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6/30/2002

AGREEMENT
BETWEEN THE
CITY OF PORT HURON
AND

POLICE OFFICERS ASSOCIATION OF MICHIGAN
(COMMUNICATION SERVICE OPERATORS)

Effective July 1, 1998 through June 30, 2002

Port Huron, City of

PORT HURON DISPATCH
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AGREEMENT

This Agreement, made and entered into this 10th day of August, A.D., 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 Police Officers Association of Michigan (POAM), hereinafter referred to as the "Union".

PURPOSE AND INTENT: 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.

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

ARTICLE I
SCOPE OF AGREEMENT AND OPERATIONS COVERED

1.1: 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 Port Huron Communications Service Operators, excluding the Communications Supervisor.

ARTICLE II
RECOGNITION

2.1: 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.

2.2: The Employer will not aid, promote or finance any labor group or organization which purports to engage in collective bargaining or make agreement with any such group or organization.

ARTICLE III
AGENCY SHOP

3.1: 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.

3.2: 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.

3.3: 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.

3.4: 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 IV
DUES CHECK-OFF

4.1: Employees shall tender the initiation fee and monthly membership dues for 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 will be certified to the Employer by the Union at least one month in advance of the effective date of the changes.

4.2: Check-off Forms. During the life of this Agreement and in accordance with the terms of the Form of Authorization for Check-off of Dues hereinafter set forth, the Employer agrees to deduct Union dues levied in accordance with the Constitution and By-laws of the Union from the pay of each employee who executes or has executed the following Authorization for Check-off of Dues form:

AUTHORIZATION FOR REPRESENTATION BY THE
POLICE OFFICERS ASSOCIATION OF MICHIGAN

I hereby request and authorize you to deduct from my earnings the Union membership initiation fee and once each month, an amount established by the Union as monthly dues or a service fee equal to Union dues. The amount deducted shall be paid to the Treasurer of the Union.

By: _____
Print Last Name First Name Middle Name

To: _____
Employer Department

Signed: _____

Address: _____

Date to Start Deduction: _____

4.3: When Deductions Begin. Check-off deductions under all properly executed Authorization for Check-off of Dues forms shall become effective at the time the application is signed by the employee and shall be deducted from the first pay of the month and each month thereafter.

4.4: Remittance of Dues to Financial Officer. The amount of the initiation fees and dues will be certified to the Employer by the appropriate Union Officer.

Deductions for any calendar month shall be remitted to such address designated to the designated financial officer of the Police Officers Association of Michigan, with an alphabetical list 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.

4.5: 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 they are no longer a member of the bargaining unit.

4.6: 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.

4.7: 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 V
MANAGEMENT RIGHTS

5.1: 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 VI
LOCAL UNION RIGHTS

6.1: The employees within the bargaining unit shall be represented by one local president when necessary. The employees shall elect from among their bargaining unit the local president. The Union shall certify to the Employer the elected local president and keep such list current at all times.

6.2: The alternate steward may be appointed by the local president to serve in the absence of the local president. The authority of the alternate 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 regular working hours.

6.3: For the purpose of investigating alleged grievances, the local president will give notification to the supervisor that it is the local president's intent to utilize the designated time allotted above for the investigation of an alleged grievance.

6.4: For the purpose of presentation of a grievance at the personnel officer level, the local president shall give prior notification to the personnel officer, or designated representative in the personnel officer's absence, of the local president's intent to present a grievance.

ARTICLE VII
SPECIAL CONFERENCES

7.1: Special conferences for important matters will be arranged between the local president, the Chief of Police, and the personnel officer, or 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.

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

ARTICLE VIII
PROBATIONARY EMPLOYEES

8.1: New employees hired in the unit shall be considered as probationary employees for the first twelve (12) months of their employment. The twelve (12) months' probationary period shall be accumulated within not more than one (1) year. There shall be no seniority among probationary employees.

8.2: The Union shall represent probationary employees for the purposes of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment as set forth in Article II of this Agreement. The Union shall not represent probationary employees in any personnel matters except in the event of discharge or discipline by the Employer because the probationary employees were engaged in authorized union activity.

8.3: Upon successful completion of 90 calendar days, the employee shall commence to receive all fringe benefits to which regular permanent employees are entitled and shall be entered on the seniority list of the unit and shall rank for seniority from the date of employment with the Port Huron Police Department.

