

3721

6/30/2002

AGREEMENT
BETWEEN
THE CITY OF PORT HURON
AND
COMMAND OFFICERS ASSOCIATION OF MICHIGAN
(LIEUTENANTS AND SERGEANTS)

July 1, 1998 through June 30, 2002

Port Huron, City of

PORT HURON COMMAND
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ARTICLE I
AGREEMENT

1.1: THIS AGREEMENT, made and entered into this 10th day of August, 1998 by and between the CITY OF PORT HURON, MICHIGAN, party of the first part, and hereinafter referred to as the "EMPLOYER" and/or the "CITY", and the COMMAND OFFICERS ASSOCIATION OF MICHIGAN, hereinafter referred to as the "UNION".

ARTICLE II
PURPOSE AND INTENT

2.1: The general purpose of this Agreement is to set forth terms and conditions of employment, and provide for a system to promote orderly labor relations for the mutual interest of the Employer, the Employees, and the Union.

2.2: 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.

2.3: The Employer and the Union agree that the contents of this Agreement shall be a full and complete coverage and statement of the terms and conditions of employment for those employees covered by this Agreement and the conditions of employment shall be improved upon as prescribed wherever agreed upon. It is understood and agreed that this Agreement shall cover all Lieutenants and Sergeants who perform work for the City of Port Huron, County of St. Clair, State of Michigan, excluding Captain, Police Chief, and all other employees of the Port Huron Police Department.

ARTICLE III
RECOGNITION

3.1: Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Employer does hereby recognize the Union as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment for the term of this Agreement of all employees of the Employer including the bargaining units described above.

ARTICLE IV
UNION SECURITY

4.1: 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.

ARTICLE V
REQUIREMENT OF UNION MEMBERSHIP

5.1: Employees covered by this Agreement at the time it becomes effective and who are members of the Union at that time shall not be required as a condition of continued employment to continue membership in the Union for the duration of this Agreement.

5.2: Employees covered by this Agreement who are not members of the Union at the time it becomes effective shall be required as a condition of continued employment to become members of the Union or pay a service fee equal to Union dues for the duration of this Agreement, on or before the thirtieth (30th) day following such effective date.

5.3: Employees hired, rehired, reinstated or transferred into the bargaining unit after the effective date of this Agreement and covered by this Agreement shall be required as a condition of continued employment to become members of the Union or pay a service fee equal to Union dues for the duration of this Agreement, on or before the thirtieth (30th) day following the beginning of their employment in the unit.

5.4: An employee who shall tender an initiation fee and the periodic dues or a service fee equal to Union dues uniformly required as a condition of acquiring or retaining membership shall be deemed to meet conditions of this section.

5.5: Employees shall be deemed to be members of the Union within the meaning of this section if they are not more than sixty (60) days in arrears in payment of membership dues.

ARTICLE VI
CHECK-OFF

6.1: Employees shall tender the initiation fee and monthly membership dues or a service fee equal to Union dues by signing the Authorization for Check-off of Dues form. Changes either as to additions or deletions in Union membership or changes in dues rates

of names of all employees from whom deductions have been made no later than the fifth (5th) day of the month following the month in which they were deducted.

6.6: Termination of Check-off. An employee shall cease to be subject to Check-off deductions beginning with the month immediately following the month in which the employee is no longer a member of the bargaining unit.

6.7: Disputes Concerning Membership. Any dispute arising as to an employee's membership in the Union shall be reviewed by the designated representative of the Employer and a representative of the Local Union, and if not resolved may be decided at the final step of the Grievance Procedure.

6.8: The Union shall 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.

ARTICLE VII
MANAGEMENT RIGHTS

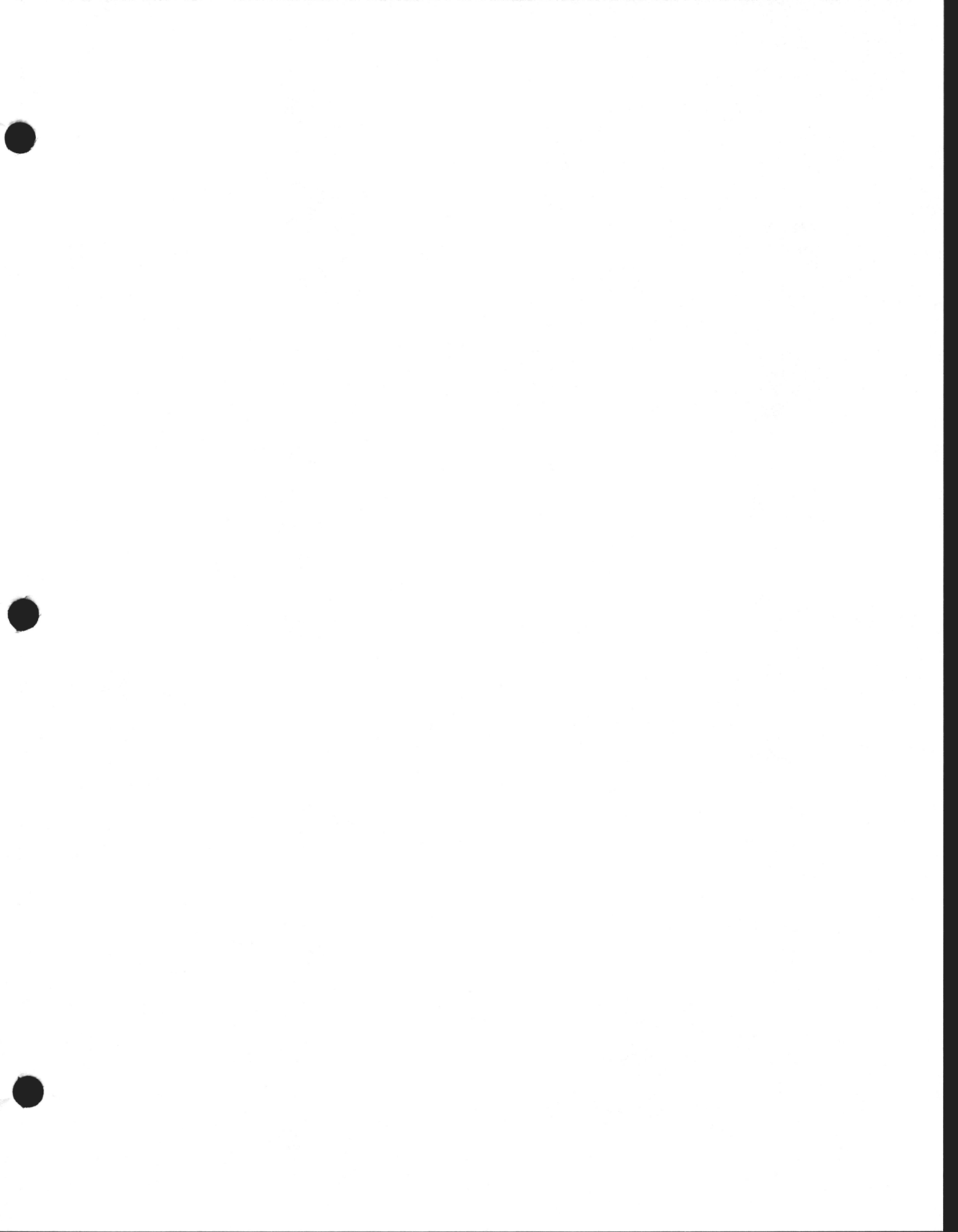
7.1: The Union recognizes fully all rights and prerogatives of the Employer to operate and manage its affairs in all respects in accordance with the Employer's responsibilities and all rights, powers, and authority which the Employer has not officially abridged, delegated or modified by this Agreement are retained by the Employer.

ARTICLE VIII
UNION REPRESENTATION

8.1: The employees within the bargaining unit shall be represented by one Chapter Chairman acting as steward or alternate steward when necessary. The employees shall elect from among their bargaining unit the steward and alternate steward. The Union shall certify to the Employer the elected steward and alternate steward and keep such list current at all times.

8.2: The alternate steward may be appointed by the Unit President to serve in the absence of the regular steward. The authority of the steward shall be limited to the investigation and presentation of grievances, as outlined in this Agreement. The specific time for such investigation shall be during the final hour of the work shift.

8.3: For the purpose of investigating alleged grievances, the Steward will give notification to the Chief of Police and/or



Captain that it is the Steward's intent to utilize the designated time allotted above the investigation of an alleged grievance.

8.4: For the purpose of presentation of a grievance at the Personnel Officer level, the steward and/or Unit President shall give prior notification to the Personnel Officer, or designated representative in the Personnel Officer's absence, of the steward's intent to present a grievance.

ARTICLE IX
SPECIAL CONFERENCE

9.1: Special conferences for important matters will be arranged between the Unit President, the Chief of Police and the Personnel Officer, or their designated representative, upon request of either party. Such meetings shall be between no more than two representatives of each party. In extenuating circumstances, consideration can be given for one additional representative for each party. Arrangements for such special conferences shall be made in advance and an agenda of matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in the special conferences shall be confined to those included in the agenda. Conferences shall be held at a mutually agreed upon time between the parties. In the event the agreed upon time would fall during employees regular work schedule, they shall not lose time or pay for time spent in such special conference.

9.2: It is not the purpose of this Section to resolve matters which would be characterized as grievances under this agreement.

ARTICLE X
SENIORITY

10.1: Seniority Lists. Seniority within the bargaining unit shall be determined on the following basis and in the following order of priority in the event two or more employees would otherwise have the same seniority date.

First: Date of promotion
Second: In order of ranking on the promotional list

10.2: A seniority list is to be prepared by the Employer and submitted to the Unit President for confirmation.

10.3: Loss of Seniority. An employee shall lose their seniority for the following reasons only:

- A. The employee quits.
- B. The employee is discharged and the discharge is not reversed through the procedure set forth in this Agreement.
- C. The employee is absent for three (3) consecutive working days without notifying the Department Head or their designated representative. Exceptions may be made by the Employer and in cases where the affected employee presents a credible explanation as finally determined in the "Grievance Procedure" for such absence without notification, the employee shall be reinstated with full seniority rights. After such absence, the Employer will send written notification to the employee at their last known address by certified or registered mail that the employee has lost their seniority, and their employment has been terminated.
- D. If the employee does not return to work when recalled from lay off as set forth in the recall procedure. Exceptions may be made by the Employer and in cases where the affected employee presents a credible explanation as finally determined in the "Grievance Procedure" for such absence without notification, the employee shall be reinstated with full seniority rights.

ARTICLE XI
COMPENSATION

11.1: Compensation Rates. The rates of compensation for employees in this bargaining unit are attached hereto as Appendix "A" and agreed to be a part of this agreement.

ARTICLE XII
OVERTIME

12.1: Overtime. Time and one-half will be paid for all overtime to employees of the Police Department with the exception of that overtime made necessary because of training activities, provided that any employee who works overtime shall have the option of receiving pay at the rate of time and one-half for the overtime or receive compensatory time at the rate of time and one-half. This option would only be provided prior to the payroll being submitted to the payroll office and with the approval of the Police Chief or designated alternate. Time worked in excess of the normal

work week for the purpose of adjusting rotating shifts shall not constitute overtime.

