

3124

6/30/2002

AGREEMENT
BETWEEN
THE CITY OF PORT HURON
AND
LOCAL 354 OF THE
PORT HURON FIRE FIGHTERS ASSOCIATION
AFL-CIO

EFFECTIVE:	07-01-98
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AGREEMENT

THIS AGREEMENT made and entered into this 13th day of July, 1998, by and between the CITY OF PORT HURON, MICHIGAN, a Municipal Corporation, hereinafter called the "Employer", and LOCAL 354 of THE PORT HURON FIRE FIGHTERS ASSOCIATION, AFL-CIO, hereinafter called the "Union".

WITNESSETH: That the parties hereto, in consideration of the mutual covenants and agreements hereinafter contained do hereby agree as follows:

PURPOSE, INTENT AND DEFINITIONS: The parties hereto have entered into this Agreement pursuant to the authority of Act 379 of the Public Acts of 1965, as amended, to incorporate understandings previously reached and other matters into a formal contract; to promote harmonious relations between the Employer and the Union, in the best interests of the community; to improve the public fire fighting service; and to provide an orderly and equitable means of resolving future differences between the parties.

Definitions - Employer shall include the elected or appointed representatives of the City of Port Huron, Michigan.

Union shall include the officers or representatives of the Union. Whenever the singular number is used, it shall include the officers or representatives of the Union. Whenever the singular number is used, it shall include the plural.

ARTICLE I - GENERAL CONDITIONS

SECTION 1-1 SCOPE OF AGREEMENT AND OPERATIONS COVERED

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. This Agreement shall be applicable as to all employees of the Fire Department of the Employer, except the Fire chief and civilian employees.

SECTION 1-2 RECOGNITION, UNION SECURITY, DUES

Section 1-2.1

The Employer recognizes the Union as the sole and exclusive bargaining representative of the Employees of the Fire Department.

Section 1-2.2

The parties hereby agree to a modified Agency Shop, which will operate as follows:

All employees who are members of the Union will remain members.

All employees who are not members of the Union will not be required to join.

All employees who may be hired after the initial date of this Agreement shall, upon completion of thirty (30) calendar days of employment, be required to become members of the Union, or to pay the equivalent of Union dues as service fees of the Union.

Failure to comply with the above will result in termination of employment.

Management rights in regards to probationary employees shall continue. 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. 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.

The Union is required under this Agreement to represent all of the employees in the bargaining unit fairly and equally without regard to whether or not an employee is a member of the Union. The terms of this Agreement have been made for all employees in the bargaining unit and not for members in the Union, and this Agreement has been executed by the Employer after it has satisfied itself that the Union is the choice of a majority of the employees in the bargaining unit.

Section 1-2.3 Payment by Check-Off

Employees shall tender the initiation fee and monthly membership dues or service fee by signing the Authorization for Check-Off of Dues form or Authorization for Payment of Service Fees form. Changes either as to additions or deletions in Union membership or changes in dues or service fee rates will be certified to the Employer by the Union at least one month in advance of the effective date of change where possible.

Section 1-2.4 Check-Off Forms

During the life of this Agreement and in accordance with the terms of the Form of Authorization of Check-Off of Dues or Form of Authorization for Payment of Service Fees hereinafter set forth, the employer agrees to deduct Union membership dues or service fees levied in accordance with the Constitution and By-Laws of the Union from the pay of each Employee who executes or has executed the Authorization for check-Off of Dues or Authorization for Payment of Service Fees forms which follows this section.

Deductions for any calendar month should be remitted to the designated financial officer of the Union as soon as possible after the 15th day of the month.

**AUTHORIZATION FOR REPRESENTATION BY THE INTERNATIONAL
ASSOCIATION OF FIRE FIGHTERS LOCAL 354**

I hereby request and authorize you to deduct from my earnings, union membership initiation fee, and once each month, an amount established by the Union as monthly dues. The amount deducted shall be paid to the designated financial officer of the Union.

BY: _____
(Print) Last Name First Name Middle Name

TO: _____
Employer Department

Date of Start _____ Signed _____ Deduction
Address _____

**AUTHORIZATION FOR PAYMENT OF EQUIVALENT UNION DUES AS SERVICE FEES TO
INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS LOCAL 354.**

I hereby request and authorize you to deduct from my earnings equivalent union dues as service fees once each month, the amount established by the Union as monthly dues. The amount deducted shall be paid to the designated financial officer of the Union.

BY: _____
(Print) Last Name First Name Middle Name

TO: _____
Employer Department

Date of Start _____ Signed _____
Deduction _____ Address _____

Section 1-2.5

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

SECTION 1-3 MANAGEMENT CLAUSE

In accordance with Chapter V, Section 48 of the Charter of the City of Port Huron effective April 18, 1969, and applicable Ordinance provisions of the City of Port Huron and State Laws, the Employer shall remain vested with all management functions consistent with a merit system of personnel management. 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. Further, when it is necessary for the Employer to accomplish the reduction of the work force for efficiency and economic purposes, the Employer shall do so whenever possible or practicable by means of attrition. In the event of a reduction in force, affected employees upon request will be placed in order of seniority in other available jobs within or without the Department providing such vacancies exist and providing such employees meet minimum job requirements and have the ability to perform the work.

The Employer shall have exclusive rights to formulate rules and regulations that do not conflict with the provisions of this Agreement, and the Union reserves the right to challenge the application of such rules through the Grievance Procedures in this Agreement. Rules and regulations will be in writing. The Union will be notified at least ten (10) days before new rules and regulations take effect. Copies of this notice will be posted in each fire hall. Emergency orders shall not be construed as rules and regulations.

SECTION 1-4 UNION ACTIVITIES

General. Employees and their Union Representatives shall have the right to join the Union, to engage in lawful concerted activities for the purpose of collective negotiation or bargaining or other mutual aid and protection to express or communicate any view, grievance, complaint or opinion related to the conditions or compensation of public employment or their betterment, all free from any and all restraint, interference, coercion, discrimination or reprisal.

Released Time. Members of the Executive Board of the Local Union shall be afforded reasonable time during regular working hours, after requesting an appointment for an appropriate time in order to meet with the Chief of the Fire Department or his/her designated representative in order to constructively discuss grievances regarding this Agreement or other matters of importance regarding the Union and Employer relations.

The Employer, if conditions permit, shall allow the Union sufficient time to send delegate to the convention of the Michigan State Fire Fighters Association and sufficient time to send delegates to the convention of the International Association of Fire Fighters and other Union Activities. Time off in order to attend the above will not be compensated by the Employer.

Union Files and Union Meetings. The Employer shall provide adequate space for a reasonable amount of union files in the Fire Department building.

The use of the Fire Department may be granted upon request by the Union to the Fire Chief or his/her designated representative for the purpose of meetings of a nature wherein matters of utmost mutual interest of both parties demand immediate attention. Regular union meetings are not intended by this Section.

SECTION 1-5 OTHER AGREEMENTS AND ORGANIZATIONS

The Employer shall not enter into any Agreements with its employees individually or collectively or with any other organization which in any way conflicts with the provisions hereof.

Employees may belong to other organizations but not as a condition of employment with the Employer, nor may such other organizations represent any employees with respect to wages, hours or conditions of employment, or in derogation of the exclusive bargaining agency to this Union.

Special Conference

(1) Special conferences for important matters will be arranged between the Union President and the Personnel Officer, or his/her designated representative, upon the 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 conference 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 schedule, they shall not lose time or pay for time spent in such special conference.