ARTICLE IX
SENIORITY

9.1: Seniority. Seniority within the bargaining unit shall be determined on the basis of the last date of hire within the bargaining unit by the Employer as determined by a seniority list to be prepared by the Employer and submitted to the Chapter Chairperson for confirmation.

9.2: Should two or more employees have been hired on the same day, then seniority shall be established at that time.

9.3: Loss of Seniority. An employee shall lose his 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 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 layoff 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.

9.4: Seniority of Local President. Notwithstanding the Local President's position on the seniority list, the Local President shall in the event of a layoff of any type be continued at work as long as there is a job in the unit which the Local President can perform and shall be recalled in the event of a layoff on the first open job in the Communication Center.

ARTICLE X
UNION BULLETIN BOARD

10.1: The Employer will allocate an appropriate space in the Communication Center to allow the Union to place a bulletin board, not to exceed two feet by two feet (2' X 2'), for posting notices of the following types:

- A. Notices of recreational and social events.
- B. Notices of elections.
- C. Notices of results of elections.
- D. Notices of meetings.

ARTICLE XI
NON-DISCRIMINATION CLAUSE

11.1: The parties hereto agree that they shall not discriminate against any person because of race, creed, color, national origin, sex, marital status, handicap or number of dependents.

ARTICLE XII
COMPENSATION

12.1: 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.

12.2: The City of Port Huron shall have sole discretion to advance the starting rate of a new dispatcher to either the "B", "C", "D", "E", or "F" step of Appendix "A" if prior experience warrants such consideration.

ARTICLE XIII
OVERTIME

13.1: Time and One-Half. Time and one-half will be paid for all overtime to members of the bargaining unit excluding overtime made necessary because of training activities. Time worked in excess of the normal work week for the purpose of adjusting rotating shifts shall not constitute overtime.

13.2: Equalization of Overtime. It is agreed between the Employer and the Union that the principle of equalization of overtime shall be applied. Such equalization of overtime shall be

accomplished over a calendar year period, January 1 through December 31, with overtime computations starting at zero (0) on January 1 each year.

13.3: Unscheduled Overtime. Procedures to be used in filling shifts to cover sickness or other situations wherein a scheduled Communications Service Operator is unable or doesn't report for duty.

- A. The Communications Supervisor in charge will order the junior operator of the shift preceding the uncovered shift to remain an additional four (4) hours. If the senior operator on the shift preceding the uncovered shift has less hours of accumulative overtime, then the employee may at their option, take the unscheduled overtime. The Communications Supervisor in charge will then contact all those off duty operators who are eligible for the overtime according to the equalization principle for the coverage of the remaining eight (8) hours of the shift. If there are no volunteers to cover the required positions, employees will be given mandatory assignment based on reverse seniority.
- B. An operator may not leave their operating duties until properly relieved.

13.4: Scheduled Overtime. Procedures to be followed in the filling of shifts to cover vacations, training seminars, and other absences known in advance of the posting of the work schedule, including training seminars not known at time schedules are posted.

- A. Eliminate operators not eligible for assigned overtime.
 - 1. Does not have eight (8) hours off between overtime assignment and next scheduled shift.
 - 2. On vacation, including leave days immediately prior to, and immediately following regular scheduled vacation period.
 - 3. Has reported sick, sick medical, emergency leave, or other authorized absence from duty.
 - 4. School and/or training seminars conflicting with overtime assignment.

