

6/30/94

A G R E E M E N T
BETWEEN
THE CITY OF PORT HURON
MUNICIPAL HOUSING DEPARTMENT
AND
UTILITY WORKERS UNION OF AMERICA
AFL-CIO
AND ITS LOCAL 532
(HOUSING DEPARTMENT - CLERICAL)

Port Huron, City of

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A G R E E M E N T

THIS AGREEMENT, made and entered into the 10th day of August, A.D., 1992, and amended this 29th day of September 1987, by and between the CITY OF PORT HURON, MICHIGAN, party of the first part, and hereinafter termed the Employer, and UTILITY WORKERS UNION OF AMERICA, AFL-CIO, and its LOCAL 532, parties of the second part, hereinafter called the Union.

PURPOSE AND INTENT: The general purpose of this agreement is to set forth terms and conditions of employment, and to promote orderly and peaceful labor relations for the mutual interest of the Employer, the 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 - GENERAL CONDITIONS

SECTION 1-1 SCOPE OF AGREEMENT AND OPERATIONS COVERED

It is understood and agreed that this Agreement shall cover all housing aides and clerk typists, as defined in the State of Michigan Labor Mediation Board Certified Case No. R80 C-177, dated April 25, 1980, who perform work for the Municipal Housing Department, City of Port Huron, County of St. Clair, in the State of Michigan, excluding all others.

SECTION 1-2 RECOGNITION

Section 1-2.1

The Employer recognizes the Union as the exclusive collective bargaining agent with respect to rates of pay, hours and other conditions of employment, as called for by this Agreement for all workers performing the work within the classifications contained in this Agreement for the City of Port Huron, County of St. Clair, in the State of Michigan.

Section 1-2.2(1)

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

Section 1-2.2(2)

Membership in the Union is separate, apart and distinct from the assumption by one of their equal obligation to the extent that he/she received 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 terms of the Agreement have been made for all employees in the bargaining unit and not only for members in the Union, and this Agreement has been executed by the Employer after it has satisfied itself that the Union is the choice of a majority of employees in the bargaining unit.

Section 1-2.2(3) Probationary Employees

Each newly hired employee shall be a probationary employee for the first one hundred eighty (180) calendar days of employment; provided, however, the Employer shall have the right, at its option, to extend any such probationary period an additional one hundred eighty (180) calendar days in those cases where the probationary employee's qualifications and/or ability to perform the work for which he/she was hired are in doubt, in the opinion of the Employer.

When an employee completes their thirty-first (31st) day, they shall qualify for Union membership. The one hundred eighty-first (181st) or three hundred sixty-first (361st) calendar day following date of hire, whichever shall apply, shall commence all benefits to which regular permanent employees are entitled. Prior to such time, however, no probationary employee shall be represented by the Union, but will receive fringe benefits as follows:

- (1) Blue Cross and Blue Shield, or equivalent.
- (2) Life Insurance
- (3) Holiday Pay

Section 1-2.3

In accordance with the policy set forth under Paragraph (1) and (2) of this Section, all employees in the bargaining unit shall, as a condition of continued employment pay to the Union, the employee's exclusive collective bargaining representative, an amount of money equal to that paid by other employees in the

bargaining unit who are members of the Union, which shall be limited to an amount of money equal to the Union's regular and usual dues. For permanent regular employees, such payments shall commence on the first day following the thirty-first (31st) day of such employee.

Section 1-2.4

During the period of time covered by this Agreement, the Employer agrees to deduct monthly from the pay of any employee all dues and/or initiation fees of the Union levied in accordance with its Constitution and By-Laws; provided, however, that the Union presents to the Employer authorizations, signed by such employee, allowing such deductions and payments to the Union. Changes either as to additions or deletions in Union membership or changes in dues rates will be certified to the Employer by the Union at least one (1) month in advance of the effective date of the change. This may be done through the Treasurer of the Local.

The Union will indemnify, defend and hold the Employer harmless against any claims made and against any suit instituted against the Employer on account of any check-off of Union Dues.

Section 1-2.5

Amount of initiation fee and dues will be certified to the Employer by the Treasurer of the Local.

Section 1-2.6

If any provision of the Chapter is invalid under the Federal Law or the State of Michigan law, 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 1-3 MANAGEMENT CLAUSE

The Employer shall remain vested with all management functions, including but not limited to, the direction of the staff, the full and exclusive right to hire, promote, demote, discharge for cause, discipline employees consistent with a merit system of personnel management; to promulgate rules and regulations governing the conduct of employees and to require their observance; to make temporary job assignments necessary to insure the efficient performance of work; to control the use of vacations so as not to jeopardize the functions of the Employer; to establish and direct the location and methods of work, job assignments and work schedules; to maintain order and efficiency; to determine the hours of work including starting and quitting time, length of work week; and to accomplish the reduction of the work force for efficiency purposes, to control, direct and supervise all equipment, subject to the terms of this Agreement. The Employer further reserves the exclusive right to subcontract

any work or public services and to merge any of said work or public services with other governmental entities; provided that the Union shall be notified five (5) days in advance of such subcontracting if it will result in direct layoffs. The Employer agrees to exercise all reasonable effort possible to find suitable placement with city employment for any employees affected by subcontracting on the part of the Employer.

