

**AGREEMENT**

**BETWEEN**

**THE CITY OF PORT HURON**

**MUNICIPAL HOUSING DEPARTMENT**

**AND**

**UTILITY WORKERS UNION OF AMERICA**

**AFL-CIO AND ITS LOCAL 532**

**(HOUSING DEPARTMENT-MAINTENANCE)**

*Port Huron City*

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## AGREEMENT

**THIS AGREEMENT, made and entered into this 8th day of June, A.D., 1998, by and between the CITY OF PORT HURON, MICHIGAN, party of the first part, and hereinafter termed the Employer, and UTILITY WORKERS UNION OF AMERICA, AFL-CIO, and its LOCAL 532, parties of the second part, hereinafter called the Union.**

**PURPOSE AND INTENT: The general purpose of this Agreement is to set forth terms and conditions of employment, and to promote orderly and peaceful labor relations for the mutual interest of the Employer, the Employees, and the Union.**

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

### ARTICLE I - GENERAL CONDITIONS

#### SECTION 1-1 SCOPE OF AGREEMENT AND OPERATIONS COVERED

**It is understood and agreed that this Agreement shall cover all resident maintenance, maintenance aide and caretaker as defined in the State of Michigan Labor Mediation Board Certified Case No. R78D256 dated July 14, 1978, who perform work for the Municipal Housing Department, City of Port Huron, County of St. Clair, in the State of Michigan, excluding all others.**

**This Agreement does not cover seasonal employees. However, for purposes of Union security, the Employer definitely recognizes the very essential need to utilize seasonal employment on a limited bases. Therefore, seasonal employment will begin no earlier than April 1st and shall not continue past November 30th, unless reviewed with the Union. Hours to be worked by these seasonal employees shall be Monday through Friday, normal day shift hours only. The Employer and Union further agree that in the event of a disability situation for an unusual length of time, replacement can be made on a temporary basis by utilization of a temporary bidding process that allows for upward bidding by personnel within the affected division.**

## **SECTION 1-2 RECOGNITION**

### **Section 1-2.1:**

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

### **Section 1-2.2(a):**

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

### **Section 1-2.2(b):**

Membership in the Union is separate, apart and distinct from the assumption by one of his or her equal obligation to the extent that he or she receive equal benefits. The Union is required under this Agreement to represent all of the employees in the bargaining unit fairly and equally without regard to whether or not an employee is a member of the Union. The terms of this Agreement have been made for all employees in the bargaining unit and not only for members in the Union, and this Agreement has been executed by the Employer after it has satisfied itself that the Union is the choice of a majority of employees in the bargaining unit.

### **Section 1-2.2(c) Probationary Employees:**

Each newly hired employee shall be a probationary employee for the first six (6) 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 employee's qualifications and/or ability to perform the work for which he or she was hired are in doubt, in the opinion of the Employer.

When an employee completes his or her thirty-first (31st) day, he or she shall qualify for Union membership but will not be represented by the Union until his/her probationary period is finished.

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.

C.O.L.A. (A freeze will be placed on cost-of-living adjustments during the duration of this agreement.

**Section 1-2.3:**

In accordance with the policy set forth under Paragraph (1) and (2) of this Section, all employees in the bargaining unit shall, as a condition of continued employment, pay to the Union, the employee's exclusive collective bargaining representative, an amount of money equal to that paid by other employees in the bargaining unit who are members of the Union which shall be limited to an amount of money equal to the Union's regular and usual dues. For permanent regular employees, such payments shall commence on the first day following the thirty-first (31st) day of such employee.

**Section 1-2.4:**

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

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

**Section 1-2.5:**

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

**Section 1-2.6:**

If any provision of the Chapter is invalid under the Federal Law or the State of Michigan Law, such provision shall be modified to comply with the requirements of Federal or State Law or shall be renegotiated for the purpose of adequate replacement.

### SECTION 1-3 MANAGEMENT CLAUSE

The Employer shall remain vested with all management functions, including but not limited to, the direction of the staff, the full and exclusive right to hire, promote, demote, discharge for cause, discipline employees consistent with a merit system of personnel management; to promulgate rules and regulations governing the conduct of employees and to require their observance; to make temporary job assignments necessary to insure the efficient performance of work; to control the use of vacations so as not to jeopardize the functions of the Employer; to establish and direct the location and methods of work, job assignments and work schedules; to maintain order and efficiency; to determine the hours of work including starting and quitting time, length of work week; and to accomplish the reduction of the work force for efficiency purposes, to control, direct and supervise all equipment, subject to the terms of this Agreement. The Employer further reserves the exclusive right to subcontract any work or public services and to merge any of said work or public services with other governmental entities; provided that the Union shall be notified five (5) days in advance of such subcontracting if it will result in direct layoffs. The Employer agrees to exercise all reasonable effort possible to find suitable placement with city employment for any employees affected by subcontracting on the part of the Employer.