5. Already scheduled for shift in which opening is occurring.
- B. Determine order of selection of eligible operators based on least amount of overtime worked or assigned to date of overtime opening. In the event two or more operators eligible for overtime are equal in the amount of overtime worked or assigned, the operator(s) with the greatest seniority will be first contacted for the overtime assignment.
- C. Operators will be called in the order established in paragraph "B" and charged with the amount of overtime worked or assigned if the overtime assignment is accepted. For the purpose of equalization of overtime computation, operators will be charged with the amount of overtime refused if the operator declines the assignment.
- D. If all eligible operators refuse the overtime assignment, the junior operator will be ordered to work the overtime. An operator ordered to work overtime will be charged with the hours of overtime worked for the purposes of computing overtime equalization. The symbol (X) will be entered to indicate the overtime worked was ordered instead of offered overtime. If the junior operator is not available or eligible for overtime, the next junior operator based on seniority shall be ordered to work continuing in ascending order of seniority until the shift is filled. In lieu of ordering an operator to work overtime, any operator may volunteer to work the shift and may be allowed to do so without regard to the criteria established in paragraph "A". The symbol (V) shall be entered to indicate the overtime worked was voluntary and the amount of hours worked shall be charged for the purposes of overtime equalization computations.
- E. In the event the operator(s) most eligible for overtime cannot be contacted after reasonable attempts are made and where the elapsed time or circumstances do not allow further delay, the first most eligible operator who can be contacted will be offered the overtime. The symbol (A) will be entered to indicate the reason for the overtime deviation. If an eligible operator cannot be contacted, the procedure detailed in the second section of paragraph "D" may be used.

- F. Operators assigned, ordered, or volunteering to work overtime may not trade overtime assignments without prior approval of the Communications Supervisor in charge. A subsequent shift trade between operators will not affect an overtime assignment.
- G. At the election of the Communications Supervisor in charge, overtime may be split into less than eight (8) hour increments.
- H. Non-operating duties will not be charged as overtime for the purposes of equalization of overtime computations.

13.5: Computing Overtime. In computing overtime for the purposes of this section, holiday, vacation and sick leave time shall be counted as time worked.

13.6: For further clarification of "overtime" language, see Memo of Understanding dated December 17, 1981 and entitled "Overtime". This Memo of Understanding dated December 17, 1981 shall remain in force for the duration of this contract.

ARTICLE XIV
CALL-IN PAY

14.1: Any employee called back to work prior to the start of their next shift shall receive a minimum of two (2) hours work time at time and one-half their regular rate of pay unless said two (2) hours run into their shift starting time in which case they shall be paid time and one-half only for those hours worked in advance of the shift starting time. Training activities and staff meetings shall be paid at straight time rates.

ARTICLE XV
COURT APPEARANCES

15.1: 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 two (2) 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 in to the Employer, keep the same as a credit toward the total call-in compensation to which the employee is entitled or in 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.

ARTICLE XVI
LONGEVITY COMPENSATION

16.1: 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.

16.2: 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 employees. Such service must be continuous unless on authorized leave of absence.

16.3: 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 paycheck and paid every pay period.

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

ARTICLE XVII
UNIFORM ALLOWANCE AND MAINTENANCE

17.1: A full uniform shall be furnished to each new employee. The City will provide identification patches (one shoulder) for all members.

(See Memo of Understanding dated December 26, 1979.)
Memo amended to provide no re-issuing of uniforms except by mutual agreement.

17.2: Repair, Replacement or Adjustment of Clothing/Equipment.
Any uniform, clothing, or equipment belonging to the employee damaged, ruined, stolen, or worn out 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 his 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.

ARTICLE XVIII
TEMPORARY ASSIGNMENT COMPENSATION

18.1: Employees filling a temporary assignment to a classification higher than such employee's permanent classification shall receive the rate of pay of the higher classification for the length of time worked in the higher classification.

ARTICLE XIX
SHIFT DIFFERENTIAL

19.1: All members of the bargaining unit will receive an additional \$.20 per hour for working afternoons and \$.25 per hour for working midnights.

ARTICLE XX
12-HOUR WORK SCHEDULE

20.1: Members assigned to the Communications Center shall be assigned to work a 12-hour shift schedule.

20.2: 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 by seniority, but the Employer shall have the exclusive right to assign partners to a specific platoon or shift.

20.3: In switching to a 12-hour shift schedule, all time referred to in the contract shall be converted on an hour basis, except as otherwise provided for in this article.

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

20.5: Compensatory time may be taken in 4, 8 or 12 hour increments with the approval of the Communications Supervisor with a 24-hour notice.

20.6: Temporary trading of shifts between two (2) employees will be allowed only when in the opinion of the Communications Supervisor it does not adversely affect the operation of the Communications Center. All trades must be arranged and authorized with the Communications Supervisor 24 hours prior to affected time involved. There will be no trades of partial shifts.

20.7: Under ordinary circumstances, no employee will be allowed to work more than 4 consecutive days on the 12-hour shift. This includes trades and overtime.