SECTION 1-4 STEWARD

The Union shall notify the City of its elected Steward. The authority of Steward shall be limited to and shall not exceed the following duties and activities. The Employer and the Union agree that any grievance, dispute or complaints arising out of the interpretation or application of the contents of the Agreement may be handled during the final hour of work shift when practicable.

(1) The investigation and presentation of grievances to the Employer in accordance with the provisions of this Agreement.

(2) The collection of dues, when authorized by appropriate Local Union action.

(3) The transmission of such messages and information which shall originate with, and are authorized by the Local Union, of its officers, provided such messages and information,

(a) have been reduced to writing, or

(b) if not reduced to writing, are of a routine nature and do not involve work stoppages, slow-downs, refusal to handle goods, or any other undue interference with the Employer's business.

The Steward shall head the seniority list for purposes of layoff and shall be subject to all terms and conditions of this Agreement. The Steward shall not have preferential seniority.

During contract negotiations, the two (2) elected officers who comprise the Bargaining Committee of the Local Union listed above, shall be allowed to attend those negotiations with no loss of pay.

The Employer agrees to permit the Steward to post and maintain Union notices on the premises when expressly authorized by an Officer of the Union and approved by the Employer.

The Steward and/or members shall have no authority to take strike action or any other action interrupting the Employer's business. The Employer recognizes these limitations upon the authority of the Union Steward and/or members, and shall not hold

the Union liable for their unauthorized acts. The Employer in so recognizing such limitation, shall have the authority to render proper discipline including discharge without recourse, of any Steward in the event such Steward has taken such unauthorized strike action, slow-down or other work stoppage in violation of this Agreement and applicable State law. The Officers and Stewards shall be employees of the Employer, and shall perform the duties of the classification for which they are employed.

SECTION 1-5 OTHER AGREEMENTS

Section 1-5.1

The Employer agrees not to enter into any Agreement with employees, individually or collectively covered by this Agreement, during the life of this Agreement, which in any way conflicts with the terms or provisions of this Agreement. Any such agreement shall be null and void.

Section 1-5.2

This Agreement shall be binding upon the parties hereto, their successors, administrators and executors. Any successor shall be given notice of the existence of this Agreement, and a copy of such notice shall be sent to the Union.

SECTION 1-6 PROTECTION OF RIGHTS

Section 1-6.1 Picket Lines

It shall not be a violation of this Agreement, and it shall not be cause for discharge or disciplinary action in the event an employee refuses to enter upon any property involved in a primary labor dispute, or refuses to go through or work behind any primary picket line.

Section 1-6.2 Grievances

Within five (5) working days of filing of grievances claiming violation of Section 1-6.1, the parties to this Agreement shall proceed to the final step of the Grievance Procedure, without taking any intermediate steps, any other provision of this Agreement to the contrary notwithstanding.

SECTION 1-7 SENIORITY

Section 1-7.1

Seniority shall start from the last date of hire, and shall be City Wide within the department. Seniority rights for employees shall prevail within the bargaining unit in reducing the working force because of lack of work or other legitimate cause. The last employee laid off shall be the first employee

rehired. In laying off and rehiring employees, the work performed by the employee, the classification of the employee shall be considered to be determining factors along with seniority; provided, however, that where a technical skill is not an important consideration their seniority shall be the determining factor.

Any employee laid off under the above procedure will be given the opportunity to bump other employees in classifications either laterally or down.

Employees will be notified of layoff at least twenty-four (24) hours in advance or sooner if possible.

Section 1-7.2

Seniority shall be broken only by discharge for just cause, resignation or more than a twenty-four (24) month lay-off. In the event of a lay-off of less than twenty-four (24) months, "an employee so laid off shall be given ten (10) calendar days notice of recall mailed to his last known address". In the event the employee fails to make themselves available for work at the end of said ten (10) calendar days, they shall lose all seniority rights under this Agreement.

Section 1-7.3

A list of employees arranged in the order of their seniority and classification shall be posted in a conspicuous place at their place of employment. Any controversy over the seniority standing of any employee on this list shall be referred to the Grievance Procedure for settlement. Such determination shall be made without regard to whether the employees involved are members of the Union.

Section 1-7.4

Any employee employed in a classification covered by this Agreement, who is or has been promoted or transferred to a non-unit position shall not accumulate bargaining unit seniority while they work in the non-unit position.

SECTION 1-8 MAINTENANCE OF STANDARDS

The Employer agrees that all conditions of employment relating to wages, hours of work, overtime differentials and general working conditions shall be maintained during the term of this Agreement at not less than the highest standards established by this Agreement. The conditions of employment shall be improved wherever agreed upon. It is agreed that the provisions of this Section shall not apply to inadvertent or bonafide errors by the Employer or the Union in applying the terms and conditions of this Agreement if such error is corrected within ninety (90) days from the date of error.

SECTION 1-9 ACCIDENT REPORTS

Section 1-9.1

Any employee involved in any accident shall immediately report said accident and physical injury sustained. When required by the Employer, the employee, before starting their next shift shall make out an accident report in writing on forms furnished by the Employer and shall turn in all available names and addresses of witnesses to any accidents. Failure to comply with this provision shall subject such employee to disciplinary action by the Employer.

SECTION 1-10 BONDS

Should the Employer require any employee to give bond, any premium involved shall be paid by the Employer.