12.2: Overtime Equalization. It is agreed between the Employer and the Union that the principle of equalization of overtime shall be applied. The Employer shall devise an appropriate method to accomplish equalization of overtime as equitable as possible within the work schedule, and records will be maintained and made available for inspection by employees. The overtime list will be posted monthly.

12.3: In computing overtime for the purpose of this Section, holiday, vacation and sick leave time shall be counted as time worked.

ARTICLE XIII
SHIFT DIFFERENTIAL

13.1: Shift differential shall be paid to uniformed Police Department personnel effective July 1, 1980 as follows:

4:00 p.m. to 12:00 midnight	1.5%
8:00 p.m. to 4:00 a.m.	2.0%
12:00 midnight to 8:00 a.m.	2.0%

13.2: Shift differentials shall be paid to uniformed police personnel working the twelve (12) hour schedule as follows:

3:00 p.m. to 7:00 p.m.	1.5%
7:00 p.m. to 7:00 a.m.	2.0%

ARTICLE XIV
CALL-IN PAY

14.1: Call-in pay shall be provided all employees in the following cases and according to the following schedules.

- A. Any employee who is unexpectedly called back into work with less than twenty-four (24) hours notice, or without consideration of the employee's schedule shall entitle that employee to call in pay.
- B. Appearances to testify at all court and administrative hearings for which the employee is served a subpoena excluding, however, all civil litigation, except those related to performance of duty -- a three (3) hour minimum guarantee at time and one-half the employee's regular hourly rate;

provided however, an employee who has received any witness fee and/or mileage fee who is entitled to call-in compensation herein provided for shall, at the option of the Employer, turn the witness fee and/or mileage fee into the Employer, keep the same as credit toward the total call-in compensation to which the employee is entitled or in the case the Employer is responsible for the witness and/or mileage fees to include the same as part of the total compensation to the employee hereunder; in no event shall the employee receive more than the hourly rate herein provided.

14.2: Any employee who is requested to attend a special event or meeting shall only be compensated for each hour worked, at time and one-half (1-1/2) their hourly rate of pay, if the following conditions are met; the employee is given more than forty-eight (48) hours notice of the event or meeting, and/or the employee's personal schedule is given some consideration.

If the planned event or meeting is canceled with more than twenty-four (24) hours notice, no compensation will be paid. If the planned event or meeting is canceled by the Employer with less than twenty-four (24) hours notice, the employee shall receive one hour of compensation at time and one-half (1-1/2) their hourly rate.

14.3: Any option which may be used by the Employer as hereinbefore provided, shall not prevent the Employer from applying another option at a later date.

14.4: Any employee who has to appear in court during their vacation shall be given the option at a later date, after approval by the Police Chief, or the Chief's alternate of taking another day's vacation without pay.

14.5: Call-in time, other than as described above, by any employee in the bargaining unit shall be a three-hour minimum guarantee at time and one-half the employee's regular hourly rate.

14.6: Call-in pay does not apply to overtime worked either before or following a normal shift and continuous therewith nor to a return to duty, either voluntarily or as required by the Employer, to perform that which the employee should have done during their regular tour of duty but negligently or inadvertently failed to do so.

ARTICLE XV
LONGEVITY COMPENSATION

15.1: 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.

15.2: 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 employee. Such service must be continuous unless on authorized leave of absence, in which case that period of time shall be deducted from the total length of service provided that such unpaid leave of absence exceeds thirty (30) days.

15.3: 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.

15.4: Employees hired after January 1, 1999 shall not be eligible for longevity pay.

ARTICLE XVI
UNIFORM ALLOWANCE AND MAINTENANCE

16.1: Uniform Allowance and Maintenance. Each employee shall be provided with a uniform allowance of five hundred dollars (\$500.00) to be used to maintain their uniform which they shall do in a reasonable manner. Uniform allowance to be paid each year of contract. Fifty (50%) percent of the total uniform allowance shall be paid in the month of January, and fifty (50%) percent of the total uniform allowance shall be paid in the month of July.

Effective July 1, 1998, the uniform allowance will be increased as follows:

July 1, 1998	\$725.00
July 1, 1999	\$750.00
July 1, 2000	\$775.00
July 1, 2001	\$800.00

16.2: Repair, Replacement or Adjustment of Clothing and/or Equipment. Any uniform, clothing, or equipment belonging to the employee damaged, stolen, or ruined in the performance of duty by an employee shall be repaired, replaced or adjustment made by the Employer; provided however, such provision shall not apply should the damage be occasioned by or due to the carelessness or negligence of the employee. In order to qualify for such repair, replacement or adjustment, the employee shall immediately notify their supervisor who will obtain a statement from the employee and witnesses, if any. The statements and a recommendation by the supervisor shall be forwarded to the Department Head who will make a recommendation to the Finance Director.

16.3: The City will issue required official uniform patches.

ARTICLE XVII
TEMPORARY ASSIGNMENT COMPENSATION

17.1: Employees filling a temporary assignment for more than thirty (30) days to a classification higher than such employee's permanent classification shall receive retroactive to the first day worked out of classification the rate of pay of the higher classification for the length of time worked in the higher classification. An employee performing in a classification lower than their permanent classification will not be required to accept any reduction in pay for such period of time worked in the lower classification.

ARTICLE XVIII
ANNUAL LEAVE

18.1: Police Department employees who work shifts will be allowed fourteen (14) work days (one hundred twelve [112] hours) per calendar year as vacation leave plus eight (8) additional work days (sixty-four [64] hours) leave in lieu of holidays for each twelve (12) months of service. Holidays are: (1) New Years Day, (2) Martin Luther King, Jr.'s Birthday, (3) President's Day, (4) Memorial Day, (5) Independence Day, (6) Labor Day, (7) Thanksgiving Day, and (8) Christmas Day. It is the intent to provide the shift

employees with twenty-two (22) work days (one hundred seventy-six [176] hours) annual leave.

18.2: Police Department employees whose work schedule is Monday through Friday will be allowed fifteen (15) work days (120 hours) per calendar year as vacation leave plus seven (7) days (56 hours) on the following holidays: (1) New Year's Day, (2) Memorial Day, (3) Independence Day, (4) Labor Day, (5) Thanksgiving Day, (6) Friday after Thanksgiving, and (7) Christmas Day.

18.3: Employees who work on the calendar day of any holiday listed above, shall be paid at the rate of time and one-half (1 1/2x) for all hours worked. The calendar day shall be defined as beginning at 12:00 midnight and ending at 12:00 midnight.

18.4: Each regular full-time employee will be allowed vacation leave in accordance with this article. All vacation leave will be accrued on a calendar year basis with each employee entitled to vacation leave as earned in the previous calendar year. Vacation leave will be accrued as of the date an employee enters the service of the City.

18.5: Schedule. At the discretion of the Department Head, the above annual leave may be utilized as two (2) separate leave periods. Selection of vacation periods shall be made on the basis of seniority in classification. Identical vacation periods may not be selected in consecutive years.

18.6: Longevity Vacation or Pay. All employees on their anniversary date will become eligible for an additional five (5) days (forty [40] hours) vacation on completion of ten (10) years service with the Employer. Furthermore, all employees on their anniversary date will be granted an additional five (5) work days (forty [40] hours) vacation on completion of fifteen (15) years 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 in lieu of time off for this additional five (5) working days (forty [40] hours) vacation. Cash payment shall be at the regular rate of pay. Employees would be eligible in subsequent years for above days after their anniversary date and will schedule the additional days as outlined in Section 18.5 above. Such additional leave shall not be cumulative from year to year. If the employee selects longevity pay in lieu of vacation, the employee must execute and return, within the stated time period, the form provided by the Personnel Department, payment of which will be made on the first pay period after the anniversary date.

Effective January 1, 1996, employees with 20 years of service will be granted eight (8) hours, being one (1) additional vacation day.

18.7: Any excess days beyond the forty-six (46) days (three hundred sixty-eight [368] hours for eight [8] hour employees or three hundred seventy-six [376] hours for twelve [12] hour employees) authorized accumulation caused as a result of longevity vacation may only be carried over to the officer's next anniversary date.

18.8: Accumulated Vacation Leave. Vacation leave may be accumulated for two (2) full years or forty-six (46) work days, (three hundred seventy-six [376] hours) for twelve (12) hour shift employees, and those employees who laterally transfer to the positions of Detective Lieutenant and Detective Sergeant.

Vacation leave may be accumulated for two (2) full years or forty-six (46) work days (three hundred sixty-eight [368] hours) for eight (8) hour shift employees. When leaving the service of the Employer, an employee shall receive pay for any unforfeited vacation time not taken.

18.9: Advance Pay. Employee notifies the Department Head of request for an advance pay one week prior to 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.

18.10: Personal Floating Holiday. The Employer is in agreement to add one (1) additional leave day per calendar year starting January 1, 1995. This day will be called a Personal Floating holiday. The officer must request this day, in writing, at least forty-eight (48) hours prior to the requested day off. The final approval of the request rests with the Police Chief or the Chief's designated representative.

ARTICLE XIX
SICK LEAVE

19.1: Each regular full-time salaried employee will be granted sick leave with full pay of one (1) day (eight [8] hours) for each full calendar month of service.

19.2: A certificate from a reputable physician may be required at the option of the Employer, as evidence of illness after three

(3) days of absence from employment due to illness, before compensation for the period of illness is allowed. It shall be optional with the Chief of Police whether the physical examination in such instance shall be administered by the City Physician, or upon request, employee's own medical or osteopathic physician. In event said certificate is required to substantiate compensable sick leave, the costs of such certificate or examination shall be at the expense of the Employer. Any member of the bargaining unit who uses more than six (6) days of sick leave in any one calendar year, may be required by the Police Chief or alternate to provide a doctor's certificate after each additional one (1) day's absence. This proof, if required, will be secured within twelve (12) hours of the call-in time. Any employee working on afternoons or midnights will have to secure this certificate during the clinic hours of the day following the call in. The six (6) days shall not include any day that is used as sick medical days as defined in this Agreement.

19.3: Sick leave may be accumulated if not used during the year accrued, but the total accumulation shall not exceed one hundred forty (140) days (eleven hundred twenty [1,120] hours). 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.

19.4: 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 or dental needs of the employee or a member of their immediate family. Immediate family members are defined in this section as spouse, children, parent or any other relative living in the employees residence.

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

<u>Hours Booked Off</u>	<u>Sick Leave Days Charged</u>
1	.1
2	.3
3	.4
4	.5
5	.6
6	.8
7	.9
8	1.0

ARTICLE XX
WORKERS COMPENSATION

20.1: In case of an accident to an employee during the performance of their regular duty resulting in temporary disability to the extent that they are unable to resume their regular duties, they shall be entitled to their regular compensation until sufficiently recovered to perform their regular duties for a period of ninety (90) days or longer at the discretion of the City Manager. Accumulated sick leave shall not be considered in the computation of leave on account of injuries. Employees shall not be entitled to regular compensation during absence from duty on account of injuries if said injury was sustained while not on regular duty. Such absence from duty shall be considered as sick leave and shall be governed by the rules pertaining to sick leave.

20.2: If an employee received worker's disability payments during any absence from work, any compensation payments which may be paid to the employee under the provisions of the Chapter shall be reduced to the extent of such worker's disability payments.