20.8: Shift differentials shall be paid to Communications Operators working the 12-hour schedule as follows:

3:00 p.m. - 7:00 p.m. - 20 cents per hour
7:00 p.m. - 7:00 a.m. - 25 cents per hour

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

20.10: Employees who work the 12-hour shift shall receive 1-1/2 rate of their pay for all time worked over 12 hours.

20.11: Both the Association and the Department recognize the need of having available trained personnel capable of manning the Communications Center on short notice. To this end, both parties agree to formulate a subsequent agreement as to the development of a part-time Communications Operator status.

20.12: 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.

20.13: Normal assignments will consist of two (2) dispatchers per shift.

ARTICLE XXI
VACATION

21.1: Total Annual Leave. Each regular full-time employee will be allowed vacation leave in accordance with this section except that no employee will be entitled to vacation leave until they have served the Employer at least six (6) months, after which time they shall be entitled on the January 1st following the date of full-time employment to that portion of vacation leave accumulated during the previous calendar year. Thereafter all vacation leave will 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.

21.2: Communication Operators for each twelve (12) months of service will be allowed one hundred twelve (112) hours per calendar year as vacation leave plus sixty-four (64) hours additional leave in lieu of holidays.

Employees hired after January 1, 1995, shall be entitled to the same leave in lieu of holidays as other shift employees, however, vacation leave shall be granted according to the following schedule:

<u>Years of Service</u>	<u>Annual Vacation Leave</u>
After 1 year	5 days/40 hours
3 years	10 days/80 hours
5 years	14 days/112 hours

21.3: Employees who work on the calendar day of any holiday listed below, shall be paid at the rate of time and one-half (1-1/2) for all hours worked. The calendar day shall be defined as beginning at 11:30 p.m. the night prior to the holiday and ending at 11:30 p.m. the night of the holiday.

21.4: Holidays. Holidays are as follows: (1) New Year's Day, (2) Martin Luther King, Jr.'s Birthday, (3) Memorial Day, (4) Independence Day, (5) Labor Day, (6) Thanksgiving Day, (7) Christmas Day, (8) Presidents' Day. (Same as COAM).

21.5: Cash Payment in Lieu of Time Off. Any employee eligible for a minimum of one hundred seventy-six (176) annual leave hours shall be entitled to receive cash payment in lieu of time off for a maximum of eighty (80) hours of such one hundred seventy-six (176) hours leave. Cash payment shall be at the regular rate of pay.

21.6: If the employee selects cash payment in lieu of vacation, they must so advise the Director or Supervisor in writing by December 10th of each year; payment will be on the first pay day in the month of January.

21.7: Vacation Scheduling. At the discretion of the Supervisor, 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.

21.8: Longevity Vacation or Pay. All employees on their anniversary date will become eligible for any additional 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 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 forty (40) hours vacation. Cash payment shall be at the regular rate of pay. Such additional leave shall not be cumulative from year to year. If the employee selects longevity pay in lieu of vacation, they must so advise the Personnel Director. Payment will be made on the first pay period beginning after the anniversary date.

21.9: Accumulated Vacation Leave. Vacation leave may be accumulated for two (2) full years. When leaving the service of the Employer, an employee may receive pay for any unforfeited vacation time not taken. If full-time employment is terminated before probationary period is completed, no vacation leave shall be allowed.

21.10: Advance Pay. Notify the Department Head of request for an advance pay one week prior to the ending of the pay period in which the 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 his next check.

21.11: Personal Floating Holiday. Effective January 1, 1995 the employer agrees to add one (1) additional leave day per calendar year. This day will be called a Personal Floating Holiday (eight [8] hours). (Effective January 1, 1999, the personal floating holiday will be defined as twelve [12] hours). The employee 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 his designated representative.

ARTICLE XXII
DISABILITY INCOME PLAN

22.1: All new full-time employees hired after January 1, 1990, will be covered by the present sick leave and injury pay plans.

22.2: These employees will be covered under the new City of Port Huron disability income plan which provides for non-work disability after thirty-two (32) work hours in the amount of 67% of current bi-weekly rate of pay, defined as base salary plus longevity.

22.3: These new employees will be granted twenty-four (24) hours non-accumulative sick medical per calendar year for the purpose of attending to the medical and dental needs of themselves or a member of their immediate family.