SECTION 1-11 STRIKING

The Union and its members agree to abide by the State Laws applicable to the rights of municipal employees to strike. It is further agreed that in all cases of any unauthorized strike, slowdown, walkout or cessation of work, the Union shall not be liable for damage resulting from such unauthorized acts of its members. While the Union shall undertake every reasonable means to induce such members to return to their jobs during such period of stoppage of work mentioned above, it is specifically understood and agreed that the Employer during the first twenty-four (24) hours of such work stoppage, shall have the sole and complete right to reasonable discipline short of discharge. Union members involved in such unauthorized acts shall not be entitled to or have any recourse to any other provisions of this Agreement. During the course of this Agreement, the City of Port Huron agrees that it will not lock out its employees.

After the first twenty-four (24) hour period of such stoppage, however, the Employer shall have the right to immediately discharge any Union member participating in any unauthorized or illegal strike, slowdown, walkout or any other unauthorized cessation of work, and such Union member shall not be entitled to or have any recourse to any other provisions of this Agreement.

SECTION 1-12 JOB OPENINGS

All job openings in any classification covered by this Agreement, to be filled, shall be posted for application within five (5) days after vacancy occurs, for a period of five (5) days, and applications shall be submitted in writing during this period. A job opening or promotion shall be awarded the employee on the basis of City-wide seniority within the department, merit and ability, provided however, no one employee shall make no more

than one (1) successful application more frequently than once every six (6) months.

An eligible applicant, as ascertained on the foregoing basis, shall serve a sixty (60) calendar day probationary period in the new job classification to determine: 1) their desire to remain on the job, and 2) their ability to perform the job. During said probationary period, the employee shall have the opportunity to return to their former classification. If the employee is unsatisfactory in the new position, notice and reasons shall be submitted to the Union Steward, in writing by the Employer, with a copy to the Employee.

In the event any employee is promoted to a supervisory position, their probationary period shall be for twelve (12) months during which time they may be returned to the bargaining unit by the Employer, or may return voluntarily during the twelve (12) months following the promotion, but shall not be permitted to bump or replace another who succeeded to their job as a result of the promotion. The employee will be returned (during the first twelve [12] months), however, to the same classification.

SECTION 1-13 TRAINING

Section 1-13.1 Required Training

The Employer has the sole right to designate required training courses and required testing. Required training will be paid at a straight time rate. When training falls within the employee's scheduled work shift, at the City's option, the employee may be paid at straight time rate, or allowed time off scheduled work shifts equivalent to time spent in training. A

minimum grade of "C" shall constitute satisfactory completion, or when grades are not given, a certificate of satisfactory completion is required. Provided, when applicable, an average grade of "C" shall constitute satisfactory completion grade for required and voluntary training.

Section 1-13.2 Voluntary Training

The Employer has the sole right to determine courses and training opportunities which may be made available to affected employees. Upon specific approval of the City, employees may be allowed to participate in optional training courses. Time spent on such optional training courses will not be paid for by the City. The City will pay costs of books, tuition and other course fees upon satisfactory completion of the approved course. A minimum grade of "C" shall constitute satisfactory completion, or when grades are not given, a certificate of satisfactory completion is required. Provided, when applicable, an average grade of "C" shall constitute satisfactory completion grade for required and voluntary training.

ARTICLE II - CLASSIFICATION AND COMPENSATION

SECTION 2-1 CLASSIFICATION AND COMPENSATION RATES

The classification and rates of compensation for employees in this bargaining unit are attached hereto as Appendix "A", and agreed to be part of this Agreement. (Amended 08-10-92)

Section 2-1.1

When a new job classification is created for which a rate of pay has not been established by this Agreement, the rate applicable to such new classification shall be subject to negotiations, and the rate negotiated shall be effective as of the date the new job classification was created.

SECTION 2-2 OVERTIME

Section 2-2.1 Time and One-Half

All hours worked by employees in excess of seven and one-half (7-1/2) hours in any one work day or thirty-seven and one-half (37-1/2) hours in any one (1) week, shall be paid at the rate of time and one-half the regular hourly rate, but not both. Should a legal holiday or equipment shortage prevent an employee from working thirty-seven and one-half (37-1/2) hours during their work week, the thirty-seven and one-half (37-1/2) hour minimum will be reduced accordingly for the purpose of awarding overtime payment.

Section 2-2.2 Double Time

Employees will be paid double time for work performed on a Sunday, provided the Sunday work does not fall within their regularly assigned work week.

Section 2-2.3 Holidays

Employees will be paid two and one-half times for work performed on a legal holiday. (Note: a) Employees will be paid holiday pay computed on the basis of seven and one-half (7-1/2) hours of straight time rate. b) Any employee required to work on a holiday shall be paid in addition to the above, time and one-half their regular rate for all hours actually worked on the holiday up to seven and one-half (7-1/2) hours. c) Any employee required to work overtime on a holiday; i.e, in excess of seven and one-half (7-1/2) hours, shall be paid two and one-half (2-1/2) times their regular rate for such overtime actually worked.)

Section 2-2.4 Opportunities

Overtime opportunities will be offered on a voluntary basis first within section, by classification, and by seniority; provided, however, in emergencies (situations having a detrimental affect on the health and safety of the general public and/or a substantial negative impact on continuing operations) the least senior employee in the required classification may be required to perform the overtime.