### SECTION 1-4 STEWARD

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

- (1) The investigation and presentation of grievances to the Employer in accordance with the provisions of this Agreement.
- (2) The collection of dues, when authorized by appropriate Local Union action.
- (3) The transmission of such messages and information which shall originate with, and are authorized by the Local Union, of its officers, provided such messages and information
  - (a) have been reduced to writing, or
  - (b) if not reduced to writing, are of a routine nature and do not involve work stoppages, slow-downs, refusal to handle goods, or any other undue interference with the Employer's business.

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

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

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

The Steward and/or members shall have no authority to take strike action or any other action interrupting the Employer's business. The Employer recognizes these limitations upon the authority of the Union Steward and/or members, and shall not hold the Union liable for their unauthorized acts. The Employer, in so recognizing such limitation, shall have the authority to render proper discipline, including discharge without recourse, of any Steward in the event such Steward has taken such unauthorized strike action, slow-down or other work stoppage in violation of this Agreement and applicable State law. The Officers and Stewards shall be employees of the Employer, and shall perform the duties of the classification for which they are employed.

#### **SECTION 1-5 OTHER AGREEMENTS**

##### **Section 1-5.1:**

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

##### **Section 1-5.2:**

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

#### **SECTION 1-6 PROTECTION OF RIGHTS**

##### **Section 1-6.1 Picket Lines:**

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



any primary picket line.

**Section 1-6.2 Grievances:**

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

**SECTION 1-7 SENIORITY**

**Section 1-7.1:**

Seniority shall start from the last date of hire, and shall be City Wide within the department. Seniority rights for employees shall prevail within the bargaining unit in reducing the working force because of lack of work or other legitimate cause. The last employee hired shall be the first employee laid off and the last employee laid off shall be the first employee rehired. In laying off and rehiring employees, the work performed by the employee, and the classification of the employee shall be considered to be determining factors along with seniority; provided, however, that where a technical skill is not an important consideration their seniority shall be the determining factor.

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

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

**Section 1-7.2:**

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

**Section 1-7.3:**

A list of employees arranged in the order of their seniority and classification shall be posted in a conspicuous place at their place of employment. Any controversy over the seniority standing of any employee on this list shall be referred to the

**Grievance Procedure for settlement. Such determination shall be made without regard to whether the employees involved are members of the Union.**

**Section 1-7.4:**

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

**SECTION 1-8 MAINTENANCE OF STANDARDS**

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

**SECTION 1-9 EQUIPMENT, ACCIDENT AND REPORTS**

**Section 1-9.1:**

**The Employer shall not require employees to take out on the streets or highways any vehicle that is not in safe operating condition or equipped with the safety appliances prescribed by law. It shall not be a violation of this Agreement where employees refuse, for safety reasons, to operate such equipment unless such refusal is unjustified. The Employer reserves the right to determine the safety condition of this vehicle.**

**Section 1-9.2:**

**Under no circumstances will an employee be required or assigned to engage in any activity involving dangerous conditions of work or danger to person or property or in violation of an applicable statute or court order, or governmental regulation relating to safety of person or equipment.**

**Section 1-9.3:**

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

employee to disciplinary action by the Employer.

**Section 1-9.4:**

Employees shall immediately, or at the end of their shift, report all defects of equipment. Such reports shall be made on a suitable form furnished by the Employer. The Employer shall not ask or require any employee to take out equipment that has been reported by any other employee as being in an unsafe operating condition until same has been approved as being safe by the Divisional Supervisor.

**Section 1-9.5:**

The Employer shall install heaters, defrosters, windshield washers, and other safety features as required by State Law, on all trucks, tractors and loaders and keep same in operating condition.

**SECTION 1-10 UNIFORMS**

**Section 1-10.1:**

The Employer agrees to purchase six (6) uniforms per year for each employee represented by the Collective Bargaining Agreement excluding the Maintenance Clerk.

**Section 1-10.2:**

Uniforms shall be provided to each employee once each year. The Employee shall sign a receipt for the uniform and shall be responsible for any loss of uniforms or damages over and above normal wear and tear.