22.4: Effective January 1, 1999, eligible employees will receive twenty-four (24) hours as described above. These hours shall "carry over" into the next calendar year, however, at no time will an employee have a sick balance greater than forty-eight (48) hours. The maximum number of hours in a year that can be used as sick medical days will be twenty-four (24) hours.

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

<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
9	1.2
10	1.3
11	1.4
12	1.5

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

22.7: Employees on an authorized leave of absence for a month or longer due to illness or for a period due to injury shall return to duty only after examination and release for work by the City Physician, unless an exception is made by the Personnel Officer. In cases of extended absence on approved sick leave, the Personnel Officer may require that absence reports be submitted routinely by the Department Head of the department affected. Any medical fee for examination only by the City Physician or medical doctor designated by the Employer incurred as a result of the above requirements, shall be paid by the Employer.

ARTICLE XXIII
INJURY COMPENSATION

23.1: 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.

23.2: If an employee received workmen's compensation payments during any absence from work, any compensation payments which may be paid to them under the provisions of the Chapter shall be reduced to the extent of such Worker's Disability payments.

ARTICLE XXIV
EMERGENCY LEAVE

24.1: In case of death in the employee's immediate family, a permanent, full-time employee may be granted a leave of absence with pay, providing they attend the funeral, for the work days falling within the period between the time of death and the day of the funeral, not to exceed twenty-four (24) hours. 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 President of the bargaining unit, will be allowed sufficient time off for the funeral.

24.2: In the event of the death of a brother-in-law, sister-in-law, or grandparent-in-law, the employee may take additional sick-medical days not to exceed three (3) days if they are eligible as provided for under Section 22.3.

ARTICLE XXV
NOTICE OF ABSENCE

25.1: 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 supervisor or designated alternate at least one (1) hour before the employee's starting time. If the supervisor is not available, the employee or the member of their household must leave a message and telephone number so that the supervisor can return the call. Unless the employee's department is so notified, no absence will be approved, except in unusual cases and then only after approval by the Personnel Officer.

ARTICLE XXVI
LEAVE OF ABSENCE WITHOUT PAY

26.1: Written leaves of absence without pay for an extended period may 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.

26.2: Leave of absence without pay will be granted for the attendance of one (1) Union member for the purposes of attending the International Convention held every other year, and the convention of the Local Councils held every other year. Replacement of those Union members attending conventions shall be provided by either (a) trading time, or (b) payment of straight time to those employees filling in during such absence.

ARTICLE XXVII
MILITARY SERVICE

27.1: 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 they 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 such discharge.

27.2: A probationary employee who enters the armed forces and meets the foregoing requirements must complete their probationary period, and upon completing it, will have seniority equal to the time they spent in the armed forces, plus six (6) months.

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

27.4: 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 XXVIII
WORKING HOURS

28.1: The established normal minimum work week for employees shall be forty (40) hours. Hours of work shall be determined by the Employer. Five (5) days' notice shall be given by the Employer to employees affected with a copy to the local 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.

ARTICLE XXIX
TRADING SHIFTS

29.1: Temporary trading of shifts between two 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

Supervisor. Multiple shift trades involving more than three (3) employees must be approved by the Supervisor. Shift trades involving a probationary employee must be approved by the Supervisor. 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, in the event of such denial the Employer shall inform the Local President of the reasons or reasons therefore in writing within a reasonable time after such denial.

29.2: Work Schedule shall be listed ten (10) days prior to becoming effective. Work Schedule shall provide that no employee will have a different shift assignment in the work week. Example: (first day of new work week employees would work third shift, rest of the week the employee would work the second shift).

29.3: 12-26-79 Memo of Understanding -- Section 29.1 shall not apply to the classification of Relief Communication Service Operator.

ARTICLE XXX
LUNCH PERIODS

30.1: Employees will report for work ten (10) minutes prior to starting time and will be authorized a twenty (20) minute lunch period to be taken at a convenient time during their eight (8) hour tour of duty.

ARTICLE XXXI
HEALTH INSURANCE

31.1: Hospital, Medical and Surgical Service. 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.

31.2: 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.

31.3: Retirees Hospital, Prescription Drug Plan. Coverage for the retirees 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.

31.4: 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.

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 XXXII
DENTAL INSURANCE

32.1: 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.