(2) It is not the purpose of this Section to resolve matters which would be characterized as grievances under this Agreement.

SECTION 1-6 SENIORITY LAYOFF

Defined. Seniority as referred to in this Agreement shall mean departmental seniority and shall be continuous full-time service with the Fire Department. It is the intent and purpose of this Section to preserve the principle that provided the employee has the ability to perform the work, job security from layoff should increase in proportion to length of service. If it becomes necessary for a lay-off, the following procedures will be mandatory. Regular employees will be rehired according to seniority, but in proper cases exceptions may be made. Disposition of these cases will be a proper matter for Special Conference and if not resolved it shall then be subject to the final step of the Grievance Procedure.

The burden of proof for such exceptions will be the responsibility of the City and/or appointing authority.

Employees laid off shall retain all recall rights equal in time to their continuous service up to a maximum of three (3) years.

Laid off employees shall be notified of this recall by registered mail sent to his/her last address on file in the City Personnel Office. Copy of recall notice to employee will be sent to the Union President. Employee shall have fourteen (14) calendar days to report for work. Failure to report within required time shall be deemed termination of his/her employment.

In the event the Employer decides that the working force is to be reduced, the Union representatives as provided for in this Agreement; namely, the Executive Board (President, First and Second Vice-Presidents, Recording Secretary, and Secretary-Treasurer) for their terms of office shall be retained in their respective classifications regardless of seniority status, for such hours per week (not in excess of the normal work week) as may be scheduled, provided they can perform the work to which they may be demoted.

SECTION 1-7 MAINTENANCE OF STANDARDS

Wages and conditions of employment effective as a result of the execution of the Agreement, shall be maintained during the term of this Agreement.

This Agreement shall supersede any rules and regulations inconsistent herewith. Insofar as any provisions of the Agreement shall conflict with any ordinance or resolution of the Employer, appropriate Employer amendatory or other action shall be taken to render such ordinance or resolution compatible with the Agreement.

The Employer will make no unilateral changes in wages and conditions of employment during the term of this Agreement, either contrary to the provision of the Agreement or otherwise.

SECTION 1-8 UNIFORMS AND PROTECTIVE CLOTHING

The Employer shall have the right to regulate Fire Department uniforms and protective equipment.

Each new employee upon hiring shall be furnished with protective clothing necessary for the job. Protective clothing shall meet the specifications as set forth by the Department Health and Safety Committee and the Fire Chief. Protective clothing shall consist of the following items: One (1) turn-out coat, one (1) pair bunker pants, one (1) pair bunker boots, one (1) helmet, SCBA face-piece, two (2) pair of gloves, one (1) flashlight and one (1) spanner wrench. The above listed equipment of each employee shall be inspected annually and replaced or repaired by the employer as necessary. Upon termination of employment with the City, the above listed equipment shall be returned to the employer.

Each new employee upon hiring shall be furnished with two (2) sets of house uniforms consisting of one (1) long sleeve and one (1) short sleeve shirt, two (2) pair of trousers. In addition to the above listed uniforms, each employee shall be issued a light weight winter jacket. The above listed uniforms shall be replaced as necessary by the Employer. The Fire Equipment Mechanic shall receive work uniforms with the Employer being responsible for rental and cleaning cost. Upon promotion to Fire Captain/Inspector, each shall be furnished with a Class A uniform consisting of a blazer, trousers, shirt, tie, rank insignia and badge. The above listed Class A uniform shall be replaced as necessary by the Employer. Only items of the Class A uniform marked "dry clean only" shall be maintained as necessary by the Employer.

In addition to the above specified quarter master purchase and replacement system, each employee shall receive for the purpose of maintaining uniforms and the purchasing of physical fitness attire the following annual allowances.

Effective July 1, 1994	\$150.00
Effective July 1, 1995	\$175.00
Effective July 1, 1996	\$200.00
Effective July 1, 1997	\$225.00
Effective July 1, 1999	\$250.00

The above listed amounts shall be paid yearly divided into two payments on the first pay day of January and the first pay day of July. Said payments shall cover the preceding six (6) months service.

The Fire Equipment Mechanic will receive reimbursement of up to \$200.00 per year for the purpose of replacement of tools. Said reimbursement must have the prior approval of the Fire Chief and receipts shall be required.

SECTION 1-9 STRIKE PROHIBITION

The Union and its members agree to abide by all laws of the State of Michigan applicable to the rights of municipal employees to take strict action.

SECTION 1-10 NON-DISCRIMINATION CLAUSE

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

SECTION 1-11 GROOMING CODE

Employees, due to the hazards unique to the fire fighting profession, shall be cleanly shaven and have their hair neatly trimmed when reporting for duty according to the following regulations:

1. No beards of any type (including goatees) shall be allowed.
2. Trimmed mustaches are permissible. However, they shall not extend more than one-half ($\frac{1}{2}$) inch beyond the edges of the corners of the mouth or extend more than one-half ($\frac{1}{2}$) inch below the top edge of the upper lip.
3. Sideburns shall not exceed one and one-half inches ($1 \frac{1}{2}$ ") in width and shall not extend beyond the bottom of the ear.
4. Hair length shall not exceed a line extending from one ear lobe to the center of the shirt collar to the other ear lobe.

SECTION 1-12 PROBATIONARY EMPLOYEES:

Each newly hired employee shall be a probationary employee for the first twelve (12) months of employment; provided, however, the Employer shall have the right, at its option, to extend any such probationary period an additional thirty (30) calendar days in those cases where the probationary employees' qualifications and/or ability to perform the work for which he/she was hired are in doubt, in the opinion of the Employer.

During the first ninety (90) calendar days of employment, the employee shall not receive health, dental, life insurance or optical plan. Upon successful completion of ninety (90) calendar days, the employee shall commence to receive all fringe benefits to which regular permanent employees are entitled.

ARTICLE II

SECTION 2-1 COMPENSATION

In accordance with applicable provisions of State Laws, the Employer and the Union shall collectively bargain regarding compensation of positions in the bargaining unit. Such compensation rates shall become effective when adopted by the City Council as agreed upon between the Employer and the Union.

SECTION 2-2 COMPENSATION PLAN - DURATION OF THIS AGREEMENT

See Appendix "A" for compensation plan.

SECTION 2-3 COMPENSATION - APPOINTMENT RATES, MERIT INCREASES

See Appendix "A" for rates.

Merit Increases:

1. All merit increases shall be made effective at the employee's anniversary date until the employee has reached the maximum rate for his/her position.
2. Merit increases shall be granted upon the recommendation of the Department Head. Employees who become eligible for merit increases upon completion of the required length of employment shall be considered for merit increases, but it is within the discretion of the Department Head to recommend the denial or postponement of such increase for good cause.
3. Employees who are appointed at the minimum of the salary range shall be granted pay increases in accordance with the schedule for the classification to which they are assigned in the following manner:

STEP "A" is the entrance pay step. Employees will remain in this step for the first six (6) months of employment.

STEP "B" employees are eligible for a merit increase in pay to this step upon completion of six (6) months of continuous, full-time employment.

STEP "C" employees are eligible for a merit increase in pay to this step upon completion of twelve (12) months of continuous, full-time employment.

STEP "D" employees are eligible for a merit increase to this step upon completion of twenty-four (24) months of continuous, full-time employment.

STEP "E" employees are eligible for a merit increase to this step upon completion of thirty-six (36) months of continuous, full-time employment.