Section 2-2.5 Compensatory Time

Both the Employer and the Union agree that the decision as to whether to grant compensatory time in lieu of paid overtime upon the employee's request is a management prerogative.

- 1) Compensatory time off at overtime rates, may be authorized when such time off will not impair the efficiency of the office.
- 2) Prior approval of the Department Head or his designated representative must be given prior to recording compensatory time in lieu of overtime pay.
- 3) Compensatory time off shall be scheduled at the discretion of the Department Head or the designated representative.
- 4) Compensatory time off shall be taken during the same calendar year in which it was earned, except compensatory time earned in the months of November and December may be taken in the next calendar year.
- 5) The earning and taking of compensatory time shall be recorded by the Department Head's secretary in the record book provided.

SECTION 2-3 LONGEVITY COMPENSATION

Longevity payments will be made to all employees with continuous full-time service according to the following schedule:

(a) 2 1/2% per year applied to annual base pay being received by the employee after five (5) years of continuous full-time service.

(b) 5% per year applied to the annual base pay being received by the employee after ten (10) years of continuous full-time service.

(c) 7 1/2% per year applied to annual base pay being received by the employee after fifteen (15) years of continuous full-time service.

(d) 10% per year applied to the annual base rate being received by the employee after twenty (20) years of continuous full-time service.

Longevity compensation is based upon total, continuous length of service with the City, and does not relate to length of service in a particular classification. Longevity date begins with date of hiring as regular probationary employees. Such service must be continuous unless on authorized leave of absence.

Longevity compensation payments will become effective at the first pay period following the employee's date of eligibility for the longevity payment and prorated to become a part of the employee's pay check and paid every pay period.

Hires on or after January 1, 1988. All new full time employees hired on or after January 1, 1988 who, in the future, may qualify for longevity compensation, will not be covered under the above described longevity payment policy. Those employees hired on or after January 1, 1988 will receive an annual lump sum longevity bonus payment based upon their annual base salary in effect at the time of the payment as follows:

<u>Years of Service</u>	<u>Percent (%) of Annual Base Salary for Bonus Payment</u>
5	2 1/2%
10	5 %
15	7 1/2%
20	10 %

The bonus payment shall be made on the first pay day in the month of January of the following year. A pro-rated bonus payment shall be made for employees who become eligible for the payment or a higher level of payment during the preceding year.

SECTION 2-4 EMERGENCY CALL OUT

In any case when an employee is called out on an emergency, they shall receive a minimum of two (2) hours pay at overtime rates for such call out. If such call out emergency work occurs within two (2) hours before starting time of the employee's normal shift, they shall be paid one and one-half (1-1/2) time their normal rate for the first two (2) hours actually worked that day, and straight time thereafter until the normal hours of their said shift have been completed.

ARTICLE III - IN-SERVICE ACTIVITIES

SECTION 3-1 REQUEST FOR LEAVE

Requests for any type of leave, except sick leave, shall be made on the prescribed form and shall, whenever possible, be made far enough in advance to permit approval. However, leave with pay may be granted where an employee is unable, by reasons of illness or other incapacity, to file application for leave in time for payment for such absence, on the payroll for the period in which the absence occurred.

SECTION 3-2 VACATION LEAVE

Section 3-2.1

Each permanent full-time employee may be allowed vacation leave in accordance with the following subsection, except that no employee will be entitled to vacation leave until they have served the Employer for at least six (6) months, after which they shall be entitled on the January 1st following the date of full-time employment to that portion of vacation leave accumulated during the previous calendar year. Thereafter, all vacation leave will accrued on a calendar year basis with each employee entitled to vacation time as earned in the previous calendar year. Vacation leave shall be accrued as of the date the employee enters the employ of the Employer.

Section 3-2.1(1) Permanent Employees

Vacation leave shall be earned at the rate of fourteen (14) work days per twelve (12) month period on the Employer's payroll as a permanent employee. Legal holidays falling within a vacation leave period are not included as part of such leave.

Section 3-2.2

All employees on their anniversary date will become eligible for an additional five (5) work days vacation, on completion of ten (10) years of service with the Employer. Furthermore, all employees on their anniversary date will be granted an additional five (5) work days vacation on completion of fifteen (15) years of service with the Employer, and all such employees shall be given the option of having a cash payment in lieu of time off for this additional five (5) work days vacation. Cash payment shall be at the regular rate of pay. Employees would be eligible in subsequent years for the above days after their anniversary date and will schedule the additional days as outlined in Section 3-2.3. Such additional leave shall not be cumulative from year to year. If the employee selects cash payment in lieu of five (5) work days vacation, payment will be made on the first pay day in the month of January of the following year.

Any excess days beyond the twenty-eight (28) days authorized accumulation caused as a result of longevity vacation may only be carried over to the employee's next anniversary date.

Section 3-2.3 Schedule

Vacation leave for employees should be scheduled in weekly periods. Vacation leave for periods less than one (1) week will be allowed only when it is necessary for the good of the service and when approved by the Department Head. Due regard will be given to employee desires regarding vacation time.