ARTICLE XXI
BEREAVEMENT LEAVE

21.1: In case of death in an employee's immediate family, and providing the employee attends the funeral, a permanent, full-time employee may be granted leave of absence with pay 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 to be defined as follows: Mother, Father, Brother, Sister, Wife or Husband, Son or Daughter, Parent-in-law, Son-in-law, Daughter-in-law, Grandparents, Grandchildren, or a member of the employee's household. Any employee selected to be a pallbearer for a deceased employee of the bargaining unit, and the local Unit President of the bargaining unit, will be allowed sufficient time off for the funeral.

21.2: If an employee suffers the loss of a member of their immediate family and attends the funeral outside the State, the employee may use up to two (2) days additional sick medical leave if they qualify under Article XIX.

21.3: If an employee suffers the loss of an immediate family member while on vacation and attends the funeral, the employee will be transferred to emergency status.

ARTICLE XXII
NOTICE OF ABSENCE

22.1: When an employee is not able to report for work, it will be the responsibility of the employee or some member of their household to notify the Department at least one (1) hour before the employee's starting time. Unless the employee's department is so notified, no sick leave will be approved, except in unusual cases and then only after approval by the Chief of Police.

ARTICLE XXIII
LEAVE OF ABSENCE WITHOUT PAY

23.1: Written leaves of absence without pay for an extended period shall be granted, for good reason, by the Personnel Officer 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. Purposes for such leave shall be as follows: Maternity leave, illness leave (physical or mental), prolonged illness in immediate family, and for such other like causes.

ARTICLE XXIV
UNION CONVENTIONS

24.1: Leave of absence without pay will be granted for the attendance of one (1) Union member for the purpose of attending the COAM convention held every year. Replacement of those Union members attending conventions shall be provided by either (a) trading time, or (b) payment of straight time to those officers filling in during such absence.

ARTICLE XXV
MILITARY SERVICE -- VETERANS

25.1: Any employee who enters into active service in the armed forces of the United States, upon the honorable termination of such service, shall be offered re-employment in their previous position or a position of like seniority, status and pay, unless the circumstances have so changed to make it impossible or totally unreasonable to do so, in which event the employee will be offered such employment in line with their seniority as may be available which they are capable of doing at the current rate of pay for such work, provided they report for work within one hundred twenty (120)

days of the date of such discharge or one hundred twenty (120) days after hospitalization continuing after discharge.

25.2: Veterans Law. Except as hereinbefore provided, the re-employment rights of employees and probationary employees will be limited by applicable laws and regulations.

25.3: Educational Leave of Absence for Veterans. Employees who are reinstated in accordance with the Universal Military Training Act, as amended, and other applicable laws and regulations, may be granted leaves of absence for a period not to exceed a period equal to their seniority in order to attend school full time under applicable federal laws in effect on the date of this Agreement.

ARTICLE XXVI
WORKING HOURS

26.1: The established normal work week for employees shall be forty (40) hours (forty-two [42] hours for a twelve [12] hour work schedule employee). Hours of work shall be determined by the Employer. Five (5) day's notice shall be given by the Employer to employees affected with a copy to the Unit President in the event a major shift change is instituted. The Employer has the right to regulate hours of work to meet any and all public safety emergencies.

26.2: Temporary trading of shift may be done by mutual consent of individuals involved. A minimum of eight (8) hours prior notice shall be given to the supervisor on duty or next senior officer if employee involved is a supervisor; provided however, the Employer shall retain the right to review and veto or deny any such proposed trade when in the reasonable exercise of judgment by the Employer such trade would adversely affect the safety and welfare of the citizens of Port Huron and the Port Huron Police Department; and, in the event of such denial the Employer will within a reasonable time thereafter inform the Union Steward or Chapter Chairman of the reasons or reasons thereof in writing.

26.3: Employees working the twelve (12) hour work schedule will be permitted two (2) twenty (20) minute lunch periods to be taken at a convenient time during their twelve (12) hour tour of duty. Employees will be on call during such lunch period. All other bargaining unit employees will continue to receive lunch periods as in the past.

ARTICLE XXVII
PERMANENT SHIFTS

27.1: In September, the Union President or designee shall poll the membership regarding shift preference and such assignments shall be made in seniority order. Such shift assignment shall commence with the first payroll period in October and shall remain in effect for 12 months.

ARTICLE XXVIII
12-HOUR WORK SCHEDULE

28.1: Members assigned to the Patrol Division shall work a 12-hour shift schedule.

28.2: On the 12-hour shift schedule, shift hours shall be 0700 hours to 1900 hours, 1900 hours to 0700 hours. Employees may bid for a shift pursuant to Article XXVII, Section 27.1. In addition, the employer shall have the exclusive right to assign employees to a specific platoon on a shift.

28.3: While employees are working the 12-hour shift schedule, the Employer shall have the right in its sole and exclusive discretion to reschedule employees with a seventy-two (72) hour notice, specifically for training, special events and court. The Employer also has the right to approve or deny an employee's request for time off.

28.4: Employees who work 12-hour shifts shall receive four (4) hours of compensatory time at straight time for that pay period.

28.5: Temporary trading of shifts between two (2) employees may be done by mutual consent of individuals involved; provided that a minimum of eight (8) hours prior notice shall be given to the Officer in Charge. Partial trades will normally be restricted to a minimum of four (4) hours occurring at either the starting or the final four (4) hours of a twelve (12) hour shift. Partial trades of less than four (4) hours occurring at the starting or ending of the twelve (12) hour shift must be approved by the Platoon Commanders. Multiple shift trades involving more than two (2) employees must be approved by the Chief or Captain of the Department. The Employer shall retain the right to review and veto or deny any such proposed multiple shift trade when in the reasonable exercise of judgment by the employer such trade would adversely affect the safety and welfare of the citizens of Port Huron and the Port Huron Police Department; and, in the event of such denial, the Employer shall inform the Union of the reason or reasons therefore in writing within a reasonable time after such denial.

28.6: No officer will be required to work more than four (4) hours overtime in addition to the regularly scheduled shift.

28.7: Employees who work the 12-hour shift shall receive time and one-half (1-1/2) rate of their pay for all time worked over 12 hours.

28.8: Special assignments shall not necessarily be governed by this Article.

28.9: 12-hour Work Schedule.

	<u>SAT</u>	<u>SUN</u>	<u>MON</u>	<u>TUE</u>	<u>WED</u>	<u>THU</u>	<u>FRI</u>	<u>SAT</u>	<u>SUN</u>	<u>MON</u>	<u>TUE</u>	<u>WED</u>	<u>THU</u>	<u>FRI</u>
Platoon 1			W	W			W	W	W			W	W	
Platoon 2	W	W			W	W				W	W			W
Platoon 3			W	W			W	W	W			W	W	
Platoon 4	W	W			W	W				W	W			W

HOURS

DAYS - 7 a.m. - 7 p.m. - Platoons 1 and 2
 NIGHTS - 7 p.m. - 7 a.m. - Platoons 3 and 4

****THE SCHEDULE CONTINUES TO CYCLE EVERY 14 DAYS****

28.10: Normal assignments will consist of one (1) person patrol units.

ARTICLE XXIX
HOSPITAL, MEDICAL AND SURGICAL SERVICE

29.1: The Employer shall continue to pay the total cost of Blue Cross/Blue Shield Community Blue Plan 2* Medical 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. The Prescription Drug Benefit Program will be 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 him or herself, spouse and dependents, if any, thereby insuring such an employee of continuous coverage for benefits.

* Note: The change to Community Blue Plan 2 will be effective September 1, 1998.

29.2: Waiver of Medical Coverage. Employees electing not to participate in the health insurance program; 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.

29.3: Retirees Hospital, Prescription and Drug Plan. Coverage for the retiree shall include Hospitalization including the \$2.00 deductible prescription rider drug plan only.

Coverage for members retiring after January 1, 1999 shall include hospitalization, including the same prescription rider drug plan in effect for bargaining unit members at the time of their retirement.

29.4: Employees hired after July 1, 1994 must have a combination of age and years of service that equals or exceeds 75 points, and be eligible for unreduced retirement benefits in order to receive City-paid medical benefits upon retirement.

Except for duty disability retirees and non-duty disability vested retirees, employees hired after July 1, 1994, must have a combination of age and years of service that equals or exceeds 75 points in order to receive City-paid medical benefits upon retirement, provided that non-duty disability vested retirees who are offered employment providing equivalent medical coverage must accept such employment or forfeit City-paid medical coverage.

ARTICLE XXX
DENTAL INSURANCE

30.1: Dental Insurance. The City will provide a suitable dental plan, at the Employer's option, for each 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 is commonly referred to as an 80/20 plan with coverage for Class I benefits to \$600.00 annually. Effective

September 1, 1998, coverage for Class I benefits will be increased to \$1,000.00 annually.

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

Effective January 1, 1995, the present dental plan will be upgraded to include an optional enhanced PPO that provides better coverage for employees who use a PPO member dentist. The enhanced PPO provides 100% coverage for diagnostic and preventive services, emergency palliative treatment and radiographs. The balance of Class I benefits would be covered at the rate of 85%. Coverage under the present dental plan will not change for those employees who continue to use a non-participating dentist.

Effective January 1, 1995, a new suffix will be added to the dental plan which will allow employees whose working spouse has dental coverage to opt into a plan commonly referred to as a 50/50 plan. The 50/50 plan provides coverage for Class I, II and III benefits to \$1,200 annually (effective September 1, 1998). The dental plan shall include an orthodontic rider of fifty percent (50%) with a \$1,000 lifetime maximum per eligible person. The new suffix will allow working couples the flexibility in the coordination of dental coverage. The selection of this option will be strictly voluntary except in those cases where the husband and wife work for the city -- in this case, the employer will automatically place both employees in the 50/50 plan. If a change occurs in marital status, the employee can return to the 80/20 plan at his or her option.

30.2: Optical Program. Effective January 1, 1995, the City will provide an optical program for each permanent, full-time employee. The optical program will also be available to all family members listed as dependents on the employee's hospitalization policy.

The plan year is defined as the twelve (12) month period, January 1 through December 31.

The program will reimburse the employee for fifty percent (50%) of eligible charges incurred to a maximum of \$100.00 per employee with no dependents or \$200.00 per family per year.

ARTICLE XXXI
LIFE INSURANCE

31.1: The City will provide a group life insurance plan for the employees issued by a company of the city's sole and unrestricted

choice whereby the life of each employee will be insured in an amount equal to their annual salary (based upon the three-year level for each position in the bargaining unit).

ARTICLE XXXII
PROFESSIONAL INDEMNITY INSURANCE

32.1: The City will obtain professional indemnity insurance covering the employees or to cover said employees as a self-insurer. Any payment by the City of membership dues to an Association or any other such payment incidental to the procurement of such insurance coverage shall be considered an incident of insurance only and not a separate employment benefit.

ARTICLE XXXIII
PROMOTIONS

33.1: Promotion to position of lieutenant shall be made by competitive promotional examinations. Competition shall be limited to those in the service who possess the minimum requirements for the position. Job vacancies will be posted in a conspicuous place, setting forth the requirements for the position, for a period of fifteen (15) calendar days. Qualified employees interested shall apply to the Chief of Police within fifteen (15) calendar days of the posting period.

33.2: All applicants must have at least five years seniority within the Department, at least one year experience within grade, and must have attained grade of sergeant. The applicant must attain at least seventy percent (70%) score on the written portion of the application test to be eligible for promotion.