4. The City of Port Huron shall have the right, upon request of the Department Head, where the performance of the employee and situation warrants, and after appropriate review and justification, to grant more than one scheduled merit increase. This is intended to apply in cases of unusual circumstances.

The wage rate of employees hired after January 1, 1995, shall be determined according to the following pay ranges:

Start:	Step A	75% of top step in classification worked
Upon completion of 1st year	Step B	80% of top step in classification worked
Upon completion of 2nd year	Step C	85% of top step in classification worked
Upon completion of 3rd year	Step D	90% of top step in classification worked
Upon completion of 4th year	Step E	95% of top step in classification worked
Upon completion of 5th year	Step F	100% of top step in classification worked

SECTION 2-4 COMPENSATION PLAN - OVERTIME

Time and one-half will be paid to Fire Department employees who fill in during absences and work overtime with the exception of that overtime made necessary because of training activities and with the conditions that the position of Chief would not be eligible for such overtime and that vacancy relief due to sick leave would be limited to budgeted allocations and within the discretion of the Chief of the Fire Department. Regular hourly rate is to be computed by dividing the annual rate of 2912 hours.

Emergency overtime worked in case of the public necessity arising out of great conflagration, riot, flood, epidemic or pestilence or disease will be paid time and one-half of their regular rate of pay for the time worked and that a three (3) hour minimum would be allowed for such emergency overtime. Employees living within ten (10) mile radius shall be called first in an emergency situation in order to facilitate putting emergency equipment into service as quickly as possible. Regular hourly rate is to be computed by dividing the annual rate of 2080 hours.

Overtime worked as a result of call-in for the purpose of performing fire inspections, fire investigations, maintenance or repairs and court time required as a result of performance of duties as a member of the unit will be paid time and one-half of their regular rate of pay for the time worked and that a two (2) hour minimum will be paid for such emergency overtime. Regular hourly rate is to be computed by dividing the annual rate by 2080 hours.

SECTION 2-5 COMPENSATION PLAN - LONGEVITY PAY

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

- [a] 2 ½ % 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 service.
- [c] 7 ½ % per year applied to the annual base pay being received by the employee after fifteen (15) years of continuous service.
- [d] 10% per year applied to the annual base pay being received by the employee after twenty (20) years of continuous service.

Longevity compensation is based upon total, continuous length of service with the City, and does not relate to length of service in a particular classification. Longevity date begins with date of hiring as a regular probationary employee. Such service must be continuous unless on authorized leave of absence in which case that period of time will be deducted from the total length of service.

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

Employees hired after January 1, 1999, shall not be eligible for longevity pay (see Memorandum of Understanding).

SECTION 2-6 WORKING OUT OF CLASSIFICATION

A fire fighter working out of classification by assuming the responsibility of an officer shall receive premium pay of 5% of his/her current final annual rate (base rate plus longevity). Premium pay shall be compensable for only the actual time on duty in respective capacity. A minimum of four (4) hours shall constitute premium time earned with additional time being compensated by the hour.

ARTICLE III - IN-SERVICE ACTIVITIES

SECTION 3-1 PROMOTIONS

Promotions to positions within the bargaining unit shall be made on the basis of ability and seniority. Job vacancies will be posted in a conspicuous place for a period of fifteen (15) calendar days setting forth the requirements for the position. Employees shall apply to the Personnel Officer within fifteen (15) calendar days of the posting period.

In competitive examinations for promotions, the applicant's knowledge of fire suppression, supervision, equipment and prevention will be tested and promotion made once the examining factors have been considered. Provided, however, an applicant for promotion to the classification of Assistant Chief shall have a minimum of two (2) years' service as Fire Captain/Inspector. Also, at least one (1) year of this two (2) year minimum must be served as command experience in the regularly schedule fifty-six (56) hour fire suppression force.

The examining factors to be considered and the percentage of weight to be given each factor shall be:

- [a] Written - 50% (must obtain at least 70% score on written to be eligible for promotion and continuance to step b).
- [b] Assessment Center - 40% (shall be administered by persons not in the employment of the City and agreed to by both parties).
- [c] Seniority - 10% (one-half point credited for each year of department service to a maximum of ten (10) points).

An applicant's final score shall be determined by the weighted factors of the areas tested, and an eligibility list established from the final score. All scores given, other than the final rating, shall remain personal between the employer and the employee unless such rating becomes a matter for special conference or grievance.

The eligibility list obtained will be valid for a period of one (1) year from the date of its establishment. If, upon completion of testing, results show tied scores, then seniority shall prevail and the senior employee shall be granted a six (6) months' probationary period to determine: 1) his/her desire to remain on the job; 2) his/her ability to perform the job. In any event, promotion shall be a proper subject for special conference.

During the six (6) months' probationary period, the employee shall have the opportunity to revert back to his/her former classification. If the employee is unsatisfactory in the new position, notice and reasons shall be submitted to the Union President in writing by the Employer with a copy to the employee. The matter may then become a proper subject for the second step of the Grievance procedure. There shall be no probationary requirement for promotions to the rank of Assistant Fire Chief.

SECTION 3-2 TEMPORARY APPOINTMENTS

Temporary appointments shall not exceed a period of ninety (90) days for any twelve (12) month period except where such appointment is to fill a vacancy caused by a regular employee on a leave of absence without pay.

SECTION 3-3 WORK SCHEDULE

The work schedule of employees for the Fire Department presently is a fifty-six (56) hour week as an enacted City ordinance and applicable state law. The work schedule for non-suppression personnel, as assigned by the Fire Chief, is eight (8) hours per day, five (5) days for a total of forty (40) hours per week.

Overtime earned under the guidelines of the Fair Labor Standards Act (FLSA) will be paid as wages in lieu of compensatory time.

SECTION 3-4 TRADING OF DAYS

Unlimited trading of time shall be allowed subject to Fire Department Rules and Regulations.

The City shall not be held responsible for time owed as a result of time trades. Abuses of the above provisions could result in disciplinary action.

SECTION 3-5 HOLIDAY DEFINED

The following calendar days, or calendar days customarily celebrated in lieu thereof shall be deemed holidays for purposes of this Agreement: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Eve Day and Christmas Day.

Employees who work on the above listed holidays shall be paid double time for their full work shift, and the shift shall be deemed to start at 7:45 A.M.

Effective September 7, 1987, members of the Port Huron Fire Department who are called in for emergency overtime during a holiday will be paid at a rate of two times their regular hourly rate. Regular hourly rate is to be computed by dividing the annual rate by 2080 hours.

Effective January 1, 1993, the holiday emergency overtime compensation rate to be paid Fire Department forty (40) hour employees who are called in shall only apply to the actual twenty-four (24) hour time period of the holiday itself starting at midnight.

The above referenced emergency overtime holiday compensation rate will only apply to the 24-hour period of the holiday itself starting at midnight.

The above referenced emergency overtime holiday compensation rate will only apply to the 24-hour period of the holiday as defined in Section 3-5 of the labor agreement.

SECTION 3-6 VACATION

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 he/she has served the Employer at least six (6) months, after which time he/she 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. A new employee's vacation shall start to accrue on the first day of the calendar month that is nearest to the date of starting full-time regular employment.

Employees hired after January 1, 1995, on duty fifty-six (56) hours per week shall be entitled to the same holidays as other Fire Department fifty-six (56) hour union employees. However, combined vacation and holiday leave shall be granted according to the following schedule:

<u>YEARS OF SERVICE</u>	<u>ANNUAL VACATION LEAVE</u>
After 1 year	2 weeks or 14 consecutive days
3 years	3 weeks or 14 consecutive days and 7 consecutive days
5 years	4 weeks or 2 - 14 consecutive vacation periods.

