLOYMENT**

Section 27.1

Employees may engage in supplemental employment if they so desire, provided however, that the following rules regarding such employment are complied with:

1. Requests for permission to engage in supplemental employment shall be submitted to the Director of Public Safety in writing stating the proposed hours of work and the nature of the work. No supplemental employment will be permitted without prior approval of the Director of Public Safety, and such permission may be revoked by the Director of Public Safety.
2. It is understood and agreed that the first obligation of the Employee is to the Employer and supplemental employment shall in no way conflict with regular assigned duties.

**ARTICLE 28  
PERSONNEL FILE**

Section 28.1

The Employer shall maintain a single personnel file for all Employees. An Employee may review his or her personnel file as provided by law. Personnel files will be kept confidential to the extent permitted by law. The Employer shall notify the affected Employee if a request to access the Employee's personnel file is made by persons other than its own personnel.

**ARTICLE 29  
STEWARDS**

Section 29.1

The Employer recognizes the right of the Union to designate a steward and an alternate steward from the seniority list described in Article 10. Once a steward and an alternate steward are selected, their names will be submitted to the Director of Public Safety and City Manager. The authority of the steward and alternate steward so designated by the Union shall be limited to and shall not exceed the following duties:

1. Investigating and processing grievances in accordance with the provisions of the grievance procedure.
2. The transmission of such messages and information which shall originate with and are authorized by the Union or its officers, provided such messages and information;
  - a. have been reduced to writing,

- b. if not reduced to writing, are of a routine nature and do not involve work stoppages, slowdowns, refusal to handle goods or any other interference with the work of the Public Safety Department.
3. The steward or alternate steward shall be permitted reasonable time to investigate, present and process grievances on the premises of the Public Safety Department without loss of time or pay during his/her regular working hours. Such time spent in handling a grievance during the steward's regular working hours shall be considered working hours in computing daily and/or weekly overtime if within the regular schedule of the steward.
4. Only one (1) person, the steward or alternate steward shall be paid by the Employer for time spent during his scheduled working hours in grievance meetings, arbitration or contract negotiations.

**ARTICLE 30**  
**EXAMINATIONS AND IDENTIFICATION FEES**

Section 30.1

If the Employer, with cause, requires that an Employee submit to a physical or psychological examination to determine such Employee's fitness to perform the duties of his or her job, the Employee shall promptly comply with the Employer's directive. The Employer shall select the physician and/or psychologist to perform such examination and the Employer shall pay the costs for all such examinations.

If the Employee disagrees with the results of such examinations, the Employee may seek another opinion and submit to another examination with a physician or psychologist of his or her choosing. The Employee shall be responsible to pay the cost of such examinations.

Section 30.2

The nature of the job of a Public Safety Officer is such that peer support, counseling, substance abuse counseling and other similar services may from time to time be needed. The Employer agrees to make available such resources at no cost to the Employee for no fewer than five (5) sessions. The Employee shall not experience a shortage in work hours and shall not be compelled to use PTO or compensatory time unless they choose to.

Section 30.3

If the Employer requires Employees to carry personal identification, the Employer shall provide such personal identification at the Employer's expense.

**ARTICLE 31  
UNIFORMS/EQUIPMENT**

Section 31.1

- A. The Employer shall pay for the maintenance of Employee's uniforms. The Employer shall purchase and replace Employee's uniforms outlined below when determined necessary by a supervisor:

3 Pair Trousers	1 Gun Belt
3 Winter Shirts	1 Hand Cuff Case
3 Summer Shirts	1 Ammunition Pouch
1 Winter Jacket	1 Holster
Body Armor	Weapon – City Supplied

- B. The City of Essexville will maintain no less than four functional vehicles suitable for patrol function in its accessible fleet.

Section 31.2

Upon providing documentation acceptable to the Employer, each Employee will be reimbursed the cost incurred by the Employee to purchase boots, flashlights and other equipment used in the course of his/her employment. The total of such reimbursement paid to any Employee shall not exceed six hundred dollars (\$600.00) over the life of this agreement. Any firearm purchase must be preapproved by the Range Master and must be purchased with the intent of being utilized as a primary or backup firearm. It shall be noted that the funds to accommodate a reimbursement are often shared with other needs of the department. It may be required in articulable circumstances that the full dollar reimbursement be broken into no less than \$200 per year to accommodate the efficient operations of the department. Should an Employee be unable to utilize their full reimbursement benefit in order to ensure efficient operations of the Department, that Employee shall then, and only under those circumstances be afforded the opportunity to carry forward for one year the remaining balance of reimbursement monies. Any Employee unable to maximize their reimbursement benefit shall be informed in writing with the reason specified.

Section 31.3

The Employer agrees to provide rain gear in each department vehicle.