Section 3-2.4 Accumulated Vacation Leave

Vacation leave may be accumulated to a maximum of twenty-eight (28) work days without the approval of the Department Head, but under no circumstances may an employee absent themselves from their position for vacation leave for longer than twenty-eight (28) work days in any one calendar year. In the case of new employees, necessary adjustments shall be made after the completion of one (1) year, to put such vacation leave on a calendar year basis.

Section 3-2.4(1)

Time lost by an employee by reason of leave of absence without pay or time otherwise not worked nor paid for, shall not be considered in computing earned allowance on vacation leave, however, employee will be entitled to remaining vacation on a pro-rated basis.

Section 3-2.4(2)

An employee who has served the Employer at least six (6) months and is separated from the service, will be entitled to pay for any unused portion of their accumulated vacation leave allowance.

Section 3-2.5 Advance Pay

Notify the Department Head of request for an advance pay one week prior the ending of the pay period in which employee desires the money. The payroll department will determine the approximate amount of earnings and will issue a general fund check. This advance check will be distributed to the employee along with the regular pay. Any difference between the employee's check and the advance received will be paid to the employee in their next check.

SECTION 3-3 SICK LEAVE

Section 3-3.1

Each permanent full-time employee may accumulate sick leave in accordance with the following subsections, except that no employee will be entitled to sick leave until they have completed their probationary period. Sick leave shall be accrued as of the day an employee enters the service of the Employer, and shall be computed and allowed on the calendar year basis.

Section 3-3.1(1)

Each regular full-time employee shall be entitled to sick leave with full pay on one (1) day for each completed month of service.

Section 3-3.1(2)

When an employee is unable to report for work on account of illness, or any other reason, it will be the responsibility of the employee or some member of their household to notify the supervisor or department head by telephone or messenger at the starting time, if possible, and if not, as soon as possible thereafter. If the supervisor or department head is not readily available by telephone, then the employee shall notify the employee on duty at their normal place of work. Thereafter, the employee on duty shall not leave their post until suitable replacement arrangements have been made. Unless the above procedure is complied with, no sick leave will be approved except upon approval by the Personnel Officer.

Section 3-3.1(3)

Any employee who has accumulated a sufficient number of sick days shall have the privilege of using up to, but not in excess of, three (3) sick days for each calendar year as sick leave to be deducted from said employee's accumulation of sick leave for the purpose of attending to the medical and dental needs of the employee or a member of her immediate family. Immediate family shall be defined as wife, husband, unmarried children, parents and grandparents.

If an employee reports for work at the regular starting time of their shift and consequently must, due to illness "book off", they will be charged sick leave as follows:

Hours Booked Off

Sick Leave Days Charged

1	.1
2	.3
3	.4
4	.5
5	.7
6	.8
7	.9
8	1.0

Section 3-3.2 Accumulated Sick Leave

Sick leave may be accumulated if not used during the year accrued, but the total accumulation shall not exceed one hundred forty (140) days. Sick leave will not be allowed for any day on which an employee would not have otherwise worked; provided, that fifty percent (50%) of accumulated sick leave shall be paid an employee terminating employment with the City at their then current rate of pay provided they have worked a minimum of ten (10) continuous years with the City.

Section 3-3.2(1) Anticipated Sick Leave

Sick leave may be taken in excess of the amount then accumulated, but not in excess of the total amount which would be accumulated at the end of the calendar year. Such usage of anticipated sick leave will be dependent upon the employee's previous sick leave record and must be approved by the employee's Department Head and the Personnel Officer.

Upon separation from the service, the employee shall be charged for sick leave taken in excess of the amount accumulated.

Section 3-3.3 Physician's Certificate

A certificate of inability to work by reason of illness from a licensed doctor of medicine, examination by the City physician, or other physician designated by the Personnel Officer, and such other evidence of illness or inability to work as the Personnel Officer may deem necessary may be required as evidence of the illness before compensation for the period of illness is allowed.

Employees on authorized absence for a month or longer due to illness, or for a period due to injury, shall return to duty only after examination and release for work by the City physician or upon approval of the Personnel Officer.

In cases of extended absence on approved sick leave, the Personnel Officer may require that absence reports be submitted routinely by the Department Head of the department affected.

Any medical fee for examination only by the City physician or medical doctor designated by the Employer, incurred as a result of the above requirements, shall be paid by the Employer.

In addition to the above, after any three (3) separate sick leave occurrences, the Personnel Officer may require employee to provide a certificate of inability to work by reason of illness from a licensed doctor of medicine. In these cases, the employee will be responsible for any costs incurred in obtaining the certificate.

Section 3-3.4 Disability Income Plan (Amended 12-88)

The Disability Income Plan covers all new employees hired on or after January 1, 1988. The Plan provides that employees will be eligible to receive benefits in the amount of 67% of their current bi-weekly rate of pay, which is defined as base salary plus longevity. Benefits will be effective on the first day of any accident and on the fifth working day of an illness for a maximum of fifty-two weeks. The fifty-two week maximum starts on the first day the employee is absent from a regularly scheduled work day. Newly hired employees will be covered by this Plan upon completion of their initial probationary period. The Plan specifics are as follows:

1. The employee must be under the care of a qualified physician and the physician must certify that you are temporarily disabled and unable to perform your duties.
2. One continuous period of disability includes all periods of disability from the same or related causes unless separated by fourteen consecutive days during which the employee actively works their normal work schedule.
3. Benefits are payable for claims arising from pregnancy.
4. All accidents are covered.
5. Benefits do not cover a disability due to:
 - A. Intentionally self-inflicted injury while sane or insane.
 - B. War, insurrection or hostilities whether or not the employee was a participant.
 - C. Participation in any riot or civil commotion.
 - D. Committing or attempting to commit a felon.