33.3: The employee's overall performance rating shall comprise 40% of the total weighted score and shall consist of two parts, one part being promotional potential evaluation - 20% and one part being Department performance evaluations - 20%.

Using the deadline date for eligibility for promotion, the four (4) most recently completed, six month departmental performance evaluations for each candidate for all positions/assignments will be totaled, divided by four and multiplied by 20%.

Each Sergeant who is a candidate for Lieutenant will receive a promotional potential evaluation from Lieutenants and Captains just prior to the administration of the written test. All the command ratings for such subordinate candidate will be totaled,

divided by the total number of command raters (seven [7] if all positions are filled) and multiplied by 20%.

33.4: An applicant's final score will be determined by the weighted factors of the areas tested as follows:

- A. Written aptitude test - 40%.
- B. Overall performance evaluation - 40%
(Combination of promotional potential evaluation [20%] and average of four [4] most recent Department performance evaluations [20%]).
- C. Seniority - 10%
Calculated as follows: one-half ($\frac{1}{2}$) percentage point for each full year of seniority not to exceed twenty (20) years or ten (10) percentage points as of the third (3rd) Wednesday of September of the current test year.
- D. Oral board - 10%
Each eligible candidate will be afforded the opportunity to continue in the process and be interviewed by a three member panel from outside the Port Huron Police Department. There will be individual oral board for Lieutenant. The chief will select oral board members. The union may reject an oral board member for cause within five days of the posting of the names of the panel members.

33.5: Eligibility list for Lieutenant shall be established in order of relative excellence from the final scores. Scores that reflect a percentage figure will be carried two (2) integers to the right of the decimal point. All total weighted scores shall remain privileged between the Employer and the employee unless such rating becomes a matter for special conference or grievance. The Police Chief shall select from any of the top three on the eligibility list and shall give notice to the Personnel Officer of the selection.

33.6: The individual selected shall be granted a six (6) months' probationary period to determine: 1) their desire to remain on the job; 2) their ability to perform the job. During the six (6) months' probationary period, the employee shall have the opportunity to revert back to their former classification. If the employee is unsatisfactory in the new position, notice and reasons shall be submitted to the Unit President in writing by the Employer with copy to the employee. The matter may then become a proper subject for the second step of the Grievance Procedure. All

promotions shall automatically be made into Step "D" of the pay grade with progression to Step "E" in six (6) months.

33.7: The eligibility list as established by the Employer shall remain up to, but not exceed, one (1) year from the date of its establishment; however, the Employer may abolish such list in less than one (1) year if the said list no longer contains a required minimum of four (4) applicants. The eligibility list shall be considered expired one (1) year from the date of establishment, and it shall be necessary to re-test for any positions.

ARTICLE XXXIV
DEMOTION AND RECALL

34.1: Demotion. In reducing the working force because of the lack of work or other legitimate cause, the last employee hired shall be first employee demoted; providing, the employee having greater seniority who was retained is qualified to do the work available. Disputes arising out of the application of the above provision shall be subject to the Grievance Procedure in the Agreement.

34.2: Employees to be demoted for an indefinite period of time will have at least seven (7) calendar days notice of demotion. The Union President shall receive a list from the Employer of the employees being demoted on the same date the notices are issued to the employees.

34.3: Recall Procedure. When the working force is increased after a layoff, employees will be recalled according to seniority. Notices of recall shall be sent to the employee's last known address by registered or certified mail. If an employee fails to report within ten (10) days from the date of mailing of notice or recall the employee shall be considered a quit.

ARTICLE XXXV
TRANSFERS

35.1: If an employee is transferred to a position in the Department under the Employer not included in the unit, and is thereafter transferred again to a position within the unit, the employee shall have accumulated seniority while working in the position to which they were transferred. Employees transferred under the above circumstances shall retain all rights accrued for the purposes of any benefits provided for in this Agreement.

ARTICLE XXXVI
LATERAL TRANSFERS

36.1: Lateral transfer to the positions of Detective Lieutenant, Detective Sergeant and Administrative Sergeant will be made by the Chief of Police. The positions of Detective Lieutenant, Detective Sergeant and Administrative Sergeant shall be reviewed by the Chief every three (3) years.

In the event a new Bureau is created, the method of selection shall be subject to collective bargaining.

ARTICLE XXXVII
USE OF PAST RECORDS

37.1: The Employer agrees that for the purposes of promotion and in matters of discipline, the employees' performance records covering incidents of minor infractions shall not be used beyond the time period of three (3) years. This is no way to be interpreted that the Employer does not have the right to retain on file the complete personnel records of the employees from the initial date of hire.

37.2: The Employer shall not allow anyone, with the exception of Police Department personnel, the City Administrator, City Personnel Director, or Assistant City Administrator, Corporation Counsel, the City Attorney, or Assistant City Attorneys to read, view, have a copy of, or in any way peruse a member's personnel file or any personnel records, which are kept by the Personnel Department and the Police Department. This language does not prohibit the above individuals from making official reports regarding information contained therein.

ARTICLE XXXVIII
TEMPORARY ASSIGNMENTS

38.1: Any temporary assignment to a Lieutenant within the patrol division shall be filled by the Sergeant working on the shift in which the vacancy occurs. Should the Sergeant decline the temporary assignment to Lieutenant, then the position will be filled by seniority within the Sergeant rank by seniority within the patrol division. If all Sergeants should decline such assignment within the patrol division, then the junior Sergeant within the patrol division shall be ordered to take such assignment.

38.2: Any temporary assignment to the position of Detective Lieutenant shall be made by appointment of the Chief or designee

out of the Lieutenant's rank only after that position has been vacant more than 30 days.

ARTICLE XXXIX
DISCHARGE, SUSPENSION OR DEMOTION

39.1: Notice of Discharge or Discipline. The Employer agrees, promptly upon discharge or discipline of an employee, to notify in writing the Steward of the discharge or discipline.

39.2: The discharged or disciplined employee will be allowed to discuss the discharge or discipline with the Steward of the shift. Upon request, the Employer, or designated representative, will discuss the discharge or discipline with the employee and the Steward.

39.3: Appeal of Discharge or Discipline. Should the discharged or disciplined employee or the Steward consider the discharge to be improper, a complaint shall be presented in writing through the Steward to the Employer within two (2) regularly scheduled working days, not including weekend, of the discharge or discipline. The Employer will review the discharge or discipline and give its answer within three (3) regularly scheduled working days after receiving the complaint. If the decision is not satisfactory to the Union, the matter shall be referred to the personnel level of the Grievance Procedure.

ARTICLE XL
GRIEVANCE AND ARBITRATION PROCEDURES

40.1: The Employer will answer in writing any grievance presented to it in writing by the Union.

40.2: The grievance must be presented in writing by the Steward to the immediate Supervisor within ten (10) days after knowledge of its occurrence in order to be a proper matter for the Grievance Procedure.

40.3: Any employee having a grievance in connection with their employment shall present it to the Employer as follows:

40.4: Step 1: If an employee feels they have a grievance, the employee shall discuss the grievance with the Steward.

40.5: The Steward may discuss the grievance with the immediate Supervisor as outlined in Article VIII. If the matter is thereby not disposed of within two (2) working days, it will be submitted in written form by the Steward to the Bureau Captain. The Police

Chief or representative shall answer the grievance within three (3) working days.

40.6: Step 2: If the grievance is not satisfactorily settled in Step 1, the Union may submit, within five (5) days, their appeal on agenda to the Chief of Police for the purposes of the appeal. A meeting will be held between at least two (2) representatives of the Union and at least two (2) representatives of the Employer to discuss the grievance or grievances appearing on the agenda, within seven (7) calendar days from the date the agenda is received by the Chief of Police. The Chief of Police shall submit to the Union, within five (5) days after this meeting, an answer stating the Employer's position concerning the grievance or grievances as a result of the meeting.

40.7: Step 3: If the grievance is not satisfactorily settled in Step 2, the Union may submit, within five (5) days, their appeal on agenda to the Personnel Officer for the purposes of the appeal. A meeting will be held between at least two (2) representatives of the Union and at least two (2) representatives of the Employer to discuss the grievance or grievances appearing on the agenda, within seven (7) calendar days from the date the agenda is received by the Personnel Officer. The Personnel Officer shall submit to the Union, within five (5) days after this meeting, an answer stating the Employer's position concerning the grievance or grievances as a result of the meeting.

40.8: Arbitration. Should the parties fail to reach agreement after Step 3 above, then the Employer and the Union agree to the submission, upon request of either party within twenty (20) days, to arbitrate the dispute through the services of the American Arbitration Association in accordance with its rules.

40.9: The Employer and the Union agree that fees regarding arbitration procedure shall be borne by the losing party in such arbitration.

40.10: After a case has been referred to arbitration, the case may not be withdrawn by either party except by mutual consent.

40.11: Finality of Decisions. There shall be no appeal from any Arbitrator's decision. Each such decision shall be final and binding on the Union, its members, the Employee, or Employees involved, and the Employer.

40.12: Payment of Back Pay Claims and Computation of Back Wages. In determining payment of back pay claims and computation of the back wages, the Employer and the Union agree that the Arbitrator will, as nearly as possible, attempt to make the employee whole. In so doing, the Arbitrator will take notice of that income earned

from other sources as a set off that would not have been able to be earned otherwise and also allow proofs to be submitted regarding losses suffered by the employee as a direct result of the Employer's decision.

ARTICLE XLI
PENSION

41.1: All employees will be covered under the Municipal Employees Retirement System (MERS). Benefit levels provided will be B-4, 2.5% multiplier, RS50, FAC-3, F55/25, and 10 year vesting. Effective July 1, 1999, employees will be provided F50/25 and 2.75% pension multiplier.

41.2: The employee pension contribution shall be four (4%) percent. Effective July 3, 1999, the employer will pick up 3% of the cost of the increased 2.75% multiplier with the employee paying the balance based on an actuarial analysis from MERS.

41.3: Employees who have at least ten (10) years of credited service with the City of Port Huron may purchase military service credit, as permitted under the rules of the Michigan Employees' Retirement System (MERS) at 100% employee expense.

ARTICLE XLII
SEVERABILITY AND SAVINGS CLAUSE

42.1: If any parts of this Agreement are found to be illegal, such illegality shall not in any way affect any other parts of this Agreement.

42.2: In the event that any Chapter or Section is held invalid or enforcement of or compliance with which has been restrained, 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 Article or Section during the period of invalidity or restraint.

ARTICLE XLIII
TERMINATION AND MODIFICATION

43.1: If either party desires to terminate this Agreement, it shall, ninety (90) days prior to the termination date, give written notice of termination. If neither party shall give notice of amendment, as hereinafter provided, or if each party giving a notice of termination withdraws the same prior to termination date, this Agreement shall continue in effect from year to year

thereafter subject to notice of termination by either party on ninety (90) days written notice prior to the current year's termination date.

43.2: If either party desires to modify or change this Agreement, it shall, ninety (90) days prior to the termination date or any subsequent termination date, give written notice of amendment, in which event the notice of amendment shall set forth the nature of the amendment or amendments desired. If notice of amendment of this Agreement has been given in accordance with the paragraph, this Agreement may be terminated by either party on ten (10) days' written notice of termination. Any amendments that may be agreed upon shall become and be a part of this Agreement without modifying or change any of the terms of this Agreement.