**ARTICLE 32  
FIREARMS**

Section 32.1

The Employer shall provide all sworn law enforcement officers a minimum of one duty weapon. Such duty weapon shall be owned by the Employer. See Section 31.2 above regarding backup firearms

**ARTICLE 33  
FIRE PAY**

Section 33.1

Off Duty Public Safety Officers shall receive 1½ times their normal rate of pay for fires, medical and monthly instructional meetings. Pay shall be for a one hour minimum at time and one-half, and any time in excess of the minimum one hour shall be computed to the nearest quarter of an hour.

**ARTICLE 34  
BULLETIN BOARD**

Section 34.1

The Employer shall furnish and maintain a suitable bulletin board in a convenient place for the posting of Union notices and other material. No material shall be posted that is demeaning to the character of the Employer or any Employee of the Employer.

**ARTICLE 35  
UNION MEETING**

Section 35.1

The Union may schedule and conduct its meetings on Public Safety Department property provided it does not disrupt the duties of the Employees or the efficient operation of the Department.

Section 35.2

All records, reports and other information pertaining to a pending grievance of an involved Employee shall be made available for inspection by the Union.

**ARTICLE 36  
GENERAL SUPERVISION**

Section 36.1

Under general supervision, bargaining unit members shall perform all duties assigned including, but not limited to, responsible law enforcement, patrols and fire-fighting work, regulation of traffic, protection of life and property and prevention of crime and disorder.

**ARTICLE 37  
NON PUBLIC SAFETY DUTIES**

Section 37.1

Employees covered by this agreement shall not be required to perform general custodial or janitorial work or perform major building or vehicle maintenance or repair.

**ARTICLE 38  
LOCKS AND LOCKERS**

Section 38.1

The Employer agrees to furnish locks, which officers shall install on the lockers in the locker room.

**ARTICLE 39  
SHIFT CHANGE**

Section 39.1

An Employee's regular workday or shift, as posted per section 44.1, may only be changed by mutual agreement between the Employee and the Director of Public Safety or his or her designee except as provided in Section 45.1 of this agreement.

**ARTICLE 40  
EQUIPMENT RESPONSIBILITY**

Section 40.1

Employees covered by this agreement shall be responsible for all personal equipment and fire-fighting equipment assigned to them.

**ARTICLE 41  
RESIDENCY**

Section 41.1

Employees shall be permitted to reside outside of the corporate limits of the City of Essexville. It is expected that the distance would not pose a lapse in the efficient operations of the Public Safety Department for regular shifts or during a call-back or emergency when the PSO in question is required to respond. The distance has previously been listed contractually as 20 miles from the corporate limits of the City of Essexville. Residence shall mean the abode or premises where a person permanently lives and resides.

**ARTICLE 42  
POLITICAL ACTIVITY**

Section 42.1

Employees have the same rights to participate in political activity while off duty and out of uniform as any citizen. However, it is understood that they shall not hold the position of City Council member or Mayor while an Employee of the City.

**ARTICLE 43  
PROMOTIONAL PROCEDURES**

Section 43.1

1. An examination may be given when a vacancy occurs for the purpose of filling classification vacancies.
2. The examination to fill the vacancy in the department classification will be open to all departmental personnel, provided however, applicants must have completed their probationary period.
3. The examination to fill the vacancies of Sergeant (or classification equivalent) will be open only to those applicants having a minimum of three (3) years of seniority (seniority in current classification) as a Public Safety Officer with the City of Essexville. Said three (3) years of seniority shall be obtained on or before the testing date in order to qualify.
4. The following percentages will be applied when scoring applicants:
  - a. Written test - 40% of total score. Scoring determined by a mutually agreed upon party.

- b. Oral test - 40% of total score. Oral Board: at least two police officials, one local fire official and at least one other community representative deemed appropriate by the Employer.
- c. Seniority - 1% for each year completed. Example: 4 years = 4%, 7 years = 7%, 10 years = 10%; Maximum of 10 years = 10%.
- d. Evaluation - 10%

An Employee who receives a promotion to a higher classification shall serve a six (6) month orientation period. During this time, the Employee may, of his or her own choice, return to his or her position that was held prior to the promotion. The Employer may also, with or without cause, return the Employee to his or her former position.

Promotions shall be made from the promotional list provided the list contains a sufficient number of qualified Employees to fill the opening(s) at the time the promotion is made. The Employer shall maintain a promotional list for a period of two years after the completion of the promotional examination.

**ARTICLE 44  
WORK SCHEDULES**

Section 44.1

Work schedules shall be posted forty-five (45) days in advance and shall cover at least a sixty (60) calendar day period of time. All Employees shall receive a copy of the work schedule.

**ARTICLE 45  
RELIEF OFFICERS**

Section 45.1

Public Safety Officers may be required to alter their work schedule provided they receive a minimum of twelve (12) hours advance notice. If less than twelve (12) hours of notice is given, said officer shall have the right to refuse said change. If any work schedule is altered by order, the officer shall receive (12) hours of compensatory time for each alteration.