6. Benefits will be reduced by disability benefits the employee is entitled to apply for and receive under Social Security and Worker's Compensation, including dependents benefits.
7. No benefits are payable if the employee is eligible to apply for and receive disability benefits under the City's retirement system.

SECTION 3-3.5 SICK MEDICAL DAYS

Employees hired after January 1, 1989 will be granted three (3) non-accumulative sick-medical days per calendar year for the purpose of attending to the medical and dental needs of themselves or a member of their immediate family (As defined in Section 3-3.1(3)). (New 12-88)

SECTION 3-4 EMERGENCY LEAVE

In case of death in their immediate family, a permanent, full-time employee may be granted leave of absence with pay providing they attend the funeral, for the work days falling within the period between the time of the death and the day of the funeral, not to exceed three (3) days. "Immediate family" is defined as wife, husband, child, brother, sister, parent, parent-in-law, son-in-law, daughter-in-law, grandparents, grandchildren, or other relatives living in the same household.

In the event of the death of a brother-in-law, sister-in-law, or grandparent-in-law, the employee may take additional sick-medical days not to exceed three (3) days if they are eligible as provided for under Section 3-3.1(3).

SECTION 3-5 ABSENCE WITHOUT LEAVE

Any absence of an employee from duty, including any absence for a single day or part of a day, that is not authorized by a specific grant of leave of absence under the provisions of this Agreement, will be deemed to be an absence without leave. Any such absence shall be without pay and may be subject to disciplinary action. In the absence of such disciplinary action, any employee who absents themselves for three (3) consecutive working days without leave shall be deemed to have resigned. Such action may be reconciled by a subsequent grant of leave if the conditions warrant.

SECTION 3-6 LEAVE OF ABSENCE WITHOUT PAY

Written leave of absence without pay for an extended period may, at the discretion of the City Manager, be granted for a period not to exceed one (1) year. The Employer will promptly notify the Union upon application by the employee for such extended leave of absence. Upon expiration of the leave, the

employee will be reinstated to the position held before the leave was granted. Failure of the employee to report promptly at the expiration of the leave shall be cause for dismissal. Such leave may be granted when it will not result in undue prejudice to the interest of the Employer as an Employer beyond any benefits to be realized and where the employee will not be gainfully employed during such period of leave of absence. Application for leave of absence for travel or study calculated to equip the employee to render more efficient service to the Employer may be deemed justification for granting such leave. No leave shall be granted primarily in the interests of the employee, except in the case of one who has shown by their record of service or by other evidence to be more than average value to the Employer and whose service it is desirable to retain even at some sacrifice.

Purposes for such leave shall be as follows: Maternity leave, illness leave (physical or mental), prolonged illness in immediate family, and for other such like causes.

Leave of absence without pay for periods not to exceed three (3) days may be approved by the Department Head. Leaves of absence without pay for more than three (3) days must be approved by the Personnel Officer before it is taken, except in emergency situations where advance notice is impossible. In such cases, retroactive approval may be granted.

Section 3-6.1 Maternity Leave

The re-employment of employees on maternity leave shall be in accordance with applicable state and/or federal statutes in effect at the time of re-employment.

SECTION 3-7 MILITARY SERVICE - VETERANS

The re-employment of military service veterans shall be in accordance with applicable State and Federal statutes in effect at the time of the re-employment.

SECTION 3-8 LEGAL HOLIDAYS

Legal holidays observed by the Employer shall be as follows: New Year's Day, Decoration Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving Day, Christmas Eve Day and Christmas Day.

When a holiday falls on Sunday, the following day will be declared a holiday for regular employees. When a holiday falls on Saturday, the previous day or the following Monday will be declared as a holiday for regular employees, by order of the City Manager.

SECTION 3-9 HOURS OF WORK

The established normal minimum work week for employees shall be thirty-seven and one-half (37 1/2) hours.

Working hours during a snow or other emergency will be the same as the Housing Commission office employees not covered by the Union contract.

SECTION 3-10 HOSPITALIZATION

The Employer shall continue to pay the total cost of the current Blue Cross-Blue Shield Hospital and Medical Plan, with Master Medical (Option II) coverage and prescription program or at the Employer's option, an equivalent hospital and medical plan for each permanent full-time employee, spouse, and dependent children to the end of the year in which said children attain their nineteenth (19th) birthday. Effective January 1, 1993 the current plan shall be modified to include deductible program DRI 275/550 and alternative Prescription Drug Benefit Program PD-MAC with a \$5.00 co-pay. The Employer shall not pay the cost of the hospital and medical plan where at the effective date of employment, said employee is already covered by a hospital - medical plan that is identical in the coverage offered by the Employer wherein said employee has member coverage and is not a subscriber. In the event the subscriber of such a hospital - medical plan ceases to be so covered resulting in an employee losing member coverage, the Employer shall upon notice immediately enroll the affected employee under its existing plan with full coverage for himself, spouse and dependents, if any, thereby insuring such an employee of continuous coverage for benefits.