**Section 1-10.3:**

Employees to whom uniforms are issued shall be required to wear said uniforms during their duty hours.

**SECTION 1-11 BONDS**

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

**SECTION 1-12 STRIKING**

The Union and its members agree to abide by the State Laws applicable to the rights of municipal employees to strike. It is further agreed that in all cases of any

unauthorized strike, slowdown, walkout or cessation of work, the Union shall not be liable for damage resulting from such unauthorized acts of its members. While the

Union shall undertake every reasonable means to induce such members to return to their jobs during such period of stoppage of work mentioned above, it is specifically understood and agreed that the Employer, during the first twenty-four (24) hours of such work stoppage, shall have the sole and complete right to reasonable discipline short of discharge.

Union members involved in such unauthorized acts shall not be entitled to, or have any recourse to, any other provisions of this Agreement. During the course of this Agreement, the City of Port Huron agrees that it will not lock out its employees.

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

#### SECTION 1-13 JOB OPENINGS

All job openings in any classification covered by this Agreement, to be filled, shall be posted for application within five (5) days after vacancy occurs, for a period of five (5) working days, and applications shall be submitted in writing during this period. A job opening or promotion shall be awarded the employee on the basis of City-wide seniority within the department, merit and ability, provided however, no one employee shall make more than one (1) successful application more frequently than once every six (6) months.

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

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

**SECTION 1-14 TRAINING**

**Section 1-14.1 Required Training:**

The Employer has the sole right to designate required training courses and required testing. Required training will be paid at a straight time rate. When training falls within the employee's scheduled work shift, the employee will attend with no loss in pay. When training occurs outside the employee's scheduled work shift, at the City's option, the employee may be paid at straight time rate, or allowed time off scheduled work shifts equivalent to time spent in training. A minimum grade of "C" shall constitute satisfactory completion, or when grades are not given, a certificate of satisfactory completion is required. Provided, when applicable, an average grade of "C" shall constitute satisfactory completion grade for required and voluntary training.

**Section 1-14.2 Voluntary Training:**

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

**ARTICLE II - CLASSIFICATION AND COMPENSATION**

**SECTION 2-1 CLASSIFICATION AND COMPENSATION RATES**

The classification and rates of compensation for employees in this bargaining unit are attached hereto as Appendix "A", and agreed to be part of this Agreement. (Amended 02-13-95). The wage rate of employees hired after January 1, 1995, shall be determined according to the following pay ranges:

Start:	Step A	70% of top step in classification worked
Upon completion of 1st year	Step B	85% of top step in classification worked
Upon completion of 2nd year	Step C	100% of top step in classification worked

The City of Port Huron shall have the sole discretion to advance the starting rate of a new hire to Step B or Step C, based upon prior experience, education or license held by the new hire.

**Section 2-1.1:**

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

**SECTION 2-2 OVERTIME**

**Section 2-2.1 Time and One-Half:**

All hours worked by employees in excess of eight (8) hours in any one work day or forty (40) hours in any one (1) week, shall be paid at the rate of time and one-half the regular hourly rate, but not both. Should a legal holiday or equipment shortage prevent an employee from working forty (40) hours during his or her work week, the forty (40) hour minimum will be reduced accordingly for the purpose of awarding overtime payment.

**Section 2-2.2 Double Time:**

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

**Section 2-2.3 Holidays:**

Employees will be paid two and one-half times for work performed on a legal holiday. (Note: a) Employees will be paid holiday pay computed on the basis of eight (8) hours of straight time rate. b) Any employee required to work on a holiday shall be paid in addition to the above, time and one-half their regular rate for all hours actually worked on the holiday up to eight (8) hours. c) Any employee required to work overtime on a holiday, i.e., in excess of eight (8) hours, shall be paid two and one-half (2 ½ ) times their regular rate of such overtime actually worked.)

**Section 2-2.4 Opportunities:**

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

### **Section 2-2.5 Availability**

An employee on "Injury", "Worker's Disability" or assigned to "Light Duty" will not be considered available for overtime.

### **Section 2-2.6 Availability**

An employee who has completed sixteen (16) or more hours of continuous work shall not be called for overtime until a minimum of eight (8) hours has passed. Overtime will be scheduled in shifts of not more than sixteen (16) hours whenever possible, however, in the event of an emergency, an employee may stay over up to two (2) hours until suitable replacements can be found.