**ARTICLE 46  
FIRE CHIEF**

Section 46.1

It is mutually recognized and understood that given the laws, requirements and administrative rules governing a fire department, that a part-time paid on-call qualified Employee may be called upon to fill the office of Fire Chief for the City of Essexville. Such requirements at a minimum shall be met by MIOSHA part 74 or applicable laws or administrative rule. Said Fire Chief shall be considered an administrator and supervisor within the Public Safety Department and represented as a "Chief" within the Department whose scope shall not extend outside of the fire division with respect to orders, directives and/or discipline and may not interfere with active assignments of a Police Officer.

**ARTICLE 47  
SUBCONTRACTING**

Section 47.1

For the purpose of preserving work and job opportunities for the Employees covered by this agreement, the Employer agrees that no work or services presently performed or hereafter assigned to the collective bargaining unit will be subcontracted, transferred, leased, assigned or conveyed in whole or in part to any other plant, vendor, person or non-unit Employee so long as any Employee in the bargaining unit is on layoff due to lack of work.

**ARTICLE 48  
NIGHT SHIFT COVERAGE**

Section 48.1

There shall be three (3) officers assigned to the night shift. Minimum staffing levels per night shift shall be one officer.

**ARTICLE 49  
BODY ARMOR VEST**

Section 49.1

Body armor vests will be provided for each officer. Body armor shall be replaced by the Employer as needed and/or based on the manufacturer's recommendation.

**ARTICLE 50  
PROTECTIVE BARRIER**

Section 50.1

A protective barrier shall be installed between the front and rear sections of all of the patrol vehicles.

**ARTICLE 51  
MAINTENANCE OF STANDARDS**

Section 51.1

The Employer agrees that all conditions of employment relating to wages, hour of work and general working conditions, all of which are described elsewhere in this agreement, are minimum standards in effect at the time of the signing of this agreement, and must be improved voluntarily by the Employer, if possible. Conditions of employment shall be improved wherever specific provisions for improvement are made elsewhere in this agreement.

The Public Safety Department shall provide each individual with their respective job description annually as well as any instance in which there is a change to the job description. The union shall maintain the right to bargain any changes to the aforementioned job descriptions.

**ARTICLE 52  
SEVERABILITY**

Section 52.1

If any Article, section or sub-section of this agreement, or any rider hereto, should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article, section or sub-section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this agreement and of any rider hereto, or application of such Article, section or sub-section to persons or circumstances where other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

**ARTICLE 53  
CORRECTIVE ACTION**

Section 53.1

In the event that any Article, section or sub-section is held invalid, or enforcement of or compliance with which has been restrained, as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations, upon request of either party hereto, for the purpose of arriving at a mutually satisfactory replacement for such Article, section or sub-section during the period of invalidity or restraint.

If the parties do not agree on a mutually satisfactory replacement within sixty (60) days after beginning of the period of invalidity or restraint, either party shall be permitted all legal recourse in support of its demands, notwithstanding any provisions in this agreement to the contrary subject to the restrictions of statute, regulation or law.

**ARTICLE 54  
CONTINUATION OF AGREEMENT**

Section 54.1

It is mutually agreed that the specific terms, provisions or conditions of this agreement can be changed or modified any time during its term by written mutual consent of the Employer and the Union. Should either party not agree to such written consent, the contract shall continue in full force and effect during its term.

**ARTICLE 55  
TERM OF AGREEMENT**

Section 55.1

This agreement and schedules attached hereto, shall be in full force and effect from July 1, 2019, to and including June 30, 2022, shall continue in full force and effect from year to year thereafter unless written notice of the desire to cancel or terminate the agreement is served by either party upon the other at least sixty (60) days prior to the expiration of this agreement.

## Section 55.2

It is further provided that where no such cancellation or termination notice is served and the parties desire to continue said agreement but also desire to negotiate changes or revisions into this agreement, either party may serve upon the other, a notice of at least sixty (60) days prior to either date mentioned above, advising that such party desires to continue this agreement but also desires to revise or change the terms or conditions of this agreement.

**ARTICLE 56  
ACCEPTANCE AND SIGNATURES**

Section 56.1

This agreement is hereby accepted by the City of Essexville, Michigan, The Essexville Public Safety Officers Association and Police Officers Labor Council, and shall be binding upon each party respectively.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement

FOR THE EMPLOYER

FOR THE UNION

By: \_\_\_\_\_  
Scott W. Wittbrodt, Mayor

By: \_\_\_\_\_  
Christopher M. Watts, POLC Labor Representative  
Police Officers Labor Council

By: \_\_\_\_\_  
Sarah J. Wilcox, City Clerk

By: \_\_\_\_\_  
Nathan House, Steward  
Essexville Public Safety Command Association

By: \_\_\_\_\_  
Nate VanTifflin, Alternate Steward  
Essexville Public Safety Command Association

Date: \_\_\_\_\_

Date: \_\_\_\_\_

APPROVED AS TO SUBSTANCE

By: \_\_\_\_\_  
Daniel J. Hansford, City Manager

APPROVED AS TO FORM

By: \_\_\_\_\_  
Gerald Pergande, City Attorney