43.3: Notice of Termination or Modification shall be in writing and shall be sufficient if sent by certified mail addressed, if to the Union to "Command Officers Association of Michigan, 27056 Joy Road, Redford, MI 48239-1949" and if the Employer, address "Personnel Officer, Municipal Office Center, Room 201, 100 McMorran Boulevard, Port Huron, MI" or to any such address as the Union or the Employer may make available to each other.

43.4: The duration of the Agreement will be from July 1, 1998, expiring June 30, 2002 except that the wage portion will be retroactive to July 4, 1998.

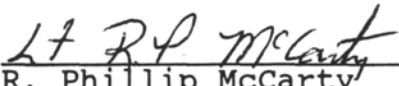
43.5: IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed.

BY THE CITY OF PORT HURON
(As provided in Chapter X of the City Charter)

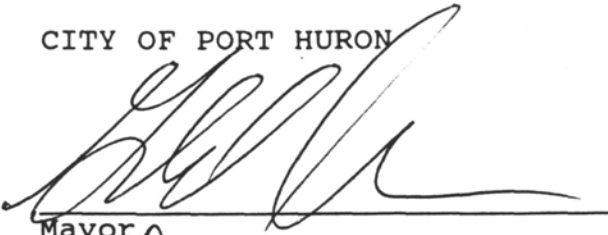
COMMAND OFFICERS ASSOCIATION
OF MICHIGAN

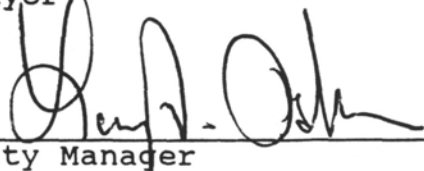

Gerald Radovic


PORT HURON LIEUTENANTS AND
SERGEANTS ASSOCIATION


R. Phillip McCarty

CITY OF PORT HURON

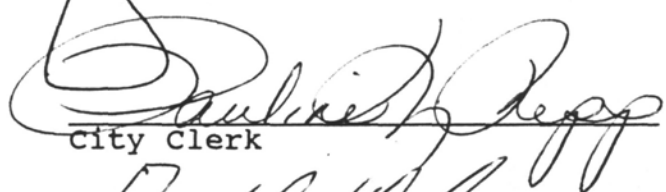

Mayor

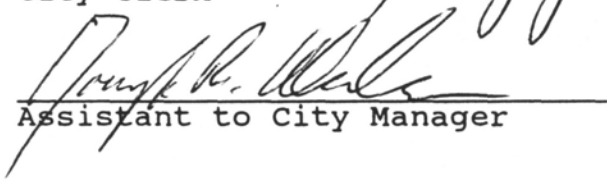

City Manager


Personnel Director


Finance Director


City Attorney


City Clerk


Assistant to City Manager

APPENDIX "A"

CLASSIFICATIONS AND COMPENSATION RATES

Salary Schedule - Period July 4, 1998 through July 2, 1999

<u>CLASSIFICATION</u>	<u>D Start</u>	<u>E 6 Months</u>
Sergeant	\$46,978	\$49,451
Lieutenant	51,676	54,396

Salary Schedule - Period July 3, 1999 through June 30, 2000

<u>CLASSIFICATION</u>	<u>D Start</u>	<u>E 6 Months</u>
Sergeant	\$47,918	\$50,440
Lieutenant	52,710	55,484

Salary Schedule - Period July 1, 2000 through June 29, 2001

<u>CLASSIFICATION</u>	<u>D Start</u>	<u>E 6 Months</u>
Sergeant	\$49,116	\$51,701
Lieutenant	54,027	56,871

Salary Schedule - Period June 30, 2001 through June 28, 2002

<u>CLASSIFICATION</u>	<u>D Start</u>	<u>E 6 Months</u>
Sergeant	\$50,589	\$53,252
Lieutenant	55,648	58,577

Wages to be retroactive to July 4, 1998 on all hours compensated.


Wage Differential - (Clarification)

The top paid Sergeant's rate shall be a 13% differential over a top paid Patrolman. The top paid Lieutenant's rate shall be a 10% differential over top paid Sergeant. The rate of pay for a starting Sergeant or Lieutenant shall be 95% of a top paid Sergeant or Lieutenant.

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY PORT HURON AND THE COAM

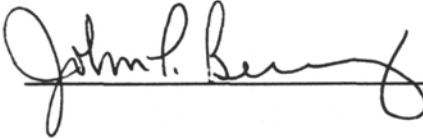
It is understood that the position of Police Captain is appointed by the Chief of Police for an indefinite term, and may be removed subject to the conditions of this agreement. If the Chief of Police deemed it necessary to remove a Captain, the Captain would be afforded the opportunity for a period of one year from date of appointment, to return to the position of Sergeant or Lieutenant which they last held prior to appointment as Captain consistent with the memorandum of understanding between the City of Port Huron and the Port Huron Command Officers.

COMMAND OFFICERS ASSOCIATION
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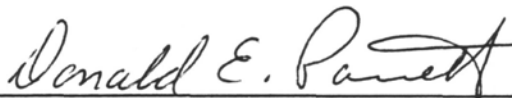
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CITY OF PORT HURON



PORT HURON LIEUTENANTS AND
SERGEANTS ASSOCIATION







DATED: 7-8-98

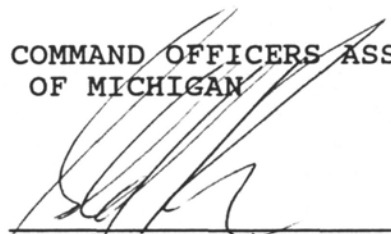
LETTER OF UNDERSTANDING

It is expressly agreed and understood between the Command Officers Association of Michigan and the City of Port Huron that those Officers working over 50% of their shift between the hours of 0700 to 1900 shall only be entitled to afternoon premium between the hours of 1500 and 1900, and not entitled to any other premium.

An Officer working over 50% of their shift, between the hours of 1900 to 0700, shall be entitled to midnight premium for their total hours worked.

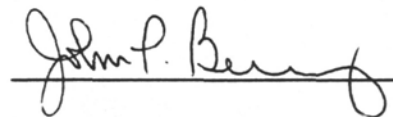
Example: Officers working Platoon #1 and Platoon #2 are entitled to afternoon premium between 1500 and 1900, and no other premium. Officers working Platoon #3 and Platoon #4 are entitled to midnight premium during their entire shift, as long as that shift starts on or after 1300.

COMMAND OFFICERS ASSOCIATION
OF MICHIGAN



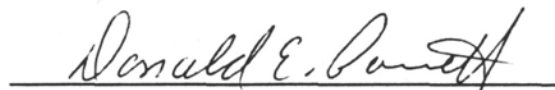
Gerald Radovic

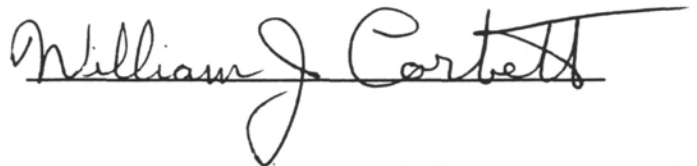
CITY OF PORT HURON



PORT HURON LIEUTENANTS AND
SERGEANTS ASSOCIATION







DATED: 9-8-98

3721

EMPLOYMENT REGULATIONS

CITY OF PORT HURON MICHIGAN



1998

CITY OF PORT HURON EMPLOYMENT REGULATIONS
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Note: The language in this manual is not intended to create, nor does it create, a contract between the employer and employee for employment or the providing of any benefits.

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CITY OF PORT HURON EMPLOYMENT REGULATIONS
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Note: The language in this manual is not intended to create, nor does it create, a contract between the employer and employee for employment or the providing of any benefits.

MISSION STATEMENT

The City of Port Huron's staff is dedicated to providing the finest quality of community services available and strives to maintain that goal as we believe in our obligation to the well-being of the community in which we live and work.

Our employees are our most valuable asset; a direct link to the community, and as such, an integral part in the success of the City's endeavors. The City administration believes that "excellence" is the standard which is set for all we do, and that such a high standard is achieved by encouraging:

- Respect for individuals**
- Positive communication among employees and the community**
- Encouragement of employees' creative, innovative solutions to unique challenges**
- Facilitating the growth and development of the employee, both professionally and personally**
- Recognition and rewards for a job well done**
- Awareness and education concerning special needs of individuals, their families, and their environment**

The City administration believes that the quality of life through the development of a clean, healthy, safe, and progressive city depends upon your success as an employee and your contributions as an individual member of this society.

FOREWORD

This manual is intended to serve as a working guide for officials and employees of the City of Port Huron in the operation of the system of personnel administration.

The manual affords the City Manager a means for presenting Department Heads and employees with a precise statement of the personnel policies and procedures that are to be followed by the administration.

CITY OF PORT HURON

MICHIGAN

CHAPTER I

PERSONNEL REGULATIONS

This manual contains the rules and regulations for operating the complete personnel program and presents the personnel policies and procedures of the Administrative Branch of the Municipal Government.

The policies and procedures so established apply to all employees under the jurisdiction of the City Manager of the City of Port Huron ("City") except as noted or as otherwise agreed by the City in writing. They are intended to provide a sound and equitable plan for handling personnel matters without limiting the responsible administrative officers in securing efficient service.

The Personnel Director shall be responsible for the operation of the plan established by this manual. The Personnel Director will confer with the City Manager on all matters relating to the administrative policies and procedures established by this manual. All Department and Division Heads shall follow the procedures outlined in this manual.

Where the provisions of this Manual are in conflict with, and/or inconsistent with, the provisions of an agreement between the City of Port Huron and a specific local bargaining unit (or the standard operating procedures established by the Department), then the provisions of those agreements, as it applies to the particular bargaining unit, shall prevail.

Revised 07/20/94

EMPLOYER'S RIGHTS

The City, as an employer and on behalf of the electors of the City of Port Huron, hereby retains and reserves unto itself all powers, authority, duties and responsibilities conferred upon and vested in it by law and the Constitution of the State of Michigan and of the United States, the Port Huron City Charter and City Code, and any modifications made thereto.

Further, all rights which ordinarily vest in and are exercised by employers are reserved to and remain vested in the City, including, but without limiting the following rights to:

- a) Manage the affairs of the City efficiently and economically, including the determinations of quantity and quality of services to be rendered;
- b) Introduce new equipment, methods, and machinery, or change and/or eliminate existing equipment and institute technological change, decide on materials, supplies, services, equipment and tools to be purchased;
- c) Determine the size of the work force and increase or decrease its size;
- d) Hire, assign and permanently or temporarily lay off employees;
- e) Direct the work force, assign work, determine classifications, and prescribe and assign job duties, content and classification;
- f) Establish, change, combine or discontinue job classifications and prescribe and assign job duties, content and classification;
- g) Discipline and discharge employees;
- h) Adopt reasonable work rules; and
- I) Select employees for promotion or transfer and determine the qualifications and competency of employees to perform available work.

CHAPTER II

LEGAL RIGHTS

EQUAL EMPLOYMENT OPPORTUNITY POLICY

It is the policy of the City of Port Huron to create a favorable work environment in which all employees, regardless of race, color, national origin, sex, sexual preference, age, handicap, or religious affiliation, can enjoy equal opportunities in their employment relationship with the City. In an effort to maintain equal employment opportunities, the City has recognized the need to periodically evaluate its hiring and promotion practices to insure equal opportunities are available to everyone.