### **SECTION 2-3 LONGEVITY COMPENSATION - (Amend by adding following paragraphs)**

#### **Section 2-3.1:**

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

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

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

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

## SECTION 2-4 EMERGENCY CALL OUT

In any case when an employee is called out on an emergency, he or she shall receive a minimum of three (3) hours pay at overtime rates for such call out. If such call out emergency work occurs within three (3) hours before starting time of the employee's normal shift, he or she shall be paid one and one-half (1 ½) times their normal rate for the first three (3) hours actually worked that day, and straight time thereafter until the normal hours of their said shift have been completed.

## SECTION 2-5 WORKING IN HIGHER CLASSIFICATION

The Employer and the Union agree that the following procedure will apply when an employee is working in a higher classification.

Employees performing in a higher classification for one (1) hour or more in any one day will receive the rate of pay of the higher classification for the number of hours worked in the higher classification. An employee performing work in a lower classification will not suffer any reduction in pay.

## ARTICLE III - IN-SERVICE ACTIVITIES

### SECTION 3-1 PHYSICAL EXAMINATIONS

Every person appointed to a position in the City service as an original appointment will be required to successfully complete a physical examination by the City Physician.

### SECTION 3-2 REQUEST FOR LEAVE

Requests for any type of leave, except sick leave, shall be made on the prescribed form and shall, whenever possible, be made far enough in advance to permit approval. However, leave with pay may be granted where an employee is unable, by 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.

### SECTION 3-3 VACATION LEAVE

#### Section 3-3.1:

Each permanent full-time employee may be allowed vacation leave in accordance with the following subsection, except that no employee will be entitled to vacation leave until he or she has served the Employer for at least six (6) months, after which he or 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 accrue on a calendar year basis with each employee entitled to vacation time as earned in the previous calendar year. Vacation leave shall be accrued as of the date the employee enters the employ of the Employer.

**Section 3-3.1(1) Permanent Employees:**

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

**Section 3-3.1 (2)**

PERMANENT EMPLOYEES hired into positions covered by this Collective Bargaining Agreement 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

Also, current employees covered by this Collective Bargaining Agreement will receive one (1) additional vacation day effective January 1, 1995. Therefore, all contractual language referring to fourteen days in the current Collective Bargaining Agreement will be changed to reflect fifteen (15) days.

**Section 3-3.2:**

All employees on their anniversary date will become eligible for an additional five (5) work days vacation on completion of ten (10) years service with the Employer. Furthermore, all employees on their anniversary date will be granted an additional five (5) work days vacation on completion of fifteen (15) years of service with the Employer, and all such employees shall be given the option of having a cash payment in lieu of time off for this additional five (5) work days vacation. Cash payment shall be at the regular rate of pay. Employees would be eligible in subsequent years for the above days after their anniversary date and will schedule the additional days as outlined in Section 3-3.3. Such additional leave shall not be cumulative from year to year. If the employee selects cash payment in lieu of five (5) work days vacation, payment will be made on the first pay day in the month of January of the following year.

Any excess days beyond the thirty (30) days authorized accumulation caused

as a result of longevity vacation may only be carried over to the employee's next anniversary date.

**Section 3-3.3 Schedule:**

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

**Section 3-3.4 Accumulated Vacation Leave:**

Vacation leave may be accumulated to a maximum of thirty (30) work days without the approval of the Department Head, but under no circumstances may an employee absent him or herself from their position for vacation leave for longer than thirty (30) work days in any one calendar year.

**Section 3-3.4(1):**

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

**Section 3-3.4(2):**

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

**Section 3-3.5 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 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 or her next check.

**SECTION 3-4 SICK LEAVE**

**Section 3-4.1:**

Each permanent full-time employee may accumulate sick leave in accordance with the following subsections, except that no employee will be entitled to sick leave until he or she has completed their probationary period. Sick leave shall be accrued

as of the day an employee enters the service of the Employer, and shall be computed and allowed on the calendar year basis.

**Section 3-4.1(1):**

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

**Section 3-4.1(2):**

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

**Section 3-4.1(3):**

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

If any employee reports for work at the regular starting time of his or her shift and consequently must, due to illness "book off", he or she will be charged sick leave as follows:

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

**Section 3-4.2 Accumulated Sick Leave:**

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

**Section 3-4.2(1) Anticipated Sick Leave:**

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

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

**Section 3-4.3 Physician's Certificate:**

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

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

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

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

In addition to the above, after any three (3) separate sick leave occurrences, the Personnel Director may require employee to provide a certificate of inability to work by reason of illness from a licensed doctor of medicine. In these cases, the employee will be responsible for any costs incurred in obtaining the certificate. The three (3) separate sick leave occurrences are limited to a single fiscal year (12 months)

period of time.