Employees on duty fifty-six (56) hours per week shall be allowed thirteen (13) work days per calendar year as vacation leave plus legal holidays, with the exception of Christmas Eve Day, as referred to in Section 3-5 entitled Holiday Defined, for each twelve (12) months of service. This is a total of nineteen (19) work days as annual leave. This vacation and holiday leave may be taken consecutively including Kelly days for a total of twenty-eight (28) consecutive calendar days per calendar year. It is the intent that the above twenty-eight (28) calendar days annual leave shall be equivalent of the annual leave period of nineteen (19) work days.

Fire Department employees whose work schedule is Monday through Friday will be allowed fourteen (14) work days per calendar year as vacation leave plus (8) days on the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving, Christmas Eve, Christmas.

Schedule: At the discretion of the department head the above twenty-eight (28) consecutive calendar days leave may be utilized on the basis of two fourteen (14) calendar days leave period.

Longevity Vacation or Pay.

10-Year Anniversary

All employees on their anniversary date will become eligible for an additional seven (7) calendar days' vacation on completion of ten (10) years' service with the Employer.

At the time of ten (10) year service completion, the employee's ten year longevity vacation earned will be pro-rated to the end of the current calendar year in the following manner:

1. Determine if month that 10th year is completed should be credited or dropped. 1st through the 15th, credit month; 16th through end of month, no credit.
2. Pro-rate seven (7) longevity vacation days based on number of months between anniversary date and end of year.

Example:

- a. 10-year anniversary date is August 18, 1994. Count September through December (4 months). Based on chart below, employee would receive two (2) days:

01/12 of 7 calendar days	=	1
02/12 "	=	1
03/12 "	=	2
04/12 "	=	2
05/12 "	=	3
06/12 "	=	4
07/12 "	=	4
08/12 "	=	5
09/12 "	=	5
10/12 "	=	6
11/12 "	=	6
12/12 "	=	7

- b. Employee would be eligible for two (2) days from August 18, 1994 through December 31, 1994.
- c. On January 1, 1995 employee is eligible to use seven (7) days from January 1, 1995 through December 31, 1995 and each January 1 thereafter.
- d. Any of the seven (7) days not taken as of December 31 each year would be forfeited.

15-Year Anniversary

Furthermore, all employees on their anniversary date will be granted an additional seven (7) calendar days' 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 seven (7) calendar days' vacation. Cash payment shall be at regular rate of pay. Employees would be eligible in subsequent years for the above days after their anniversary date and will schedule the additional days as outlined in Section 3-6 above. Such additional leave shall not be cumulative from year to year. If the employee selects longevity pay in lieu of vacation he/she must so advise the Personnel Officer. Payment will be made on the first pay period beginning after the anniversary date.

No pro-rating of fifteen (15) year longevity vacations will be made.

40-Hour Employees

For forty (40) hour employees, the phrase "Seven (7) calendar days vacation" shall read "five (5) work days vacation".

Accumulation

Any excess days beyond the fifty-six (56) calendar days' authorized accumulation caused as a result of longevity vacation may only be carried over to the employee's next anniversary date. For forty (40) hour employees, the phrase "fifty-six (56) calendar days" shall read "twenty-six (26) work days".

Accumulated Vacation Leave. Vacation leave may be accumulated for two (2) full years of thirty-eight (38) work days only. For forty (40) hour employees vacation leave may be accumulated for two (2) full years or twenty-six (26) work days only. Approval for accumulation of a longer period of time can only be given by the Personnel Officer 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 shall 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.

SECTION 3-7 SICK LEAVE ACCUMULATION

Each regular full-time employee shall be entitled to sick leave with full pay of one day for each completed month of service. All unused balance of or allowances for sick leave shall be carried over and accumulated from one calendar year to the next to a maximum of one hundred forty (140) days. On an initial duty day missed because of sickness, the employee shall be charged one sick leave day if the employee neither works at all, or if the employee works less than three (3) hours. However, if the employee works three (3) hours or more, but less than twenty-four (24) hours, he/she shall be charged actual hours of sick leave used. Thereafter, each successive twenty-four (24) hour tour of duty missed because of sickness shall be charged as two (2) sick leave days.

Employees working forty (40) hours per week schedule shall be charged actual hours of sick leave used. Eight (8) hours sick leave equals one (1) sick leave days.

Employees may utilize their allowances of sick leave on the basis of application approved by their appointing authority and the Personnel Officer for absence necessitated by inability to perform the duties of their position by reason of illness, or by exposure to contagious diseases under circumstances in which health of the employee with whom associated or members of the public necessarily dealt with would be endangered by attendance on duty. Provided, any employee who has accumulated a sufficient number of sick days shall have the privilege of using up to, but not in excess of, three (3) sick days for each calendar year as sick leave to be deducted from said employee's accumulation of sick leave for the purpose of attending to the medical or dental needs of him or herself or a member of his/her family. A certificate from a reputable physician, dentist, osteopath, or chiropractor may be required by Employer as evidence of illness before compensation for the period of illness is allowed. It shall be optional with the Personnel Officer whether the physical examination in such instance shall be administered by the City physician or upon request, employee's own medical physician, osteopathic physician, dentist, or

chiropractor. Any medical fee for examination incurred at Employer's request as a result of the above requirements, shall be paid by the Employer.

Sick medical time, three (3) days or seventy-two (72) hours for 56 hour employees and three (3) days or twenty-four (24) hours for 40 hour employees can be taken in a minimum of one (1) hour segments charged as sick medical time used. Thereafter, each successive twenty-four (24) hour tour of duty missed because of sick medical time used shall be charged as two (2) sick medical days used for the 56 hour employees. The above minimum three (3) hour segments shall not apply to 40 hour employees. The number of employees allowed to be off duty on sick medical time in hourly segments shall be limited and/or the filling of such vacancies shall be at the discretion of the Fire Chief.

The unused balances of allowances for sick leave may be carried over and accumulated from one calendar year to the next to a maximum of one hundred forty (140) days at any one time, any excess over which shall be deemed to have expired. Sundays and Saturdays falling within the period of sick leave shall not be counted against the employee, except that where some other day of the week is the normal day off for any employee coming within the provision of this paragraph that day in lieu of Sunday and Saturday shall not be counted against such employee's sick leave.

Those days designated as "Kelly" days, or the 5th and 6th day of the "56" hour cycle shall not be charged against the employee's sick leave.

Sick leave may be accumulated if not used or charged during the year accrued, but the total accumulation shall not exceed one hundred forty (140) days. Sick leave will not be allowed for any day on which an employee would otherwise not have worked, provided, that 50% of accumulated sick leave shall be paid an employee terminating employment with the City at their then current rate of pay providing he/she has worked for the City a minimum of ten continuous years. The daily rate of pay shall be determined by dividing the employee's base bi-weekly rate by ten.

SECTION 3-8 WORKERS' DISABILITY COMPENSATION

In case of an accident to a member of the Bargaining Unit during the performance of his/her regular duty resulting in temporary disability to the extent that he/she is unable to resume his/her regular duties, he/she shall be entitled to his/her regular compensation until sufficiently recovered to perform his/her regular duties for a period of ninety (90) work 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.

If any employee receives workers' disability payments during any absence from work, any other payments which may be paid to him/her under the provision of this Chapter shall be reduced to the extent of such workers' disability payments.