The City Policy concerning equal employment opportunity requires that:

- a) In establishing qualifications for employment, no provision or requirement will be adopted that would be discriminatory on the basis of such protected characteristics as race, color, national origin, age, sex, sexual preference, handicap, or religious affiliation, except where a bona fide occupational qualification exists.
- b) No questions in any examination, application form, or other personnel proceeding, will be so framed as to attempt to elicit information concerning protected characteristics from an applicant, eligible candidate, or employee.
- c) No appointment to or removal from a position will be affected improperly by the person's protected characteristics; and further that it will be the responsibility of all employees to abide by and carry out the provisions of the Equal Employment Opportunity Policy.

Any employee or job applicant who feels that he or she has been subjected to discrimination by employees, officers, or agents of the City are requested to report the incident or complaint directly to the Personnel Director who will investigate and attempt to resolve the matter.

SEXUAL HARASSMENT POLICY

PLEASE TAKE NOTE that the City of Port Huron is against any form of sexual harassment and firmly committed to its prevention and elimination. No employee of the City will be expected to submit to, put up with, or otherwise be exposed to, sexual conduct that causes or reasonably could be considered to cause an intimidating environment. All employees are responsible and must conduct themselves so as to ensure that the City's policies of equal employment opportunity are being observed. Abusing the dignity of anyone through sexist slurs, jokes, sexist paraphernalia or other derogatory or objectionable conduct will subject the abuser to disciplinary action, up to and including discharge.

Sexual harassment is a form of sex discrimination which is illegal and will not be tolerated. The law states, in relevant part, that:

Discrimination because of sex includes sexual harassment, which means unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct or communication of a sexual nature when:

- a) Submission to such conduct or communication is made a term or condition either explicitly or implicitly to obtain employment;**
- b) Submission to or rejection of such conduct or communication by an individual is used as a factor in decisions affecting such individual's employment;**
- c) Such conduct or communication has the purpose or effect of substantially interfering with an individual's employment, and/or creating an intimidating, hostile, or offensive employment.**

If you believe you have been the victim of sexual harassment, or know someone who you believe has been the victim of sexual harassment, you have an obligation to report what you know to the Personnel Director. The matter will be promptly investigated without fear of reprisal or intimidation of any complaint. Do not be afraid to speak up. Without your help, the City of Port Huron may have no other way of discovering and addressing your particular complaint.

DRUG-ALCOHOL FREE WORKPLACE POLICY

The City of Port Huron certifies that it will provide a Drug-Free workplace as directed by Federal and State laws.

The City of Port Huron Personnel Department will comply with the above-mentioned laws and is implementing the following provisions:

- a) Employees are hereby notified that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace. Employees violating this policy will be subject to discipline up to and including discharge.
- b) A drug and alcohol-free awareness program has been established to inform employees about the following:
 - 1) The dangers of drug and alcohol abuse in the workplace;
 - 2) The City's policy of maintaining a drug and alcohol-free workplace;
 - 3) The available drug and alcohol counseling, rehabilitation, and employee assistance programs; and
 - 4) The penalties that will be imposed upon employees for drug and alcohol abuse violations occurring in the workplace.
- c) City employees are notified of the requirements in paragraph (a) that, as a condition of employment with the City, the employees will do the following:
 - 1) Abide by the terms of the statement; and
 - 2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction.
- d) The City will take one of the following actions within thirty (30) days of receiving notice under subparagraph c. (2) with respect to an employee who is so convicted:
 - 1) Take appropriate personnel action against such an employee, up to and including termination; or

- 2) **Require such employee to participate satisfactorily in a drug and/or alcohol abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement or other appropriate agency.**
- e) **The City will make a good faith effort to continue to maintain a drug and alcohol-free workplace through implementation of this policy.**

HANDICAP DISCRIMINATION AND COMPLIANCE WITH LAWS CONCERNING DISABILITIES

The Federal and State governments have both passed laws which afford rights and protection to handicapped employees. These rights include the right to certain accommodations in the workplace so employees with handicaps may still continue to perform their jobs. Any employee who believes they may qualify for assistance under these laws should contact the Personnel Director.

SMOKING - CITY FACILITIES AND VEHICLES

The City instituted a **NO SMOKING POLICY** in 1986 as part of the "Michigan Clean Indoor Air Act" (Public Act Number 198).

State and Federal Laws, as well as medical findings, continue to point out the harmful effects of second-hand smoke. Therefore, effective October 1, 1993, the City of Port Huron instituted the following changes to its smoking policy in its continuing effort to improve the work environment:

- a) **Prior to hiring, new employees will be required to sign a statement that they are non-smokers;**
- b) **As new vehicles come into service, they will be clearly marked as non-smoking vehicles;**

(NOTE: Some current vehicles may also be marked non-smoking.)

- c) **Current employees will smoke in only those areas designated for smoking. All areas not marked for smoking will be restricted areas;**
- d) **Effective January 1, 1994, the Municipal Office Center (M.O.C.) Building became smoke-free. The smoking area will be on the east patio of the M. O. C. Building and in the garage area outside the Police Department.**

PERSONNEL FILES

Employee Access (Bullard-Plawecki Right-to-Know Act)

An employee, upon written request to the Personnel Department, may periodically review, at reasonable intervals, generally not more than two (2) times per year, his or her personnel record. The review shall take place in the Personnel Department during normal office hours, unless inconvenient to the employee due to an unusual shift or job site, at which time a mutually convenient time and place shall be arranged.

An employee may obtain a copy of information contained in his or her personnel file. If there is disagreement with information contained in the personnel file, an employee may submit a written statement explaining his or her position which shall then be made part of the personnel file, with a copy provided to the supervisor.

There is a cost associated with photocopying which includes labor costs and photocopying costs. The Personnel Department can supply employee with an estimate of charges at the employee's request.

In all instances, money must be received before copies are delivered.

PUBLIC SECURITY

City employees may not engage in strikes, sit-downs, stay-ins, stoppages of work, or the interruption of services provided by the City, including strikes or other types of unlawful or prohibited job actions taken in sympathy for the actions of other employee groups.

Any City employees engaging in, instigating or leading any activity herein prescribed, shall immediately be subject to disciplinary action up to and including discharge.

CHAPTER III**RECRUITMENT****RESIDENCE REQUIREMENTS**

The residency policy of the City of Port Huron is designed to enhance and facilitate the performance of efficient City Government. Therefore, the City will encourage employees to have a residency location that is consistent with the above-stated policy as it relates to their specific job requirements.

Any employee who moves his/her place of residency shall report such a move within seventy-two (72) hours to his/her Department Head and to the Personnel Department.

IMMIGRATION LAW (IRCA)

U. S. Immigration Laws (IRCA) requires that any employee who is hired or recruited for a fee after November 6, 1986, be subject to a document inspection process. The requirement applies to U.S. citizens as well as to non-citizens. The verification process must take place within three business days of hiring.

Essentially, you will be testifying that you are:

- a.) a citizen or national of the United States, or
- b.) an alien lawfully admitted for permanent residence, or
- c.) an alien authorized to work in the United States.

You must present documents to prove your identity and employment eligibility and the City must physically examine this evidence. These regulations and the proofs required will be discussed during the hiring process.

EXAMINATIONS

The relative fitness of applicants for appointment or promotion to job positions, will be determined by competitive or qualifying examinations, which may consist of an evaluation of the applicant's education and experience, written tests, performance tests, personal interviews and such other techniques as deemed appropriate by the Personnel Director and are designed to determine the qualifications of applicants to perform the work satisfactorily. Applicants may be required to submit proof of educational achievement and related matters as requested by the Personnel Director.

ORIENTATION

The City believes that a smooth and thorough orientation of new employees results in a positive integration into the City's operations, and will lead to a more productive and satisfying employment relationship. For this reason, new employees are to be scheduled for a thorough orientation promptly following their date of hire; they receive information about the City's employment benefits and complete related documents. The employee's supervisor is to provide each new employee with such information as: background about the City, its personnel policies, each department's organization and functions, the employee's role in helping to achieve City goals, the employee's job content and performance evaluation standards, job safety, promotional opportunities, and any other information deemed pertinent to establish employee comfort.

New employees should also be introduced to their co-workers, and other supervisors and managers with whom they will be working.

The topics covered by a supervisor in a new employee orientation shall be documented on a form prescribed by Personnel, who will receive completed orientation forms, including the employee's signature, for placement in the employee's personnel file.

Following initial orientation, supervisors and managers should regularly check with employees concerning questions they may have, their working conditions, any problems or difficulties they may have encountered, and feedback concerning their performance or job progress.

CHAPTER IV

IN-SERVICE ACTIVITIES

PHYSICAL EXAMINATIONS

As a condition of employment, applicants may be required to satisfactorily complete a post offer of employment physical examination from a physician designated by the Personnel Director and at the City's expense, which shall include screening for controlled substances.

Any employee may be required to undergo periodic physical and/or psychological examinations as deemed necessary for the health and safety of the individual or to protect the health and safety of other employees and citizens. The City shall pay the cost of all medical examinations required under this section when such examinations are ordered by the Personnel Director.

The City may, at its discretion, require employees to take physical examinations including screening for controlled substances.

REQUEST FOR LEAVE

Requests for any type of leave (except short-term illness) shall be made in writing and shall, whenever possible, be made far enough in advance to permit approval. However, leave with pay may be granted when an employee is unable, by reason 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.

Annual Leave

Each regular full-time, salaried and hourly employee will be allowed annual leave in accordance with the following subsections. Vacation leave shall be earned at the rate of fifteen (15) work days per twelve (12) month period when on the Employer's payroll as a permanent employee. Legal holidays falling within a period of vacation leave are not included as part of such leave.

Employees hired after January 1, 1995, will receive their vacation as follows:

<u>Years of Service</u>	<u>Annual Vacation Leave</u>
After 1 year	5 days of vacation
After 3 years	10 days of vacation
After 5 years	15 days of vacation

Employees should review their union contract or contact their Department Head or Personnel for clarification of this benefit.

Schedule

Annual leave scheduling shall be at the discretion of the Department Head. Annual leave should be scheduled in weekly periods. Annual leave for periods of less than one week will be allowed only when it is necessary for the good of the service.

Accumulated Annual Leave

Annual leave may be accumulated and carried over to the following calendar year for a maximum of fifteen (15) work days (with the exception of Police, Fire and Dispatch personnel). Approval for accumulation of a longer period of time can only be given by the Personnel Director and will only be given when it is absolutely necessary for the good of the service. When leaving the service of the City, an employee will receive pay for any non-forfeited leave time not taken. If full-time employment is terminated before probationary period is completed, no annual leave shall be allowed.

Longevity Vacation

Employees will be granted an additional five (5) days vacation on completion of ten (10) years service and an additional five (5) days upon completion of fifteen (15) years service. Any such additional leave herein provided shall be used before the next anniversary date and not be cumulative from year to year.

Pay in Lieu of Vacation

Once employees attain fifteen (15) years of continuous full-time service with the City they shall be entitled to receive cash payment in lieu of time off based on the following schedule:

- a). Fifteen (15) years continuous service - May sell five (5) longevity days.