#### Section 3-4.4 City Disability Income Plan

All new full-time employees hired after January 1, 1989, will no longer be covered by the present sick leave and injury pay plans.

These employees would be covered under the new City of Port Huron Disability Income Plan, which provides for non-work disability after four (4) work days illness in the amount of 67% of current bi-weekly rate of pay, defined as base salary plus longevity.

These new employees will be granted three (3) non-accumulative sick-medical days per calendar year for the purpose of attending to the medical and dental needs of him or herself or a member of his or her immediate family. These days may be taken in accordance with applicable provisions of Section 3-4. Immediate family shall be defined as: Wife, husband unmarried children, parent and grandparents.

Effective January 1, 1998, eligible employees will receive three (3) days as described above. These days shall "carry over" into the next calendar year, however, at no time will an employee have a sick balance greater than six (6) days. The maximum number of days in a year that can be used as Sick Medical days will be three (3) days.

#### SECTION 3-5 EMERGENCY LEAVE

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

In the event of the death of a brother-in-law, sister-in-law, or grandparent-in-law, the employee may take additional sick-medical days not to exceed three (3) days if they are eligible as provided for under Section 3-4.1(3).

#### SECTION 3-6 ABSENCE WITHOUT LEAVE

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

action may be reconciled by a subsequent grant of leave if the conditions warrant.

### **SECTION 3-7 LEAVE OF ABSENCE WITHOUT PAY**

Written leave of absence without pay for an extended period may, at the discretion of the City Manager, be granted for a period not to exceed one (1) year. The Employer will promptly notify the Union upon application by the employee for such extended leave of absence. Upon expiration of the leave, the employee will be reinstated to the position held before the leave was granted. Failure of the employee to report promptly at the expiration of the leave shall be cause for dismissal. Such leave may be granted when it will not result in undue prejudice to the interest of the Employer as an Employer beyond any benefits to be realized and where the employee will not be gainfully employed during such period of leave of absence. Application for leave of absence for travel or study calculated to equip the employee to render more efficient service to the Employer may be deemed justification for granting such leave. No leave shall be granted primarily in the interests of the employee, except in the case of one who has shown by his or her record of service or by other evidence to be more than average value to the Employer and whose service it is desirable to retain even at some sacrifice.

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 3-7.1 Maternity Leave**

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

### **SECTION 3-8 MILITARY SERVICE - VETERANS**

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

### **SECTION 3-9 LEGAL HOLIDAYS**

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

When a holiday falls on Sunday, the following day will be declared a holiday for regular employees. When a holiday falls on Saturday, the previous day or the

following Monday will be declared as a holiday for regular employees, by order of the City Manager.

### SECTION 3-10 HOURS OF WORK

The established normal minimum work week for employees shall be forty (40) hours.

### SECTION 3-11 HOSPITALIZATION

The Employer shall continue to pay the total cost of Blue Cross/Blue Shield Community Blue Plan 2\* Medical coverage and prescription program or at the Employer's option, an equivalent hospital and medical plan for each permanent full-time employee, spouse, and dependent children to the end of the year in which said children attain their nineteenth (19th) birthday. The Prescription Drug Benefit Program will be PD-MAC with a \$5.00 co-pay. The Employer shall not pay the cost of the hospital and medical plan where, at the effective date of employment, said employee is already covered by a hospital-medical plan that is identical in the coverage offered by the Employer wherein said employee has member coverage and is not a subscriber. In the event the subscriber of such a hospital-medical plan ceases to be so covered resulting in an employee losing member coverage, the Employer shall upon notice immediately enroll the affected employee under its existing plan with full coverage for him or herself, spouse and dependents, if any, thereby insuring such an employee of continuous coverage for benefits.

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

#### Section 3-11.1 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 3-11.2 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 3-11.3 Dental Insurance

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

The dental plan will be a plan commonly referred to as the 80/20 Plan 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 nonparticipating 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, 1993, the City will institute an optical program. Upon presentation of an original receipt, the City will reimburse 50% of the optical costs incurred by the employee for the employee, spouse and dependent children. An annual reimbursement cap of \$100 Single/\$200 Family would apply.