SECTION 3-9 EMERGENCY LEAVE

In the case of death in his/her immediate family, an employee shall be granted a leave of absence with pay (providing he/she attends the funeral) for a period of four (4) calendar days; if death occurs while employee is on duty, that day shall not be counted as one of the four. Immediate family is defined as wife, husband, child, sister, brother, parent or parent-in-law, son-in-law, daughter-in-law, grandparent, grandchildren, or other relatives living in the same household.

If the employee suffers the loss of a member of his/her immediate family and attends the funeral outside of the state, the employee may use up to one (1) day additional sick medical leave if he/she qualifies under Section 3-7.

In the event of the death of a brother-in-law or sister-in-law, the employee may take additional sick-medical days not to exceed three (3) days if they are eligible as provided for under Section 3-7.

SECTION 3-10 MILITARY SERVICE - VETERANS

Veterans shall be given such preference as may be provided by Act No. 205 of the Public Acts of 1897 as amended of the State of Michigan, and any other applicable State or Federal Laws.

SECTION 3-11 HOSPITAL, MEDICAL, 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/herself, spouse and dependents, if any, thereby insuring such an employee of continuous coverage for benefits.

*Note: The change to Community Blue Plan 2 will be effective 09/01/98.

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.

Section 3-11.1 Retirees Hospital, Prescription and 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.

Section 3-11.2 Waiver of Medical Coverage

Employees electing not to participate in the health insurance program, Section 3-11 Hospital, Medical, Surgical Service, will be eligible to receive a \$100.00 per month payment in lieu of receiving such coverage. Payment will be made annually during the month of December for credit earned that year. In the event both a husband and wife work for the City, the employer will automatically waive the lower seniority employee unless requested differently by the employee.

Section 3-11.3 Dental Insurance

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

The dental plan is commonly referred to as an 80/20 plan with coverage for Class I benefits to \$1,000 annually (effective 09-01-98).

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

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

Effective January 1, 1995, a new suffix will be added to the dental plan which will allow employees whose working spouse has dental coverage to opt into a plan commonly referred to as a 50/50 plan. The 50/50 plan provides coverage for Class I, II and III benefits to \$1,200 annually (effective 09-01-98). 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.

Section 3-11.4 Optical Program

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

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

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

SECTION 3-12 GROUP LIFE INSURANCE

The Employer shall pay the total premium for the employee of a life insurance plan; and, the coverage shall be an amount equal to the top step of the base salary for the classification of the employee, based on the hire date of the employee.

SECTION 3-13 PERSONNEL RECORDS

Individual personnel records shall be available to the employee at any time during normal work hours of the Personnel Office for his/her own personal inspection. The official records will be housed by the City Personnel Officer and they shall be regarded as the official individual employee personnel record regarding his/her employment with the City, and shall prevail in the matter of any records dispute. The Employee shall receive a copy of memorandum, correspondence and material of like nature that is placed in his/her file.

SECTION 3-14 LEAVE OF ABSENCE WITHOUT PAY

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. 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 may include but are not limited to the following: Illness (physical or mental), prolonged illness in the immediate family, and travel or study calculated to equip the employee to render more efficient service to the Employer. No leave shall be granted primarily in the interests of the employee, except in the case of one who has shown by his/her record or service or by other evidence to be more than average value to the Employer and whose service it is desirable to retain even at some sacrifice. An employee granted a leave of absence under this Section will not be permitted to engage in gainful employment during such period of leave except those instances where the leave is granted due to prolonged illness in the immediate family.

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

SECTION 3-15 SUBSISTENCE ALLOWANCE

Effective July 1, 1994, each employee, excepting the Fire mechanic and the Fire Inspector, shall receive \$575.00 per year divided into two payments of \$287.50 on the first pay day of January and the first payday of July, for subsistence allowance.

Effective July 1, 1995, each employee, excepting the Fire Mechanic and the Fire Inspector, shall receive \$600.00 per year divided into two payments of \$300.00 on the first payday of January and the first payday of July, for subsistence allowance.

Effective July 1, 1996, each employee, excepting the Fire Mechanic and the Fire Inspector, shall receive \$625.00 per year divided into two payments of \$312.50 on the first payday of January and the first payday of July, for subsistence allowance.

Effective July 1, 1997, each employee, excepting the Fire Mechanic and the Fire Inspector, shall receive \$650.00 per year divided into two payments of \$325.00 on the first payday of January and the first payday of July, for subsistence allowance.

Each employee shall receive his/her first subsistence allowance at whatever is the first period following six (6) months of employment. Payments shall cover the preceding six (6) month's service.

SECTION 3-16 EDUCATION

Members of the bargaining unit who attend classes on their own time and who received prior approval from the Fire Chief because the courses are job related will be provided tuition and book expense. Another basic requirement is the obtaining of a passing or satisfactory grade. A minimum grade of "C" shall constitute satisfactory completion, or when requirement is the obtaining of a passing or satisfactory grade. A minimum grade of "C" shall constitute satisfactory completion, or when grades are not given, a certificate of satisfactory completion is required. Provided, when applicable, an average grade of "C" shall constitute satisfactory completion grade for required and voluntary training.

Also, the Employer agrees to reimburse employee for all classes contained in the pre-approved curriculum necessary to obtain a Fire Science degree, providing a passing grade of "C" or better is achieved.

Training time pay will be made at the regular hourly rate (2912 hours) for those members off duty when they attend pre-approved training sessions. Number of people to attend and type of class will be determined by management. Payment will be for times of scheduled sessions only. Members on duty when session is held will attend while on-duty rather than off-duty (if training session is at station or where they can respond from). Training must be job-related. This section does not include those attending college or in a degree program. Final decision on whether the session is eligible for training time pay will be made by the Fire Chief.

Members of the bargaining unit who are attending training classes during their regularly scheduled duty day and have received prior approval from the Fire Chief shall receive credit for those hours absent

from duty for the purpose of Extra Kelly compensation.

The City may require, at its option, 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.

SECTION 3-17 ADVANCE PAY

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

SECTION 3-18 PHYSICAL FITNESS

There shall be established a labor-management committee consisting of an equal number of union and employer representatives to devise a physical fitness program that meets NFPA guidelines for physical fitness for all bargaining unit members and this program shall be mandatory.

SECTION 3-19 ANNUAL JOB PERFORMANCE RATING

All employees covered by this Agreement shall have an annual job performance evaluation (rating) performed by his or her supervisor(s). This job performance evaluation (rating) shall be completed within fourteen (14) days of the employee's anniversary date. Employees shall be evaluated (rated) based on the Port Huron Fire Department Mission and Value Statements. An employee may request a six (6) month re-evaluation. The six (6) month time period is to allow said employee opportunity to improve his or her performance rating.

ARTICLE IV - SUSPENSION, DISMISSAL, AND DEMOTION

SECTION 4-1 SUSPENSION, DISMISSAL, AND DEMOTION

No employee shall be dismissed, demoted or suspended, except for cause, and in no event until he/she shall have been furnished with a written statement of the charges and the reasons for such action, and all charges shall be void unless filed within five (5) days of notice to the Employer of the occurrence of the alleged violation. In the event a grievance thereon is filed by the employee, as elsewhere provided in this Agreement, the burden shall be on the Employer to justify the action complained of. In any proceeding, the employees shall have reasonable time as stated in Grievance procedure to prepare for the defense against charges preferred, and shall have the right to counsel; and shall be afforded due process.