Section 3-10.1 Waiver of Medical Coverage

Employees electing not to participate in the health insurance program, Section 3-10 Hospital, Medical Surgical Service, will be eligible to receive a \$100.00 per month payment in lieu of receiving such coverage. Payment will be made annually during the month of December for credit earned that year. In the event both a husband and wife work for the City, the employer will automatically waive the lower seniority employee unless requested differently by the employee.

Section 3-10.2 Retirees Hospital, Prescription and Drug Plan

Coverage for the retirees shall include Hospitalization including the \$2.00 deductible prescription rider drug plan only.

Section 3-10.3 Dental Insurance

The City will provide a suitable Dental Plan, at the Employer's option, for each new permanent full-time employee, spouse and dependent children to the end of the year in which said children obtain their nineteenth (19th) birthday. The dental plan will be a plan commonly referred to as the 80/20 plan.

Effective July 1, 1987, the dental plan shall include an orthodontic rider of fifty percent (50%) with a \$1,000 lifetime maximum per eligible person.

Section 3-10.4 Optical Program

Effective January 1, 1993 the City will institute an optical program. Upon presentation of an original receipt the city will reimburse 50% of the optical costs incurred by the employee for the employee, spouse and dependent children. An annual reimbursement cap of \$100 Single/\$200 Family would apply.

Section 3-11 LIFE INSURANCE

The City will provide a group life insurance plan for the employees issued by a company of the Employer's sole and unrestricted choice whereby the life of each employee will be insured in an amount equal to their annual base salary (based upon the third-year level for each position in the bargaining unit).

ARTICLE IV - DISCHARGE, SUSPENSION OR DEMOTION

SECTION 4-1 GENERAL STATEMENT

The following shall apply in all cases where the Employer may discharge, suspend or demote an employee:

Section 4-1.1

In all cases where the Employer may discharge, suspend, or demote an employee for a just cause that does not fall within those causes enumerated in Section 4-1.2 below, the Employer shall supply the employee with proper written warning notice or notices and follow the working rules and regulations to be promulgated by the City Manager as a supplementary provision of this Section.

Section 4-1.2

The Employer may discharge, suspend or demote an employee without warning notice, for the following enumerated just causes:

Section 4-1.2(1)

The Employee has been under the influence of intoxicating liquor or drugs while on duty or the employee has in their possession or sold and/or distributed narcotics while on duty. (Amended 12-88)

Section 4-1.2(2)

The Employee has been guilty of conduct characterized by dishonesty.

Section 4-1.2(3)

The Employee has maliciously and recklessly used or destroyed City property. (Amended 12-88)

Section 4-1.2(4)

The Employee has had possession of live weapons or illegal knives on City property.

Section 4-1.2(5)

The Employee has falsified records or made a misrepresentation about material information.

Section 4-1.2(6)

The Employee was fighting on City property or made threats of physical violence to others.

Section 4-1.2(7)

The Employee has been guilty of insubordination while on duty. (New 12-88)

ARTICLE V - MEDIATION AND GRIEVANCE PROCEDURE

SECTION 5-1 GENERAL STATEMENT

It is mutually agreed that all grievances, disputes or complaints arising under and during the terms of this Agreement, shall be settled in accordance with the procedure herein provided and that there shall at no time be any strikes, tie-ups of equipment, slow down, walkouts, or any other cessation of work through the use of any method or lockout or legal proceedings, except as specifically agreed to in other superseding sections of this Agreement.

Every effort shall be made to adjust controversies and disagreements in an amicable manner between the Employer and the Union. In the event that any grievance cannot be settled in this manner, the question may be submitted by either party as hereinafter provided.

SECTION 5-2 PROCEDURE

Section 5-2.1

Should any grievance, disputes or complaints arise over the interpretation or application of the contents of this Agreement, there shall be an earnest effort on the part of the parties to settle such promptly through the following steps:

Step 1: An employee may immediately, informally and briefly discuss their problem with the immediate supervisor of the work for the purpose of requesting a formal discussion of the problem during the last hour of the shift. Such employee may be accompanied by the Union Steward.

Step 2: During the last hour of the shift, the employee and the Steward may discuss the problem with the immediate supervisor and/or Division Head.

Step 3: If the matter is not resolved at Step No. 2 within five (5) days, it shall be the responsibility of the aggrieved party to reduce the grievance to writing on a grievance form provided by the Union with copies submitted to the Personnel Director. By conference between the Steward and/or official of the Union and Personnel Director and/or the Department Head involved at a time mutually agreeable.

Step 4: If the matter is not resolved at Step 3 within five (5) days, at the request of either party another meeting will be called to discuss the matter, and either party may bring in outside representatives for this meeting.

Step 5: In the event that the grievance is not satisfactorily settled at Step 4, the Union and the Employer shall appoint an Advisory Board which shall consist of one delegate designated by each, the Employer and the Union, and a third member, a local citizen resident of the City of Port Huron to be selected by the two delegates. Should the two delegates be unable to agree upon a third member of such Board, the parties will thereafter request the Michigan Employment Relations Commission to submit the names of three fact finders of which one shall be selected by lot to serve as a third party. This panel of three will discuss the grievance and render a majority advisory decision for the adjustment or settlement of the grievance and differences and for the termination or avoidance of any existing or threatening labor dispute. Each grievance shall be decided on its own merits and shall not serve as a precedence with respect to future grievances.