### SECTION 3-12 LIFE INSURANCE

The Employer will provide a group life insurance plan for the employees, issued by a company of the Employers' sole and unrestricted choice whereby the life of each employee will be insured in an amount equal to his or her base annual salary (based upon 2080 hours for each position in the bargaining unit).



## ARTICLE IV - DISCHARGE, SUSPENSION OR DEMOTION

### SECTION 4-1 GENERAL STATEMENT

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

#### Section 4-1.1:

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

#### Section 4-1.2:

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

##### Section 4-1.2(1):

The Employee has been under the influence of intoxicating liquor or drugs while on duty or the employee has in his or her possession or sold and/or distributed narcotics while on duty.

##### Section 4-1.2(2):

The Employee has been guilty of conduct characterized by dishonesty.

##### Section 4-1.2(3)a:

The Employee has maliciously used or destroyed city property.

##### Section 4-1.2(3)b:

The Employee has recklessly used or destroyed city property.

##### Section 4-1.2(4):

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

**Section 4-1.2(5):**

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

**Section 4-1.2(6):**

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

**Section 4-1.2(7):**

The Employee has been guilty of insubordination while on duty.

**ARTICLE V - MEDIATION AND GRIEVANCE PROCEDURES**

**SECTION 5-1 GENERAL STATEMENT**

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

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

**SECTION 5-2 PROCEDURE**

**Section 5-2.1:**

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

Step 1: An employee may immediately, informally and briefly discuss his or her problem with the immediate supervisor of the work for the purpose of requesting a formal discussion of the problem during the last hour of the shift. Such employee

may be accompanied by the Union Steward.

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

**Step 3:** If the matter is not resolved at Step 2, then it shall be the responsibility of the aggrieved party, within five (5) working days of the alleged violation, to reduce the grievance to writing on a form provided by the Union with copies submitted to the Personnel Director. Following the filings of the grievance, a conference will be held with the Steward and/or Official of the Union, the Personnel Director and/or the Department Head involved, with the intent being to resolve the issue.

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

**Step 5:** In the event that the grievance is not satisfactorily settled at Step 4, the Union and the Employer shall appoint an Advisory Board which shall consist of one delegate designated by each, the Employer and the Union, and a third member, a local citizen resident of the City of Port Huron to be selected by the two delegates. Should the two delegates be unable to agree upon a third member of such Board, the parties will thereafter request the Michigan Employment Relations Commission to submit the names of three fact finders of which one (1) shall be selected by lot to serve as a third party. This panel of three (3) will discuss the grievance and render a majority advisory decision for the adjustment or settlement of the grievance and differences and for the termination or avoidance of any existing or threatening labor dispute. Each grievance shall be decided on its own merits and shall not serve as a precedence with respect to future grievances.

**ARBITRATION DISCHARGE** In the event the grievance is a discharge, and is not settled satisfactorily at Step 4, either party may in writing request arbitration within five (5) working days of the previous Step. 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 question, but they shall not have the power to alter or modify the terms of this Agreement. With respect to arbitrations involving the discharge of employees, the arbitrator shall determine if the discharge was for just cause; and they may review the penalty imposed and if they shall find it to be inappropriate and/or unduly severe, they may modify it accordingly.

They shall have the authority in cases concerning discharge, if they 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 awards as may be appropriate and just. The award shall be final and binding on the parties and affected employees.

Grievances must be taken up promptly and no grievances will be considered or discussed which are presented after the time limits described in this section. The formation of the Advisory Board shall not be permitted unless the moving party has informed the other of its desire for the formation of such Board within five (5) working days following failure of satisfactory settlement at the level of Step 4. Any grievance not appealed to Step 5 within the prescribed time limits shall be considered as dropped.

## ARTICLE VI - RETIREMENT

### SECTION 6-1 RETIREMENT - MUNICIPAL EMPLOYEES' RETIREMENT SYSTEM

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

The MERS pension benefit program will include:

A. BENEFIT-PROGRAM B-3

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

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

C. RS 50 - AUTOMATIC SURVIVOR BENEFIT

D. F55-(25 years) Age 55 with 25 or more years of credited service.

E. Employees retiring after July 1, 2000, will be covered under Benefit Plan B-4.

## SECTION 6-2 80 POINT PLAN

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

## SECTION 6-3 COST OF LIVING

A "freeze" will be placed on cost-of-living adjustments during this agreement.