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

ARTICLE V - GRIEVANCE AND ARBITRATION

SECTION 5-1 GRIEVANCE AND ARBITRATION (Amended 08-94)

Should any differences, disputes or complaints arise as to the meaning or application of the provisions of this Agreement, such differences shall be resolved in the following manner:

- (a) An employee with a grievance shall, within ten (10) calendar days of the knowledge of the occurrence of the incident which gave rise to the grievance, discuss it with the Fire Chief or his/her designated representative, with the object of resolving the matter informally, if requested, a member of the Executive Committee may be present.
- (b) If an impasse has been reached in the above step, the grievance shall be reduced to writing within five (5) calendar days of the informal meeting and delivered to the Personnel Officer after which he/she shall have five (5) calendar days to render an answer in writing to the Union President.
- (c) If no solution to the grievance can be reached by the above step, then the Union President shall request an audience for the employee and him/herself with the Personnel Officer. This step must be completed within ten (10) calendar days after step (b).
- (d) If no agreement can be reached in the preceding step, within ten (10) calendar days, either party may in writing, request arbitration. The party requesting arbitration shall promptly thereafter file a demand for arbitration with the American Arbitration Association in accordance with the then applicable rules and regulations of the Association. The expenses of the Arbitrator, excepting the parties' own expenses, shall be borne by the losing party. The arbitrator shall have the authority and jurisdiction to determine the propriety of the interpretation and/or application of the Collective Bargaining Agreement respecting the grievance in questions, but he/she shall not have the power to alter or modify the terms of this Agreement. With respect to arbitrations involving the discipline or discharge of employees, the arbitrator shall determine if the discharge or discipline as for just cause; and he/she may review penalty imposed and if he/she shall find it to be inappropriate and/or unduly severe, he/she may modify it accordingly. He/she shall have the authority in cases concerning discharge, discipline and/or other matters, if he/she shall so determine, to order the payment of back wages and compensation of an employee, which the employee would otherwise have received, and/or enter such other and/or future awards as may be appropriate and just. His/her award shall be final and binding on the parties and affected employees.
- (e) The Grievance Procedure provided in this Agreement shall be supplementary or cumulative to, rather than exclusive of, any procedures or remedies afforded to any employee by law.

ARTICLE VI - RETIREMENT

SECTION 6-1 PENSIONS

Effective July 1, 1992, all full-time employees shall be covered by the Municipal Employees' Retirement System (MERS) with an employee contribution rate of 4%. The following benefit plan shall apply:

B-3, FAC-3, F50/25, RS50 and 10-year vesting.

Effective July 1, 1996, all full-time employees shall be covered by the Municipal Employees Retirement System (MERS) with an employee contribution rate of 4%. The following benefit plan shall apply:

B-4, FAC-3, F50/25, RS50 and 10-year vesting.

Effective July 3, 1999, employer shall match contributions of non-probationary employees to the ICMA-RC deferred compensation program up to a maximum of 3% of salary as defined by the Municipal Employees' Retirement System (MERS).

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

SECTION 6-2 COMPUTATION CONCERNING VACATION AND SICK DAYS

All vacation days will be computed as calendar days using the factor that nineteen (19) regular vacation days (thirteen (13) vacation plus six (6) days in lieu of holidays defined in Section 3-5) equals twenty-eight (28) calendar days.

To compute the daily rate for calendar days, divide the bi-weekly rate (base plus longevity) by fourteen (14). Multiply that rate times the total of calendar vacation days eligible to be paid.

To compute the daily rate for sick days, divide the bi-weekly rate (base plus longevity) by ten (10). Multiply that rate by the number of sick days eligible to be paid.

Regular vacation days and Kelly and Kelly off days will be pro-rated for the worked portion of a partial year, using 1/12 per month worked (if worked ten months, use 10/12). Holidays will be credited as earned during time worked. The following is an example using October 25, 1985 as a retirement date:

10/12 of 13 regular vacation days	=	11
Holidays during period worked	=	4
10/12 of 9 KO	=	<u>8</u>
		23

ARTICLE VII - SEPARABILITY AND SAVINGS CLAUSE - TERMINATION

SECTION 7-1 SEPARABILITY

This Agreement is subject to the laws of the State of Michigan with respect to the powers, rights, duties and obligations of the Employer, the Union and the employees in the bargaining unit, and in the event that any provision of this Agreement shall at any time be held to be contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided therefore, such provision shall be void and inoperative; however, all other provisions of this Agreement shall, insofar as possible, continue in full force and effect.

SECTION 7-1 DISTRIBUTION OF AGREEMENT

A copy of this Agreement shall be distributed by the Employer to all employees of the Fire Department.

APPENDIX "A"

CLASSIFICATIONS AND COMPENSATION RATES

Salary Schedule - Period July 4, 1998 through July 2, 1999 (2.5% increase)

<u>Classification</u>	<u>Step A</u> Starting <u>75%</u>	<u>Step B</u> 1st Year <u>80%</u>	<u>Step C</u> 2nd Year <u>85%</u>	<u>Step D</u> 3rd Year <u>90%</u>	<u>Step E</u> 4th Year <u>95%</u>	<u>Step F</u> 5th Year <u>100%</u>
Assistant Fire Chief						\$56,506
Fire Captain/Inspector					\$48,801	\$51,369
Fire Lieutenant/Inspector					\$44,364	\$46,699
Fire Equipment Mechanic					\$44,364	\$46,699
Fire Fighter	\$31,841	\$33,963	\$36,086	\$38,209	\$40,331	\$42,454

Salary Schedule - Period July 3, 1999 through June 30, 2000 (2.0% increase)

<u>Classification</u>	<u>Step A</u> Starting <u>75%</u>	<u>Step B</u> 1st Year <u>80%</u>	<u>Step C</u> 2nd Year <u>85%</u>	<u>Step D</u> 3rd Year <u>90%</u>	<u>Step E</u> 4th Year <u>95%</u>	<u>Step F</u> 5th Year <u>100%</u>
Assistant Fire Chief						\$57,636
Fire Captain/Inspector					\$49,776	\$52,396
Fire Lieutenant/Inspector					\$45,251	\$47,633
Fire Equipment Mechanic					\$45,251	\$47,633
Fire Fighter	\$32,477	\$34,642	\$36,808	\$38,973	\$41,138	\$43,303

Salary Schedule - Period July 1, 2000 through June 29, 2001 (2.5% increase)

<u>Classification</u>	<u>Step A</u> Starting <u>75%</u>	<u>Step B</u> 1st Year <u>80%</u>	<u>Step C</u> 2nd Year <u>85%</u>	<u>Step D</u> 3rd Year <u>90%</u>	<u>Step E</u> 4th Year <u>95%</u>	<u>Step F</u> 5th Year <u>100%</u>
Assistant Fire Chief						\$59,079
Fire Captain/Inspector					\$51,023	\$53,708
Fire Lieutenant/Inspector					\$46,384	\$48,825
Fire Equipment Mechanic					\$46,384	\$48,825
Fire Fighter	\$33,290	\$35,509	\$37,728	\$39,947	\$42,167	\$44,386

Salary Schedule - Period June 30, 2001 through June 28, 2002 (3.0% increase)

<u>Classification</u>	<u>Step A</u> Starting <u>75%</u>	<u>Step B</u> 1st Year <u>80%</u>	<u>Step C</u> 2nd Year <u>85%</u>	<u>Step D</u> 3rd Year <u>90%</u>	<u>Step E</u> 4th Year <u>95%</u>	<u>Step F</u> 5th Year <u>100%</u>
Assistant Fire Chief						\$60,851
Fire Captain/Inspector					\$52,533	\$55,319
Fire Lieutenant/Inspector					\$47,776	\$50,290
Fire Equipment Mechanic					\$47,776	\$50,290
Fire Fighter	\$34,289	\$36,574	\$38,860	\$41,146	\$43,432	\$45,718

10% differential between classifications in Step F. All promotions, except to Assistant Fire Chief, shall automatically be made into Step "E" of the pay grade with progression to Step "F" in six (6) months. The Assistant Fire Chief shall start at Step "F".