Cash payment shall be at the regular rate of pay. Employees eligible for this program will get an election sheet yearly at the time of their longevity date. Whether the employee elects payment or not the form must be returned to the Department Head for submission to Personnel.

Accident Reporting Policy

Any on-the-job injury, no matter how slight, must be reported by the employee to the immediate supervisor at the time of the injury. If the injury does not require professional medical care and is only a matter of applying first aid, then the supervisor need only make a notation of this injury in the unit log.

If, at the request of the employee or in the opinion of the immediate supervisor, medical attention is needed, the supervisor should refer to the guidelines spelled out in Administrative Regulation 9-2.

Employees will be given a copy of Administrative Regulation Number 9-2 "Accident Reporting Policy" when they are hired. Current employees may request a copy of the regulation from the Personnel Department.

Sick Leave/Benefits - Seasonal and Part-time Employees

Seasonal and part-time employees shall not be entitled to earn sick leave or benefits.

Physician's Certificate

A certificate from a reputable physician may be required, at the option of the employer, as evidence of illness before compensation for the period of illness is allowed. It shall be optional with the Personnel Director whether the physical examination in such instance shall be administered by the City physician.

EMERGENCY LEAVE

Employees are permitted emergency leave based on contractually negotiated language. Employees with questions concerning this policy should refer to their union contract or discuss the policy with their Supervisor or Department Head.

ATTENDANCE

Employees are expected and required to be in attendance, prepared to commence work activities, at designated work locations, at assigned hours. Employees are also expected to remain at work for the entire work period excluding rest and meal periods. Late arrival, early departure, and other personal absences are disruptive and should be avoided. Where employees are found to abuse absence time from scheduled work, the City may find it necessary to attempt correction of the situation by counseling, disciplinary measures, or termination. Any employee on an unauthorized absence for more than three (3) scheduled work (days/shifts) without acceptable notification to the City will be deemed to have abandoned the position, and will be automatically terminated.

LEAVES OF ABSENCE WITHOUT PAY

- a.) Written leaves 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. 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 may result in dismissal. Such leave shall be granted when it will not result in undue prejudice to the interests of the City as an employer beyond any benefits to be realized. Applications for leaves of absence for travel or study calculated to equip the employee to render more efficient service to the City 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 the employee's record of service or by other evidence to be of more than average value to the City whose service it is desirable to retain even at some sacrifice.
- b.) Written leaves of absence without pay will be granted to full-time employees by the Personnel Director for leave requested under the Family and Medical Leave Act of 1993 (FMLA). Under the FMLA, employees are entitled to extended unpaid leave of up to 12 weeks annually under the following circumstances:
 - 1) Because of the birth of a child and in order to care for a child;
 - 2) Because of the placement of a child with an employee for adoption or foster care;
 - 3) For the care of the employee's spouse, son or daughter, or parent, who has a serious health condition; or

- 4) For a serious health condition that makes the employee unable to perform his/her job.

Employees must provide 30 days advance notice when such leave is foreseeable. The employee shall submit medical certification to support a request for such leave because of a serious health condition. While on FMLA leave, employees shall retain all employment benefits which had accrued prior to the commencement of the leave requested. The minimum requirements and the terms and definitions as provided and as subsequently amended under the FMLA, 29 USC & 2601 et. seq. and any regulations promulgated thereunder, shall control the granting of unpaid leave under this subsection. Employees with specific questions about the Family and Medical Leave Act should contact the Personnel Department. Leaves 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 Director before leave is taken, except in emergency situations where advance notice is impossible. In such cases retroactive approval may be granted.

MILITARY LEAVE

Military leave will be granted in accordance with State and Federal law.

JURY DUTY AND COURT APPEARANCE

Employees with questions concerning this policy should contact the Personnel Department or see Administrative Regulation No. 9-3.

EMPLOYEE ABSENCE REPORT

When an employee is not able to report for work because of sickness, illness or injury, the employee or some member of the household shall notify the supervisor or department office by telephone or messenger as soon as possible. Unless the employee's supervisor or department office is so notified, no leave will be approved, except in unusual cases and then only after approval of the Personnel Director. Each department shall notify the Personnel Department daily of their department absentees.

LEGAL HOLIDAYS

Employees should review their union contract or contact their Department Head or Supervisor for clarification of this benefit.

HOURS OF WORK

The City Manager shall prepare and install regulations governing hours of work.

REST/LUNCH PERIODS

Employees are permitted rest periods and lunch based on Department policy and contractual obligations. Employees with questions concerning this policy should contact their Supervisor, Department Head, or refer to their union contract.

CHAPTER V

PENALTIES AND TERMINATIONS

EMPLOYEE CONDUCT

When it is necessary to apply corrective action to modify employee conduct, the City will generally apply the basic principles of progressive discipline. In accordance with these principles, severe disciplinary action and/or discharge will normally occur only after previous corrective actions have failed, although some infractions may be so serious as to require immediate discharge or other severe disciplinary action.

Generally, progressive discipline involves an oral warning, written warning, suspension without pay, and termination; however, the appropriate actions are determined by considering such factors as the nature and severity of an offense and the past work record of an employee. All disciplinary actions which result in a written warning and/or a suspension from work become a part of an employee's personnel record with a copy of the record going to the employee. No employee may be discharged for misconduct without the approval of the City Manager.

The following is a list of unacceptable conduct within the work setting. This list is not necessarily complete and, in fact, certain departments may develop additional work rules which are specific to those departments' needs and which have been verified as consistent with these rules and approved by the City Manager.

Attendance and Attention to Work:

- a.) Failure to adhere to appropriate leave time provisions when taking time off;
- b.) Arriving for work after the designated starting time for your work day;
- c.) Leaving from work prior to the designated ending time for your work day;
- d.) Taking more rest periods than are permitted or extending the rest period beyond agreed upon time limits;
- e.) Conducting personal business on the job;

- f.) **Sleeping, loafing or loitering on the job;**
- g.) **Disturbing co-workers by visiting during work hours.**

Health and Safety:

- a.) **Not adhering to prescribed safety procedures;**
- b.) **Not using, when necessary, prescribed safety devices and clothing;**
- c.) **Not complying with or falsifying accident and injury reporting procedures as described in Administrative Regulations 9-2;**
- d.) **Endangering the safety of self or others through horseplay or carelessness.**

Personal Conduct:

- a.) **Refusal or failure to follow the direction of a duly designated member of management from whom an employee receives direct supervision or failure to comply with an established procedure without good cause;**
- b.) **Discourtesy or abusive behavior toward citizens and co-workers;**
- c.) **Dishonesty, including falsifying employment applications, work records, time sheets and payroll records, or stealing;**
- d.) **Misuse, abuse or damage resulting from the misuse of City property;**
- e.) **Unauthorized use of City property;**
- f.) **Use or possession of alcohol or drugs while on City time or being impaired from properly performing the job due to the use of drugs or alcohol;**
- g.) **Not adhering to the City's smoking policy;**
- h.) **Sexual harassment as outlined in the City's policy statement on sexual harassment;**
- i.) **Off-duty misconduct such as conviction for a crime, which prevents an employee from performing the job;**
- j.) **Gambling - the playing of a game of chance for stakes while on duty;**

- k.) **The employee is careless or negligent with the monies or other property of the City.**

Political Activity:

- a.) **Unauthorized soliciting or campaigning on City time or property.**

Security:

- a.) **Carrying or having on City Property unauthorized weapons;**
- b.) **Misusing City identification;**
- c.) **Disclosing information which is confidential, such as individual wage and benefit information, social security information or other protected information;**
- d.) **Accepting or offering bribes, gifts or favors.**

LAYOFFS

When it is necessary to reduce the number of employees on the City payroll because of lack of work or funds, the City Manager may request the Personnel Director to make a thorough investigation of the problem. The analysis of proposed layoffs will consider first the types of activities to be curtailed and the classes of positions thereby affected, and will then proceed to the selection of individual employees to be released. Employees who are separated from the service through no fault of their own will be placed on a re-employment register.

Employee's previous service will be a factor in determining the order in which the employee should be released.

All other things being equal, consideration will be given to the employee's length of service with the City in determining layoffs. The final decision as to layoff shall rest with the City Manager.

RESIGNATIONS

An employee resigning his or her position should, whenever possible, give sufficient advance notice of their intention to enable the City to make proper provisions for the filling of his or her position. All resignations must be in writing and submitted in duplicate to the Department Head. The Department Head shall forward one copy to the Personnel Director who will notify the employee in writing as to the receipt of the resignation.

CHAPTER VI

SUGGESTIONS AND COMPLAINTS

SUGGESTIONS

The Personnel Director will welcome suggestions from Department Heads and employees for improving the personnel system. Such suggestions may be presented to the Personnel Director by letter, memorandum, or in person. If it becomes apparent that changes in any part of the personnel system are necessary or desirable, such changes will be made.

CHAPTER VII

BENEFITS

HOSPITALIZATION

The City will provide a suitable hospitalization plan, at the Employer's option, for each permanent full-time employee, spouse and dependent children to the end of the year in which said children obtain their nineteenth (19th) birthday.

Employees should review their union contract or contact their Supervisor or Department Head for clarification of this benefit program.

The City 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 equivalent to the coverage offered by the City. However, the employee would be eligible for the waiver of medical coverage provision described in this booklet. In the event the subscriber of such a hospital-medical plan ceases to be so covered resulting in an employee losing member coverage, the City shall, upon notice, immediately enroll the affected employee under its existing plan with full coverage for the employee, spouse and dependents, if any, thereby insuring such an employee of continuous coverage for benefits.

WAIVER OF MEDICAL COVERAGE

Employees electing not to participate in the health insurance program, Hospital, Medical, Surgical Service provided by the City, will be eligible to receive a \$100 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 waiver will be automatic for the lower seniority employee unless requested differently by the employee. Employees interested in this program should contact the Personnel Department.

DENTAL INSURANCE

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

Employees should review their union contract or contact their Supervisor or Department Head for clarification of this benefit program.

LIFE INSURANCE

The City shall pay the cost of Life Insurance for each permanent full time employee. Employees should review their union contract or contact their supervisor or Department Head for clarification of this benefit program.

OPTICAL PROGRAM

The City shall provide an optical program for each permanent full-time employee. Employees should review their union contract or contact their supervisor or Department Head for clarification of this benefit program.

PAYROLL DEDUCTIONS

Payroll is prepared bi-weekly. Various deductions from paychecks including the following: U.S. Savings Bonds, deferred compensation, automatic deposits to participating banks, union dues, insurance premiums, Christmas Club, may be authorized by contacting payroll.

ADVANCE PAY

Employees should notify the Department Head of their request for an advance pay one week prior to the ending of the pay period in which employee desires the money. Payroll 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.

DEFERRED COMPENSATION

Deferred compensation is a tax-shelter plan which allows the deferring of a specified amount of your current compensation for retirement years. Taxes are due and payable at time of withdrawal and use of funds. The details of the plan and restrictions are established per IRS Guidelines.

For further information contact Payroll.

DEPENDENT CARE REIMBURSEMENT ACCOUNT

The dependent care reimbursement account allows you to direct a part of your pay, on a pre-tax basis, into a special account that can be used throughout the year to reimburse you for certain work-related dependent care expenses. Work related means that these expenses were incurred because you and your spouse work.

Money goes into your reimbursement account before federal, state, city and social security taxes are withheld. Accordingly, you pay less in taxes and have more disposable income.