## SECTION 6-4 SOCIAL SECURITY

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

## SECTION 6-5 DISCRIMINATION CLAUSE

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

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

### SECTION 7-1 SEPARABILITY AND SAVINGS CLAUSE

If any Chapter or Section of this Agreement or of any Appendices thereto should be held invalid by operator of law or by any tribunal of competent jurisdiction or if compliance with, or enforcement of, any Chapter or Section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement and of any Appendix thereto, or the application of such Chapter or Section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.


In the event that any Chapter or Section is held invalid or enforcement of or compliance with which has been restrained, as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations, upon the request of either party for the purpose of arriving at a mutually satisfactory replacement for such Chapter or Section during the period of invalidity or restraint. If the parties do not agree on a mutually satisfactory replacement, either party shall be permitted all legal recourse in support of its demands.

**SECTION 7-2 EFFECTIVE DATE AND TERMINATION CLAUSE**

**THIS AGREEMENT shall be in full force and effect from the day of July 1, 1998, to and including twelve (12) midnight, June 30, 2002, and shall continue in full force and effect from year to year thereafter, unless at least thirty (30) days before any termination date either party notifies the other in writing of its desire to terminate, amend, or supplement the agreement.**

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

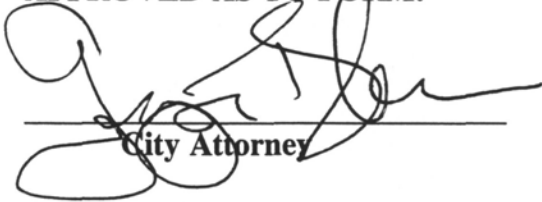
ATTEST:

  
City Clerk

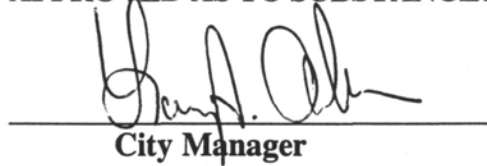
APPROVED:

  
Mayor

APPROVED AS TO FORM:

  
City Attorney

APPROVED AS TO SUBSTANCE:

  
City Manager

APPROVED AS TO SUFFICIENCY  
OF FUNDS:

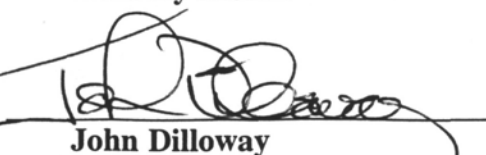
  
Director of Finance


  
Assistant to City Manager

  
Personnel Director

\_\_\_\_\_  
Executive Director  
Municipal Housing

BY UTILITY WORKERS UNION OF AMERICA  
AFL-CIO AND ITS LOCAL UNION 532

\_\_\_\_\_  
Timothy Meikle  
  
John Dilloway

  
National Representative  
2/16/98

**CITY OF PORT HURON**  
**Inter-Departmental Communication**  
**Office of the Personnel Director**  
**984-9723**

TO: Cevin Brown - UWUA  
President - Local 532

FROM: John P. Berry

SUBJECT: Safety Shoes - Local 532 Employees

DATE: May 20, 1998

Management is agreeable to raising the employer share of the cost for safety boots as follows:

Currently	-	\$50.00	on a 50/50 basis until 07-01-98
Effective July 1, 1998	-	\$75.00*	
Effective July 1, 1999	-	\$100.00*	

\*The employer will reimburse the employee the cost of the safety boots up to the maximum dollar amount shown.

The following stipulations will apply:

- \* The Supervisor remains responsible to inspect boots to determine if replacement is necessary.
- \* Boots can only be replaced once every twelve (12) months.
- \* To be reimbursed, the boots must be ANSI approved as stipulated by the City Health and Safety Committee.
- \* The employer agrees that this memorandum will stay in effect during the life of the current collective bargaining agreement.

cc: Supervision



**APPENDIX "A"**

**CLASSIFICATION AND COMPENSATION RATES**

**Period of July 4, 1998 through July 2, 1999**

**ANNUAL WAGE ADJUSTMENT - 2.5%  
Housing - Maintenance**

<u>Classification</u>	<u>Hourly Rate of Pay</u>		
	<u>Step A</u>	<u>Step B</u>	<u>Step C</u>
Resident Maintenance Person	\$11.03	\$13.40	\$15.76
Building Maintenance Person	\$10.99	\$13.35	\$15.70
Maintenance Clerk	\$8.48	\$10.29	\$12.11