SECTION 7-3 DURATION

THIS AGREEMENT shall be effective retroactive to July 1, 1998, and shall remain in full force and effect to and including June 30, 2002. The parties agree that, commencing not later than 90 days prior to the expiration of this Agreement, they will undertake negotiations for a new Agreement for a succeeding period. In the event that negotiations extend beyond the said expiration date of this Agreement, the terms and provisions of this Agreement shall remain in full force and effect pending agreement upon a new contract, subject to termination by either party on 90 days' written notice.

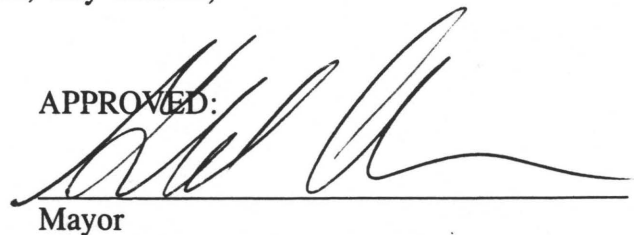
IN WITNESS WHEREOF, the parties, hereto have caused this Agreement to be executed on the 13th day of August, 1998.

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

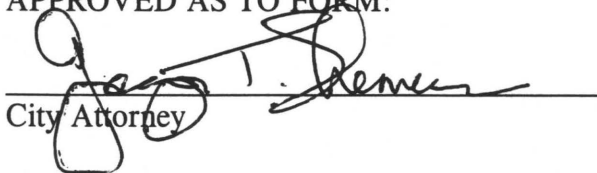
ATTEST:


City Clerk

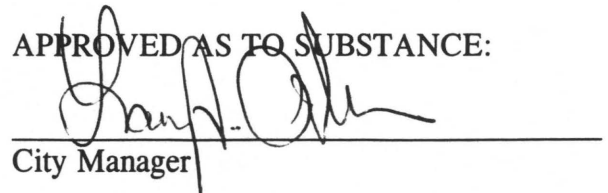
APPROVED:


Mayor

APPROVED AS TO FORM:


City Attorney

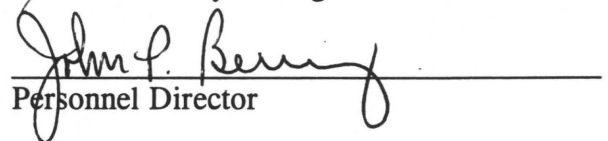
APPROVED AS TO SUBSTANCE:


City Manager

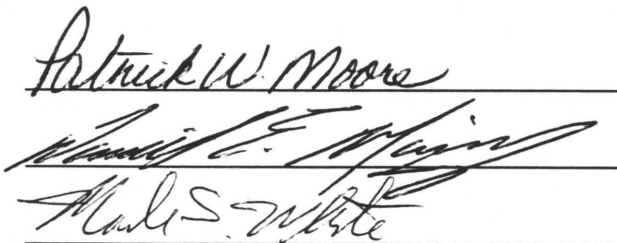
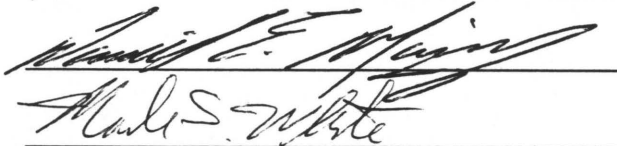
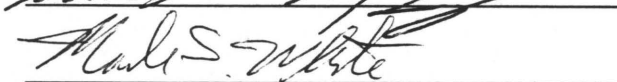
APPROVED AS TO SUFFICIENCY OF FUNDS:

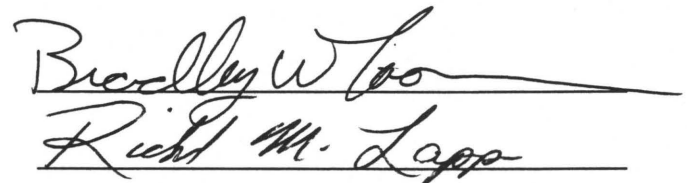
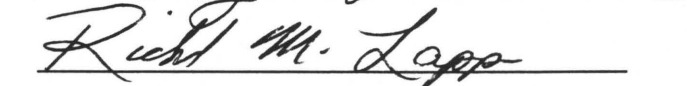

Director of Finance


Assistant to City Manager


Personnel Director

LOCAL NO 354 of the INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS also known as PORT HURON FIRE FIGHTERS ASSOCIATION, AFL-CIO.

**CITY OF PORT HURON
AND PORT HURON FIRE FIGHTERS ASSOCIATION
LOCAL 354**

MEMORANDUM OF UNDERSTANDING

LONGEVITY

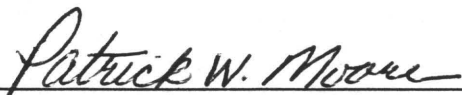
As a result of negotiations for elimination of longevity pay for new hires in the new collective bargaining agreement, the parties agree to the following:

The City agrees that it will not attempt to negotiate any change in longevity pay for employees hired on or before December 31, 1998.

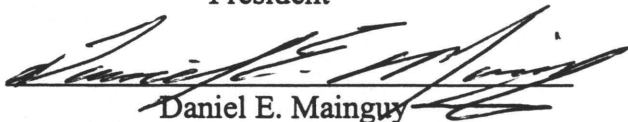
The Union agrees not to seek longevity pay for employees hired on or after January 1, 1999.

This Agreement shall become effective July 1, 1998, and shall remain in effect until the retirement or other separation from employment of the last member of the bargaining unit hired on or before December 31, 1998.

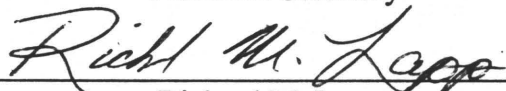
**FOR PORT HURON FIRE FIGHTERS
LOCAL 354**



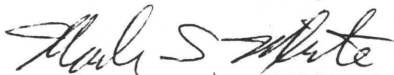
Patrick W. Moore
President



Daniel E. Mainguy
Financial Secretary



Richard M. Lapp
Vice President, Red Shift

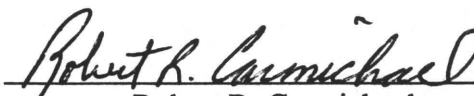


Mark S. White
Vice President, Black Shift

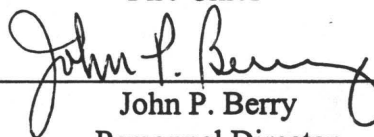


Bradley W. Tooman
Recording Secretary

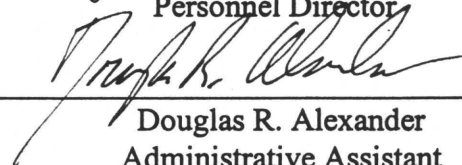
FOR THE CITY OF PORT HURON



Robert R. Carmichael
Fire Chief



John P. Berry
Personnel Director



Douglas R. Alexander
Administrative Assistant

7-21-98

Date

**Memorandum of Understanding
City of Port Huron
and
IAFF Local 354**

The parties agree that this memorandum will be an addendum to the current collective bargaining agreement. Further, the parties agree that when the current collective bargaining agreement expires (06-30-2002), this language will be incorporated into the new collective bargaining agreement.