Because this reimbursement account allows you certain tax advantages, it is governed by specific federal regulations. A summary of the program and federal regulations are available in Personnel and will give you important information concerning the plan, such as the rules you must satisfy before you can join and the laws that protect your rights. To find out if you are eligible for the plan, as well as to request a copy of the Summary Plan Document, please contact the Personnel Department.

EDUCATIONAL REIMBURSEMENT

The City recognizes the value of training and educational programs in improving employee performance. In order to encourage such training, the City will permit, within budget limitations, reimbursement for training and educational programs which are deemed to be related to the employee's classification and work assignments. Such reimbursement must be approved by the Department Head, Personnel Director and Finance Director prior to the beginning of the program. Reimbursement will be made upon satisfactory completion of the course/training sessions, etc. Full reimbursement will be provided for tuition and books. Reimbursement will not be permitted for travel expenses or for employee time. Requests for reimbursement at the end of the program/course should include proof of successful completion, grade "B" or better for graduate work; "C" or better for undergraduate work, and receipts for tuition, and book costs.

If the Department Head requests that an employee attend such a training program, full reimbursement for travel and lodging (when appropriate) shall be permitted.

The City may require the employee receiving training/education at City expense to sign a statement stipulating that they will remain in City employment for a minimum specified time period after completion of the training or repay a prorated portion of the expenses paid by the City.

CHAPTER VIII**RETIREMENT****RETIREMENT-MUNICIPAL EMPLOYEE'S RETIREMENT SYSTEM**

All employee groups are enrolled in the Municipal Employees' Retirement System. A Retirement Plan booklet is reviewed and given to all new hires. Also, each full-time permanent employee has received a copy of the booklet. Any employee having questions about their retirement program should refer to the booklet entitled "Municipal Employees Retirement System" or contact the Personnel Department for discussion and review of their particular benefits under this program.

RETIREMENT HEALTH CARE BENEFITS

Employees hired prior to December 31, 1992, will be eligible to receive Retirement Health Care Benefits when they attain "normal" retirement age. Employees hired after January 1, 1993, must have a total of 80 points (years of service + age and be eligible to retire) to receive Retirement Health Care Benefits. (Except for Police and Fire union personnel hired after July 1, 1994, who shall need 75 points.) The provisions in the Municipal Employees' Retirement System that relate to Duty/Non-Duty disabilities could also qualify employees for Retirement Health Care Benefits.

NOTE: Normal Retirement Age is defined as being eligible for unreduced retirement benefits.

CHAPTER IX

CITY POLICIES AND PROGRAMS

WORKPLACE VIOLENCE POLICY

The City recognizes the need to provide for the safety and security of all City employees and visitors. Therefore, the City hereby establishes a policy of zero tolerance toward threats, threatening behavior, or acts of violence against employees, visitors, guests, or other individuals by anyone on city property except by those individuals authorized by law and acting within the City's policies and procedures in the performance of their duties. This includes physical attacks, verbal or physical threats, destruction of property, sexual harassment, intimidation, or abusive language.

COMPUTER POLICY

Ownership. The computer system is the property of the City of Port Huron. All data and other electronic messages within this system are the property of the City of Port Huron. E-mail messages either composed or received in this system may be considered City Records, depending on their content, and therefore, may be subject to Freedom of Information Act requests and other legal disclosure.

Monitoring Privacy. The City of Port Huron reserves the right to monitor all computer information, including e-mail messages, either composed or received in the e-mail system. It is possible that e-mail sent from the City's system can be intercepted on the system and on the Internet, therefore the user should not expect any degree of privacy regarding computer information, including e-mail messages. E-mail messages deleted by the user may be retrievable from the hard drive, backup tapes or the receiving or sending e-mail system.

EMPLOYEE STATUS CHANGE POLICY

Each employee is responsible to let Personnel know about the following status changes within seventy-two (72) hours after the event:

- Address change
- Weddings
- New babies/adoptions
- Death or Divorce
- Change in Dependents, etc.

Please contact Personnel. This will assure that your benefits remain uninterrupted.

OUTSIDE EMPLOYMENT POLICY

Outside employment or business activities of full-time City employees shall be prohibited unless specific approval is obtained from the City. The City will consider the following elements of policy before approval shall be given to any employee applying for permission to engage in outside employment or business activities:

- Impairment of Efficiency**
- Workers' Compensation and Disability Claims**
- Conflict of Interest**
- Public Relations**
- Public Safety**

Employees will be given a copy of Administrative Regulation number 9-1 "Outside Employment" when they are hired. Current employees may request a copy of the regulation from the Personnel Department.

CONFLICT OF INTEREST POLICY

No employee shall engage in any business or transaction or shall have a financial or other personal benefitting interest which is incompatible with the proper discharge of his/her official duties or would tend to impair his/her independence of judgment or action in the performance of his/her duties.

Examples of conflicts are enumerated below for guidance. When a employee has doubt as to the possible conflict of a particular situation, he/she shall consult the supervisor beforehand.

- a.) **Accepting or soliciting gifts and favors;**
- b.) **Use of privileged information for personal or financial gain;**
- c.) **Any use of official position for personal or financial gain;**
- d.) **Participation in transactions as a City representative with a business entity in which he/she has a direct or indirect financial or other personal interest;**
- e.) **Conspiring with or influencing a fellow employee to engage in conflict of interest acts;**
- f.) **Use of City property for personal benefit.**

Employees with questions concerning this policy should contact the Personnel Department and request a copy of Administrative Regulation Number 2-1.

CITY DRESS CODE POLICY

All employees are asked and encouraged to present themselves during working hours in attire that is appropriate to their position and the nature of the work they perform.

Employees having personal contact with citizens should be particularly conscious of maintaining dress and grooming standards that present the City in a professional image.

If there are any questions, please contact your supervisor, Department Head or Personnel.

NEPOTISM NON-FRATERNIZATION POLICY

It is the policy of the City that a permanent employee shall be deemed ineligible to hire into, promote into, demote into, transfer into, or in any other manner move into the same City department in which an immediate relative is employed, if said employee would thus directly supervise, or be directly supervised by, the immediate relative. For the purpose of this policy, the term "immediate relative" shall include: Spouses, parents, children, brothers, sisters, grandparents, parents-in-law, brothers-in-law, sisters-in-law, daughters-in-law, sons-in-law, or any step-relatives in any of the foregoing categories.

Also, this City policy prohibits the cohabitation or dating of employees within the same department and/or within the same functional area where one might exercise authority or influence over the other's job status or progression.

In the event that a relationship listed above is created between employees within the same department, one of the said employees shall within ninety (90) calendar days move to a position outside of said department. Failure of the employee to obtain a position outside of the department will result in termination.

Relatives working within the same City department who are employed by the City prior to July 1, 1994, shall not be affected by the stated policy provisions.

Administration - The City Manager shall have the authority to waive this policy if deemed necessary for the good of the City.

Questions should be referred to the Personnel Department.

CITY BULLETIN BOARDS - EMPLOYEE UPDATES

Bulletin Boards have been placed at all locations as a means to update employees on pertinent employee data, such as birthday's anniversaries, weddings, funeral announcements, policy changes, wellness programs, employee events, etc.

Employees are prohibited from using the boards for personal solicitation. The boards are maintained by members of the Employee Assistance Committee.

EMPLOYEE ASSISTANCE PROGRAM - CENTER FOR HUMAN RESOURCES

Employee Assistance Program - Center for Human Resources

Life does not always go smoothly. All of us experience times when a personal problem or crisis situation affects the way we function at work and home. The Center for Human Resources' Employee Assistance Program is a problem-solving resource that is available to you or members of your family. The employee assistance professional will assist you in assessing your situation, finding options, making choices or locating further help.

Some common concerns include...

- Stress or burnout
- Financial and legal concerns
- Marriage and family problems
- Alcohol or chemical dependency
- Work-related problems
- Parenting
- Emotional problems
- Grief and loss
- Abuse issues

It's confidential and free...

The City covers the cost of initial assessment, problem solving sessions, and referral services. If there is a need for long-term counseling or treatment, the EAP professional will help you explore the various resources and/or payment options that are available.

Employee Assistance members are located at all facilities to help fellow employees and to direct them in locating further assistance.

PHONE 984-EAP-1

SOLICITATIONS ON CITY PREMISES - POLICY

Solicitation of employees on the premises is strictly prohibited with the exception of solicitations for non-profit fund raising and for gifts for special events for employees (resignations, retirements, weddings, births, etc.) This prohibition applies both to employees on working time and to outsiders. The Personnel Department should be contacted when this policy is violated.

OPEN-DOOR POLICY

Employees are encouraged to take complaints directly to their supervisor. If the employee is not satisfied with the response of the supervisor or is not comfortable in discussing the concern with the supervisor, he or she may go directly to the appropriate Department Head or the Personnel Director. Employees are encouraged to discuss their concerns openly. All complaints will be treated confidentially and employees will not be criticized or coerced for utilizing the Open-Door Policy. (This policy does not preclude the use of the contractually negotiated grievance procedure.)

HEALTH AND SAFETY PROGRAM

Supervisors will analyze all of their jobs step-by-step to assure they can be handled safely. All appropriate OSHA and MIOSHA guidelines will be adhered to, including the use of MSDS sheets. New hires, as well as current employees, will receive training concerning confined spaces, hazardous materials, back safety, etc.

Employees are responsible to report any concerns they have concerning Health and Safety issues to their Supervisor, Personnel or a member of the Health and Safety Committee immediately.

NOTE: A HEALTH AND SAFETY COMMITTEE comprised of Labor and Management has been formed to aid and advise Management on matters of work safety. The committee communicates their program on the Employee Update Boards.

WELLNESS PROGRAMS

The City is dedicated to creating a healthy work environment and to offer programs for employees that will lead to healthy life styles. Programs included are walking clubs, aerobics, wellness appraisals, various wellness seminars. **WELLNESS PROGRAMS ARE THE RESPONSIBILITY OF THE HEALTH AND SAFETY COMMITTEE.**

EMPLOYEE ACTIVITY PROGRAM

City employees participate in numerous after hour events during the calendar year. These programs are sponsored by the Employee Activity Committee. Employee activities are posted on the update boards as they are scheduled.

SUGGESTION PROGRAM

Employees who have an idea or suggestion that will improve the City's operations or enhance safety may submit a suggestion as part of the "Employee Suggestion Program". Awards are given once a year for the top suggestions. Award recipients are chosen by members of the Employee Assistance and Health and Safety Committees. Forms are available from Supervisors and the Personnel Department.

SERVICE AWARD AND RETIREMENT GIFT PROGRAM

Employees are recognized for their years of service by receiving a service award at five (5) year intervals (5, 10, 15, 20, 25, 30, 35, 40). Also, when employees retire, they receive a retirement gift. All gifts are given on behalf of the citizens, the City Council and the Administration and are designed to recognize milestones in employees' careers.

EMPLOYEE OF THE QUARTER/YEAR PROGRAM

Employees deserving of recognition can be nominated by fellow employees, citizens, and supervisors. To be nominated for this program, an employee should do something beyond that which is expected of him or her in the course of the normal job duties. This could be anything from assisting a citizen or fellow employee to saving a life. Members of the Employee Assistance Committee will act as the selection committee. Nomination forms are available from supervisors or the Personnel Department.