32.2: The dental plan is commonly referred to as a 80/20 plan with coverage for Class I benefits to \$600.00 annually. Effective September 1, 1998, the coverage for Class I benefits will be increased to \$1,000.00 annually.

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

32.4: 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.

32.5: 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.

32.6: Optical Program. Effective January 1, 1999, 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 XXXIII INSURANCE

33.1: Life Insurance. 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).

33.2: Professional Indemnity Insurance. 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. (Negotiated October, 1987)

ARTICLE XXXIV
LAYOFF AND RECALL

34.1: In reducing the working force because of the lack of work or other legitimate cause the last employee hired shall be first employee laid off; provided that 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.

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

34.2: 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 at their 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 of recall they 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, they 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. Any transfer of employees other than a temporary transfer not covered above will be discussed between the Employer and the Union.

ARTICLE XXXVI
DISCHARGE, SUSPENSION OR DEMOTION

36.1: Notice of Discharge or Discipline. The Employer agrees, promptly upon discharge or suspension of an employee, to notify in writing the Union of the discharge or suspension. Upon request, the Employer will discuss the discharge or suspension with the employee and the Union.

36.2: Appeal of Discharge or Discipline. Should the discharged or suspended employee consider the discharge to be improper, a complaint shall be presented in writing through the Union to the Employer within two (2) calendar days. The Employer will review the discharge or suspension and give its answer within three (3) working days. If the decision is not satisfactory to the Union, the matter may be referred to Step 3 of the Grievance Procedure.

ARTICLE XXXVII
GRIEVANCE AND ARBITRATION PROCEDURES

37.1: Grievance Procedure. The Employer will answer in writing any grievance presented to it in writing by the Union. A grievance is defined as a dispute which may arise over application, meaning of interpretation of this agreement.

The grievance must be presented in writing by the Union signed by the grievant to the immediate supervisor within ten (10) days after knowledge of its occurrence in order to be a proper matter for the Grievance Procedure.

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

Step 1: If an employee feels they have a grievance, they shall discuss the grievance with their supervisor and failing to resolve the issue the employee then shall discuss the grievance with the Union.

The Union may discuss the grievance with the immediate supervisor. If the matter is thereby not disposed of within three (3) working days, it will be submitted by the Union to the immediate supervisor. The immediate supervisor shall answer the grievance within three (3) working days.

Step 2: If the grievance is not satisfactorily settled in Step 1, the Union may within three (3) working days appeal the grievance in writing to the Bureau Captain. A meeting will be held between the Chief Steward and the

Bureau Captain to discuss the grievance within five (5) working days from the date the appeal is received by the Bureau Captain. The Bureau Captain shall submit to the Union within five (5) working days after this meeting an answer stating the department's position concerning the grievance as a result of this meeting.

Step 3: If the grievance is not satisfactorily settled in Step 2, the Union may within three (3) working days appeal the grievance in writing to the Chief of Police. A meeting will be held between the Chief Steward and the Chief to discuss the grievance within five (5) days from the date the appeal is received by the Chief. The Chief shall submit to the Union within five (5) days after this meeting an answer stating the department's position concerning the grievance as a result of this meeting.

Step 4: If the grievance is not satisfactorily settled in Step 3, the Union may within five (5) working days, appeal the grievance to the Personnel Officer. A meeting will be held between representatives of the Union and representatives of the Employer to discuss the grievance within seven (7) calendar days from the date the appeal is received by the Personnel Officer. The Personnel Officer shall submit to the Union, within five (5) working days after this meeting, an answer stating the Employer's position concerning the grievance as a result of the meeting.

Step 5: If the representative of the Employer and the Union do not dispose of the matter, and the Union believes that the matter should be carried further, it shall then refer the matter to the POAM. The representative of the POAM will review the matter, and if they wish to carry the matter further, they will within thirty (30) days of the Employer's answer, meet with the Employer for the purpose of further discussing and attempting to resolve the grievance.

37.2: Arbitration. Should the parties fail to reach agreement after Step 3 above, the Union may request, within twenty (20) days to arbitrate the dispute through the services of the American Arbitration Association in accordance with its rules, or the Federal Mediation and Conciliation Service (FMCS) in accordance with its recommended rules.

The Employer and the Union agree that fees regarding the arbitration procedure shall be shared equally by the parties.