**Other Classifications:**

Lead Maintenance Person: Add \$.75 per hour over Building Maintenance Person

APPENDIX "A"

CLASSIFICATION AND COMPENSATION RATES

Period of July 3, 1999 through June 30, 2000

ANNUAL WAGE ADJUSTMENT - 2.5%  
Housing - Maintenance

<u>Classification</u>	<u>Hourly Rate of Pay</u>		
	<u>Step A</u>	<u>Step B</u>	<u>Step C</u>
Resident Maintenance Person	\$11.31	\$13.73	\$16.15
Building Maintenance Person	\$11.26	\$13.68	\$16.09
Maintenance Clerk	\$8.69	\$10.55	\$12.41

**Other Classifications:**

Lead Maintenance Person:

Add \$.75 per hour over Building Maintenance Person

**APPENDIX "A"**

**CLASSIFICATION AND COMPENSATION RATES**

**Period of July 1, 2000 through June 29, 2001**

**ANNUAL WAGE ADJUSTMENT - 2.0%  
Housing - Maintenance**

<u>Classification</u>	<u>Hourly Rate of Pay</u>		
	<u>Step A</u>	<u>Step B</u>	<u>Step C</u>
Resident Maintenance Person	\$11.53	\$14.00	\$16.47
Building Maintenance Person	\$11.49	\$13.95	\$16.41
Maintenance Clerk	\$8.86	\$10.76	\$12.66

**Other Classifications:**

Lead Maintenance Person:

Add \$.75 per hour over Building Maintenance Person

**APPENDIX "A"**

**CLASSIFICATION AND COMPENSATION RATES**

**Period of June 30, 2001 through June 28, 2002**

**ANNUAL WAGE ADJUSTMENT - 3.0%  
Housing - Maintenance**

<u>Classification</u>	<u>Hourly Rate of Pay</u>		
	<u>Step A</u>	<u>Step B</u>	<u>Step C</u>
Resident Maintenance Person	\$11.87	\$14.42	\$16.96
Building Maintenance Person	\$11.83	\$14.37	\$16.90
Maintenance Clerk	\$9.13	\$11.08	\$13.04

**Other Classifications:**

Lead Maintenance Person:

Add \$.75 per hour over Building Maintenance Person

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# EMPLOYMENT REGULATIONS

## CITY OF PORT HURON MICHIGAN



1998

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

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



# MISSION STATEMENT

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

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

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

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

## **FOREWORD**

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

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

**CITY OF PORT HURON****MICHIGAN****CHAPTER I****PERSONNEL REGULATIONS**

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

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

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

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

**Revised 07/20/94**

**EMPLOYER'S RIGHTS**

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

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

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

CHAPTER II

LEGAL RIGHTS

EQUAL EMPLOYMENT OPPORTUNITY POLICY

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

The City Policy concerning equal employment opportunity requires that:

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

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

**SEXUAL HARASSMENT POLICY**

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

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

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

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

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

**DRUG-ALCOHOL FREE WORKPLACE POLICY**

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

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

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

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

**HANDICAP DISCRIMINATION AND COMPLIANCE WITH LAWS CONCERNING DISABILITIES**

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

**SMOKING - CITY FACILITIES AND VEHICLES**

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

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

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

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

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



**PERSONNEL FILES****Employee Access (Bullard-Plawecki Right-to-Know Act)**

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

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

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

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

**PUBLIC SECURITY**

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

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

## SECTION 1-2 RECOGNITION

### Section 1-2.1:

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

### Section 1-2.2(a):

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

### Section 1-2.2(b):

Membership in the Union is separate, apart and distinct from the assumption by one of his or her equal obligation to the extent that he or she receive equal benefits. The Union is required under this Agreement to represent all of the employees in the bargaining unit fairly and equally without regard to whether or not an employee is a member of the Union. The terms of this Agreement have been made for all employees in the bargaining unit and not only for members in the Union, and this Agreement has been executed by the Employer after it has satisfied itself that the Union is the choice of a majority of employees in the bargaining unit.

### Section 1-2.2(c) Probationary Employees:

Each newly hired employee shall be a probationary employee for the first six (6) 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 employee's qualifications and/or ability to perform the work for which he or she was hired are in doubt, in the opinion of the Employer.

When an employee completes his or her thirty-first (31st) day, he or she shall qualify for Union membership but will not be represented by the Union until his/her probationary period is finished.

During the first ninety (90) calendar days of employment, the employee shall

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.