Grievances must be taken up promptly and no grievance will be considered or discussed which is presented later than ten (10) days after the occurrence out of which the grievance has arisen and formation of the Advisory Board shall not be permitted unless the moving party has informed the other of its desire for the formation of such Board within ten (10) days following failure of satisfactory settlement at the level of Step 4. Any grievance not appealed to Step 5 within the prescribed time limits shall be considered as dropped.

ARTICLE VI - RETIREMENT

SECTION 6-1 RETIREMENT - MUNICIPAL EMPLOYEES' RETIREMENT SYSTEM

Employees included in this Agreement shall be duly enrolled in the Michigan Municipal Employees' Retirement System.

Employees who are covered by this work agreement shall not be required to contribute to the System.

SECTION 6-2 EMPLOYEE RETIREMENT

Employee retirement plans provided for the employee shall remain in force and effect and each employee shall continue to be a member of the respective plan in which they are presently enrolled.

The MERS pension program will be upgraded on January 1, 1988 to include:

A. BENEFIT PROGRAM B-3

2.25% of member's final average compensation multiplied by years and months of credited service. This benefit shall not exceed 80% of member's final average compensation.

B. FAC-3 FINAL AVERAGE COMPENSATION is computed on the highest 36 consecutive months of earnings, divided by 3.

C. RS 50 - Automatic Survivor Benefit (New 08-10-92)

Section 6-2.1 80 Point Plan

Employees hired after December 31, 1992 must have a total of 80 points (years of service + age) to receive retirement health care benefits.

SECTION 6-3 SOCIAL SECURITY

Every employee shall be subject to the provision of the Federal Social Security Old-Age and Survivor's Insurance Program, and deduction to cover such payments will be made from each payroll.

SECTION 6-4 DISCRIMINATION CLAUSE

The provisions of this Agreement shall apply to all members covered by this Agreement without discrimination on account of race, color, union activities, national origin, marital status or creed.

ARTICLE VII - SEPARABILITY AND SAVINGS CLAUSE
EFFECTIVE DATE AND TERMINATION CLAUSE

SECTION 7-1 SEPARABILITY AND SAVINGS CLAUSE

If any Chapter or Section of this Agreement or of any Appendices thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction or if compliance with or enforcement of any Chapter or Section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement and of any Appendix thereof, or the application of such Chapter or Section to persons or circumstances 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.

In the event that any Chapter or 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 the request of either party for the purpose of arriving at a mutually satisfactory replacement for such Chapter or Section during the period of invalidity or restraint. If the parties do not agree on a mutually satisfactory replacement, either party shall be permitted all legal recourse in support of its demands.

SECTION 7-2 EFFECTIVE DATE AND TERMINATION CLAUSE (Amended 12-88)

This Agreement shall be in full force and effect from the day of July 1, 1991 to and including twelve (12) midnight, June 30, 1994.

It is further provided that this Agreement shall continue in full force and effect from year to year thereafter unless written notice of desire to cancel or terminate the Agreement is served by either upon the other at least sixty (60) days prior to date of expiration, twelve (12) midnight, June 30, 1994.

APPENDIX "A"

CLASSIFICATIONS & COMPENSATION RATES

Effective June 29, 1991

<u>Classification</u>	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>
Housing Aide	17891	18338	18796	19736	20723
Housing Clerk	15647	16038	16439	17261	18124
Clerk Typist II	14961	15335	15718	16504	17329

37 1/2 Hour Work Week

CLASSIFICATIONS & COMPENSATION RATES

Effective June 27, 1992

<u>Classification</u>	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>
Housing Aide	18428	18889	19361	20329	21345
Housing Clerk	16116	16519	16932	17779	18668
Clerk Typist II	15410	15795	16190	17000	17850

37 1/2 Hour Work Week

APPENDIX "A"

CLASSIFICATIONS & COMPENSATION RATES

Effective January 9, 1993

<u>Classification</u>	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>
Housing Aide	18612	19077	19554	20532	21559
Housing Clerk	16277	16684	17101	17956	18854
Clerk Typist II	15564	15953	16352	17170	18029

37 1/2 Hour Work Week

CLASSIFICATIONS & COMPENSATION RATES

Effective June 26, 1993

<u>Classification</u>	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>
Housing Aide	19356	19840	20336	21353	22421
Housing Clerk	16928	17351	17785	18674	19608
Clerk Typist II	16187	16592	17007	17857	18750

37 1/2 Hour Work Week

BY THE CITY OF PORT HURON

ATTEST:

Pauline B. Adams
City Clerk

APPROVED:

Clarence J. ...
Mayor

APPROVED AS TO FORM:

Anthony M. Bonadio
City Attorney

APPROVED AS TO SUBSTANCE:

G. J. ...
City Manger

APPROVED AS TO SUFFICIENCY OF FUNDS:

Gene A. ...
Director of Finance

Thomas B. ...
Assistant to City Manager

Gene H. ...
Municipal Housing Director

John L. Berry
Personnel Director

BY UWA, AFL-CIO AND ITS LOCAL UNION #532

Thomas S. ...
National Representative

Stella L. Kiddle
Jerry L. Nead

10/30/92
Date