Note: Changes are underlined.

Section 1-12 Probationary Employees

Paragraph One - Remains the same.

Paragraph Two - During the first ninety (90) calendar days of employment, the employee shall not receive health, dental, life insurance or optical plan. Upon successful completion of ninety (90) calendar days, the employee shall commence to receive the same health, dental, life insurance and optical plan to which regular permanent employees are entitled.

Section 3-7 Sick Leave Accumulation

Paragraph One - Each regular full-time employee shall be entitled to sick leave with full pay of one day for each completed month of service. The use of a sick day, as described in this section, shall not occur until the completion of six (6) months of service.

The remainder of this section remains the same.

In the interest of good labor relations, the parties agree to this contractual revision. Further, by signing this agreement, the parties agree that the grievance dated August 6, 1998, has been settled and withdrawn by the Union.

For the City of Port Huron

John P. Berry
Robert R. Carmichael

11-6-98

Date

For Local 354

Patrick Moore
Mark S. White

Walter F. Loring
Beardy W. Loo
Robert M. Lapp

11-3-98

3724

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.

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

5 days of vacation

After 3 years

10 days of vacation

After 5 years

15 days of vacation

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

Schedule

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

Accumulated Annual Leave

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

Longevity Vacation

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

Pay in Lieu of Vacation

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

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

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

Accident Reporting Policy

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

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

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

Sick Leave/Benefits - Seasonal and Part-time Employees

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

Physician's Certificate

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

EMERGENCY LEAVE

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

ATTENDANCE

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

LEAVES OF ABSENCE WITHOUT PAY

- a.) Written leaves of absence without pay for an extended period may, at the discretion of the City Manager, be granted for a period not to exceed one (1) year. Upon expiration of the leave, the employee will be reinstated to the position held before the leave was granted. Failure of the employee to report promptly at the expiration of the leave may result in dismissal. Such leave shall be granted when it will not result in undue prejudice to the interests of the City as an employer beyond any benefits to be realized. Applications for leaves of absence for travel or study calculated to equip the employee to render more efficient service to the City may be deemed justification for granting such leave. No leave shall be granted primarily in the interests of the employee, except in the case of one who has shown by the employee's record of service or by other evidence to be of more than average value to the City whose service it is desirable to retain even at some sacrifice.
- b.) Written leaves of absence without pay will be granted to full-time employees by the Personnel Director for leave requested under the Family and Medical Leave Act of 1993 (FMLA). Under the FMLA, employees are entitled to extended unpaid leave of up to 12 weeks annually under the following circumstances:
 - 1) Because of the birth of a child and in order to care for a child;
 - 2) Because of the placement of a child with an employee for adoption or foster care;
 - 3) For the care of the employee's spouse, son or daughter, or parent, who has a serious health condition; or

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

Employees must provide 30 days advance notice when such leave is foreseeable. The employee shall submit medical certification to support a request for such leave because of a serious health condition. While on FMLA leave, employees shall retain all employment benefits which had accrued prior to the commencement of the leave requested. The minimum requirements and the terms and definitions as provided and as subsequently amended under the FMLA, 29 USC & 2601 et. seq. and any regulations promulgated thereunder, shall control the granting of unpaid leave under this subsection. Employees with specific questions about the Family and Medical Leave Act should contact the Personnel Department. Leaves of absence without pay for periods not to exceed three (3) days may be approved by the Department Head.

Leaves of absence without pay for more than three (3) days must be approved by the Personnel Director before leave is taken, except in emergency situations where advance notice is impossible. In such cases retroactive approval may be granted.

MILITARY LEAVE

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

JURY DUTY AND COURT APPEARANCE

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

EMPLOYEE ABSENCE REPORT

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

LEGAL HOLIDAYS

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

HOURS OF WORK

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

REST/LUNCH PERIODS

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

CHAPTER V**PENALTIES AND TERMINATIONS****EMPLOYEE CONDUCT**

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

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

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

Attendance and Attention to Work:

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

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

Health and Safety:

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

Personal Conduct:

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

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

Political Activity:

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

Security:

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

LAYOFFS

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

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

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

RESIGNATIONS

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

CHAPTER VI**SUGGESTIONS AND COMPLAINTS****SUGGESTIONS**

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

CHAPTER VII**BENEFITS****HOSPITALIZATION**

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

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

The City shall not pay the cost of the hospital and medical plan where, at the effective date of employment, said employee is already covered by a hospital-medical plan that is equivalent to the coverage offered by the City. However, the employee would be eligible for the waiver of medical coverage provision described in this booklet. In the event the subscriber of such a hospital-medical plan ceases to be so covered resulting in an employee losing member coverage, the City shall, upon notice, immediately enroll the affected employee under its existing plan with full coverage for the employee, spouse and dependents, if any, thereby insuring such an employee of continuous coverage for benefits.

WAIVER OF MEDICAL COVERAGE

Employees electing not to participate in the health insurance program, Hospital, Medical, Surgical Service provided by the City, will be eligible to receive a \$100 per month payment in lieu of receiving such coverage. Payment will be made annually during the month of December for credit earned that year. In the event both a husband and wife work for the City, the waiver will be automatic for the lower seniority employee unless requested differently by the employee. Employees interested in this program should contact the Personnel Department.

DENTAL INSURANCE

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

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

LIFE INSURANCE

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

OPTICAL PROGRAM

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

PAYROLL DEDUCTIONS

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

ADVANCE PAY

Employees should notify the Department Head of their request for an advance pay one week prior to the ending of the pay period in which employee desires the money. Payroll will determine the approximate amount of earnings and will issue a General Fund check. This advance check will be distributed to the employee along with the regular pay. Any difference between the employee's check and the advance received will be paid to the employee in their next check.

DEFERRED COMPENSATION

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

For further information contact Payroll.

DEPENDENT CARE REIMBURSEMENT ACCOUNT

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

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

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

EDUCATIONAL REIMBURSEMENT

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

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

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

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

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

RETIREMENT HEALTH CARE BENEFITS

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

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

CHAPTER IX**CITY POLICIES AND PROGRAMS****WORKPLACE VIOLENCE POLICY**

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

COMPUTER POLICY

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

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

EMPLOYEE STATUS CHANGE POLICY

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

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

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

OUTSIDE EMPLOYMENT POLICY

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

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

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

CONFLICT OF INTEREST POLICY

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

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

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

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

CITY DRESS CODE POLICY

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

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

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

NEPOTISM NON-FRATERNIZATION POLICY

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

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

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

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

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

Questions should be referred to the Personnel Department.

CITY BULLETIN BOARDS - EMPLOYEE UPDATES

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

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

EMPLOYEE ASSISTANCE PROGRAM - CENTER FOR HUMAN RESOURCES**Employee Assistance Program - Center for Human Resources**

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

Some common concerns include...

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

It's confidential and free...

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

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

PHONE 984-EAP-1

SOLICITATIONS ON CITY PREMISES - POLICY

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

OPEN-DOOR POLICY

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

HEALTH AND SAFETY PROGRAM

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

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

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

WELLNESS PROGRAMS

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

EMPLOYEE ACTIVITY PROGRAM

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

SUGGESTION PROGRAM

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

SERVICE AWARD AND RETIREMENT GIFT PROGRAM

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

EMPLOYEE OF THE QUARTER/YEAR PROGRAM

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