Time limits may be extended by mutual agreement.

37.3: 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.

37.4: 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 proof to be submitted regarding losses suffered by the employee as a direct result to the Employer's decision.

ARTICLE XXXVIII
RETIREMENT

38.1: Pensions. Employees included in this Agreement shall be duly enrolled in the Michigan Municipal Employees Retirement System. Employees who are covered by this work agreement shall not be required to contribute to this System.

The Employer will provide the MERS B-3 Benefit Plan (2.25% multiplier) and FAC-3, (Final Average Compensation).

ARTICLE XXXIX
SOCIAL SECURITY

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

ARTICLE XL
NEW DEPENDENT CARE REIMBURSEMENT ACCOUNT

40.1: Bargaining unit members will be eligible to participate in a tax-free employee-funded reimbursement account for the care of eligible dependents per I.R.S. regulations.

ARTICLE XLI
SEPARABILITY AND SAVINGS CLAUSE

41.1: 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.

41.2: In the event that any Article 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 XLII
TERMINATION AND MODIFICATION

42.1: This Agreement shall remain in full force and effect until June 30, 2002.

42.2: 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 the 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.

42.3: 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 or 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 changing any of the other terms of this Agreement.

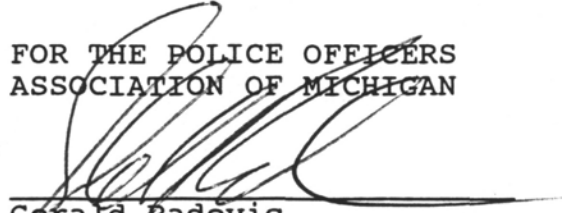
42.4: Notice of Termination of Modification shall be in writing and shall be sufficient if sent by certified mail addressed, if to the Union to "Police Officers Association of Michigan, 27056 Joy Road, Redford, MI 48239-1949", and if to the Employer, addressed to "Personnel Officer, Municipal Office Center, Room 201, 100 McMorran Boulevard, Port Huron, MI 48060" or to any such address as the Union or the Employer may make available to each other.

ARTICLE XLIII
EFFECTIVE DATES

THIS AGREEMENT shall be made effective July 1, 1998.


IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the day and year first above written.

FOR THE POLICE OFFICERS
ASSOCIATION OF MICHIGAN



Gerald Radovic
Business Agent

FOR THE CITY OF PORT HURON


Mayor


City Manager


FOR THE PORT HURON
COMMUNICATIONS OPERATORS
ASSOCIATION


Anne Pashenee, President

Assistant to the City Manager


Finance Director


City Attorney


City Clerk


Personnel Director

NOTE -- Any reference in the foregoing agreement to male gender is intended to include female gender.

APPENDIX "A"

COMPENSATION RATES FOR COMMUNICATIONS SERVICE OPERATOR:

Period of July 4, 1998 through July 2, 1999

<u>Start</u> (75%)	<u>1 year</u> (80%)	<u>2 years</u> (85%)	<u>3 years</u> (90%)	<u>4 years</u> (95%)	<u>5 years</u> (100%)
22,100	23,574	25,047	26,520	27,994	29,467

Period of July 3, 1999 through June 30, 2000

<u>Start</u>	<u>1 year</u>	<u>2 years</u>	<u>3 years</u>	<u>4 years</u>	<u>5 years</u>
22,763	24,281	25,798	27,316	28,833	30,351

Period of July 1, 2000 through June 20, 2001

<u>Start</u>	<u>1 year</u>	<u>2 years</u>	<u>3 years</u>	<u>4 years</u>	<u>5 years</u>
23,447	25,010	26,573	28,136	29,699	31,262

Period of June 30, 2001 through June 28, 2002

<u>Start</u>	<u>1 year</u>	<u>2 years</u>	<u>3 years</u>	<u>4 years</u>	<u>5 years</u>
24,150	25,760	27,370	28,980	30,590	32,200

Wages to be retroactive to July 1, 1998 on all hours compensated.

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EMPLOYMENT REGULATIONS

CITY OF PORT HURON MICHIGAN



1998

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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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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:

Years of Service**Annual Vacation Leave**

After 1 year
After 3 years
After 5 years

5 days of vacation
10 days of vacation
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.